

reasonable fees and disbursements) incurred in connection with the enforcement of each such indemnity agreement.

"Fireworks Trustee in Bankruptcy" means FTI in its capacity as trustee in bankruptcy of each of Fireworks Entertainment Inc., Canwest Entertainment Inc., CEID (Canada) I Inc. and CEID (Canada) II Inc.

"FTI" means FTI Consulting Canada Inc. and any of its affiliates, partners, officers, directors, employees, agents and subcontractors.

"Fox Sports" means Fox Sports World Canada Partnership, a general partnership governed by the laws of Ontario.

"Fox Sports Holdco" means Fox Sports World Canada Holdco Inc., a corporation governed by the CBCA.

"Genuity" means Canaccord Genuity, the global capital markets division of Canaccord Financial Inc., in its capacity as financial advisor to the Special Committee.

"Genuity Engagement Letter" means the engagement letter between Genuity and Canwest dated May 29, 2009 retaining Genuity as financial advisor to the Special Committee, as amended by letter agreement dated November 30, 2009.

"Global Centre" means Global Centre Inc., a corporation governed by the OBCA.

"Governmental Entity" means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency; (b) subdivision, agent, commission, board, or authority of any of the entities listed in paragraph (a) of this definition; or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or, for the account of, any of the entities listed in paragraph (a) of this definition.

"GP Inc." means Canwest Television GP Inc., a corporation governed by the CBCA and the general partner of CTLP.

"Head Office Lease" means the lease agreement between Portage & Main Development Ltd., nominee for and on behalf of Bentall Properties Ltd. and Canadian National Railway Company, as landlord, and Canwest, as tenant, dated June 1, 1995, as amended and extended, in respect of floors 31 to 33 of Canwest Place, 201 Portage Avenue, Winnipeg, Manitoba.

"Houlihan" means Houlihan Lokey Howard & Zukin Capital, Inc. in its capacity as financial advisory to the Ad Hoc Committee.

"Houlihan Engagement Letter" means the engagement letter between Houlihan, Goodmans LLP, in its capacity as counsel to the Ad Hoc Committee, and CMI, on behalf of itself and its wholly-owned subsidiaries, dated March 24, 2009.

"Indenture" means, collectively, the trust indenture dated as of November 18, 2004 among 3815668 Canada Inc. (now CMI), the guarantors named therein and the Trustee, pursuant to

which the Notes were issued, as amended by the first supplemental indenture thereto dated as of November 18, 2004, the second supplemental indenture thereto dated as of August 30, 2005, the third supplemental indenture thereto dated as of August 31, 2005, the fourth supplemental indenture thereto dated as of September 1, 2005, the fifth supplemental indenture thereto dated as of May 31, 2006, the sixth supplemental indenture thereto dated as of August 29, 2008, the seventh supplemental indenture dated as of September 1, 2008, the eighth supplemental indenture dated as of April 2, 2009, the ninth supplemental indenture dated as of June 29, 2009, and the tenth supplemental indenture dated as of September 30, 2009, and as such trust indenture may be further amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Initial Directors” means the initial directors of New Canwest appointed at the time of incorporation of New Canwest under the CBCA.

“Initial Order” means the Order made October 6, 2009 pursuant to which the CMI Entities were provided protection under the CCAA, as amended, restated or varied from time to time.

“Insured Litigation” means the insured litigation notices and claims involving Canwest, CMI, CTLP, GP Inc., Canwest Broadcasting, Fox Sports Holdco and/or Fox Sports, and in respect of insured litigation claims for libel, slander and/or defamation arising in the ordinary course of business, all of which relate to the Business and comprise notices and claims that are Excluded Claims as set out in the schedule delivered to Shaw on June 7, 2010 and as further updated from time to time.

“Insured Litigation Deductibles” means any remaining deductibles under insurance policies maintained by or on behalf of Canwest, CMI, CTLP, GP Inc., Canwest Broadcasting, Fox Sports Holdco and/or Fox Sports, in respect of the Insured Litigation.

“Intercompany Claim” means any claim of Canwest or any Subsidiary thereof against any CMI Entity.

“Investor Charge” means the charge created by an Order made on February 19, 2010 to secure the payment to the Plan Sponsor of termination fees pursuant to section 4.6 of the Subscription Agreement and the expense reimbursement payable to the Plan Sponsor pursuant to section 9.2 of the Subscription Agreement.

“Irish Holdco” means Canwest MediaWorks Ireland Holdings, an unlimited liability company governed by the laws of Ireland.

“Irish Holdco Aggregate Redemption Price” means \$690,126,000.

“Irish Holdco Intercompany Receivable” means the amount of \$72,307,000, constituting an unsecured intercompany loan owing by CMI to Irish Holdco.

“Irish Holdco Preference “A” Shares” means the Redeemable Preference “A” Shares in the capital of Irish Holdco.

“Ireland Nominee” means Canwest Ireland Nominee Limited, a company governed by the laws of Ireland.

"ITA" means the *Income Tax Act* (Canada).

"KERPs" means the key employee retention plans for certain Employees of the CMI Entities approved under paragraph 62 of the Initial Order.

"KERP Charge" means the charge in favour of the KERP Participants as created under paragraph 64 of the Initial Order.

"KERP Participants" means the employees of the CMI Entities that have been granted KERPs in the Initial Order.

"Labour Parties" means collectively the Retiree Representatives, Retiree Representative Counsel, the CEP and CEP Counsel on behalf of the Current and Former Members.

"Law" means any and all statutes, regulations, statutory rules, orders, judgments, decrees and terms and conditions or any grant of approval, permission, authority, permit or licence of any court, Governmental Entity, statutory body or self-regulatory authority.

"Limited Partnership Units" means all of the limited partnership units held by CMI in CTLP.

"Management and Administrative Services Agreement" means the management and administrative services agreement dated August 15, 2007 between Canwest MediaWorks Inc. (now CMI) and CW Media Inc.

"MBS Productions" means MBS Productions Inc., a corporation governed by the CBCA.

"Meeting" means a meeting of a Class of Affected Creditors held pursuant to the Meeting Order and includes any meeting resulting from an adjournment thereof.

"Meeting Order" means an Order to be made classifying the Affected Creditors for voting purposes, directing the calling and holding of the Noteholder Meeting, the Ordinary Creditors Meeting and any other meetings of Affected Creditors, setting the date of the Plan Sanction Hearing and expanding the Monitor's powers in relation to the Meetings, as such Order may be amended from time to time.

"Monitor" means FTI, in its capacity as the monitor of the CMI Entities appointed pursuant to the Initial Order and any successor thereto appointed in accordance with any further Order.

"Monitor's Certificate" means the Certificate to be delivered by the Monitor substantially in the form of Schedule G.

"Multiple Voting Shares" means any and all multiple voting shares in the capital of Canwest that are issued and outstanding immediately prior to the Effective Time.

"Multisound Publishers" means Multisound Publishers Ltd., a corporation governed by the CBCA.

"National Post" means National Post Company/La Publication National Post, a general partnership established under the laws of Ontario.

“National Post Consolidated Bankruptcy Estate” means the bankruptcy estate of National Post and National Post Holdings resulting from the consolidation of the bankruptcy estates of National Post and National Post Holdings pursuant to Section 5.6.

“National Post Holdings” means National Post Holdings Ltd., a corporation governed by the OBCA.

“National Post Transaction” means the transaction approved by the Court on October 30, 2009 as part of the Transition and Reorganization Agreement whereby the assets and newspaper business of the National Post were transferred as a going concern to a new wholly-owned subsidiary of Publishing LP (New National Post).

“New Canwest” means a body corporate to be incorporated by CMI under the CBCA prior to the Plan Implementation Date as a wholly-owned subsidiary of CMI.

“New Canwest Articles of Incorporation” means the articles of incorporation of New Canwest, substantially in the form attached as Schedule B.

“New Canwest Assets” means the assets, property and undertakings listed in Schedule D.1.

“New Canwest By-Laws” means the by-laws of New Canwest, substantially in the form attached as Schedule C.

“New Canwest Liabilities” means the debts, liabilities and obligations listed in Schedule D.3.

“New Canwest Note” means a demand note of New Canwest issued in favour of CMI having a principal amount equal to the aggregate principal amount of the Canwest/CMI Group Intercompany Receivables owing to CMI by CTLP, the CTLP Assumption Consideration Note and any amounts receivable by CMI under the Shared Services Agreement and/or the Omnibus Transition and Reorganization Agreement.

“New National Post” means National Post Inc., a corporation governed by the CBCA.

“Non-Voting Shares” means any and all non-voting shares in the capital of Canwest that are issued and outstanding immediately prior to the Effective Time.

“Noteholder” means the Depository with whom Notes are registered or an account is held for a Depository participant, another securities intermediary holding Notes for the account of another Person, or a Beneficial Noteholder, as applicable.

“Noteholders Class” means the Class of Affected Creditors comprised of the Noteholders and the Trustee.

“Noteholder Meeting” means the Meeting of the Noteholders Class called to consider and vote on the Plan.

“Noteholder Pool” means the amount taken from the Subscription Price equal to the sum of (a) US\$440 million plus (b) the Continued Support Payment.

“Noteholder Pro Rata Amount” means each Beneficial Noteholder’s *pro rata* share of the Noteholder Pool calculated based upon such Beneficial Noteholder’s Proven Distribution Claim relative to the total Proven Distribution Claims of all Beneficial Noteholders.

“Noteholder Released Parties” has the meaning set out in Section 7.3(b).

“Noteholder Voting Record Date” means June 28, 2010.

“Notes” means the 8% senior subordinated notes due 2012 that are issued and outstanding under the Indenture.

“OBCA” means the *Business Corporations Act* (Ontario).

“Omnibus Transition and Reorganization Agreement” means the agreement among Canwest, CMI, CTLP, National Post, Publishing LP and Canwest Publishing dated as of June 8, 2010, as approved by the Court.

“Order” means any order of the Court in the CCAA Proceedings.

“Ordinary CMI Creditors” means the Ordinary Creditors, other than Ordinary CTLP Creditors, including Ordinary Creditors having Claims against one or more of the Directors and Officers of the Plan Entities other than the CTLP Plan Entities.

“Ordinary CMI Creditor Pro Rata Amount” means, at the relevant time, the proportion that each Ordinary CMI Creditor’s Proven Distribution Claim bears to the total of Proven Distribution Claims and Unresolved Claims of all Ordinary CMI Creditors.

“Ordinary CMI Creditors Sub-Pool” means an amount equal to one-third (1/3) of the Ordinary Creditors Pool net of the fees and costs incurred by the Monitor on a solicitor and own client full indemnity basis to resolve Unresolved Claims of Ordinary Creditors and effect distributions from and after the Plan Implementation Date in the event that there are insufficient funds to cover such fees and costs in the Plan Implementation Fund.

“Ordinary Creditors” means those Affected Creditors of the Plan Entities who are not Noteholders and do not have a Convenience Class Claim, which for greater certainty includes all Creditors having Claims against one or more of the Directors and Officers.

“Ordinary Creditors Class” means the Class of creditors comprised of Ordinary Creditors.

“Ordinary Creditors Meeting” means the meeting of the Ordinary Creditors Class called to consider and vote on the Plan.

“Ordinary Creditors Pool” means an amount taken from the Subscription Price equal to the difference between (a) the sum of (i) \$38 million, plus (ii) in the event that there are any Restructuring Period Claims relating to either (A) the termination of arrangements made before the Filing Date with the existing management employees of Canwest and the Canwest Subsidiaries listed in the Plan Emergence Agreement who will not become employees of New Canwest, GP Inc., CTLP or one of their respective Subsidiaries or otherwise will not remain as employees of the Business following the Effective Time or (B) the disclaimer, resiliation,

termination, repudiation or renegotiation of terms agreed to by Canwest and the Plan Sponsor of any material contracts or agreements of the CMI Entities that will not remain following the Effective Time as ongoing obligations of New Canwest or any of its Subsidiaries, an additional cash amount equal to the amount that is required to maintain the recovery rate (*pro rata* as among the Ordinary Creditors) that would otherwise be received by the Ordinary Creditors, assuming there were no such Restructuring Period Claims arising from (A) and (B) above, and (b) the amount of the Convenience Class Pool.

“Ordinary Creditors Proven Voting Claim” means, a Proven Voting Claim of an Affected Creditor of a Plan Entity, other than a Noteholder.

“Ordinary CTLP Creditors” means the Ordinary Creditors having Claims against any one of the CTLP Plan Entities, which for greater certainty includes Ordinary Creditors having Claims against one or more of the Directors and Officers of the CTLP Plan Entities.

“Ordinary CTLP Creditor Pro Rata Amount” means, at the relevant time, the proportion that each Ordinary CTLP Creditor’s Proven Distribution Claim bears to the total of Proven Distribution Claims and Unresolved Claims of all Ordinary CTLP Creditors.

“Ordinary CTLP Creditors Sub-Pool” means an amount equal to two-thirds (2/3) of the Ordinary Creditors Pool net of the fees and costs incurred by the Monitor on a solicitor and own client full indemnity basis to resolve Unresolved Claims of Ordinary Creditors and effect distributions from and after the Plan Implementation Date in the event that there are insufficient funds to cover such fees and costs in the Plan Implementation Fund.

“Other Canwest Assets” means the assets listed on Schedule D.5.

“Other CTLP Plan Entity Assumption Consideration Note” has the meaning set out in Section 5.5(k)(iv).

“Other PIF Assets” means Tax refunds of the Plan Entities (other than the CTLP Plan Entities), the Winnipeg Condo, and any and all dividends, distributions or other amounts payable to a Plan Entity (other than the CTLP Plan Entities) from any estate in bankruptcy or liquidation of any Canwest Subsidiary (including any dividend or distribution payable to CMI from National Post Holdings, National Post and/or the National Post Consolidated Bankruptcy Estate).

“PBSA” means the *Pension Benefit Standards Act* (Canada).

“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 or any successor or legal representative thereof.

“PIF Schedule” means the PIF Schedule appended as a schedule to the Plan Emergence Agreement.

“Plan” means this consolidated plan of compromise under the CCAA, including the Schedules hereto, as amended, supplemented or replaced from time to time.

“Plan Emergence Agreement” means the Plan Emergence Agreement to be entered into on or prior to a date which is at least 23 days prior to the Meetings by Canwest, CMI, the Plan Sponsor and the Monitor as contemplated by the Subscription Agreement together with all Schedules thereto.

“Plan Entities” means Canwest, CMI, the CTLP Plan Entities, 4501063 Canada, MBS Productions, Yellow Card and Global Centre.

“Plan Implementation Date” means the day on which the Monitor delivers the Monitor’s Certificate to the CMI Entities, the Ad Hoc Committee and the Plan Sponsor pursuant to Section 6.4.

“Plan Implementation Fund” means the fund established pursuant to the Plan and the Plan Emergence Agreement consisting of the Cash, the Other PIF Assets and further contributions from Shaw, if any, as provided for in the Plan Emergence Agreement (which for the avoidance of doubt does not include amounts from the Subscription Price) to be maintained in one or more segregated accounts by the Monitor and to be used by the Monitor, to pay, *inter alia*, the costs and expenses to be incurred by the Monitor, its legal counsel and any advisors retained by the Monitor from and after the Plan Implementation Date to perform any of its statutory or Court-ordered duties including (a) to resolve any Unresolved Claims and to make any distributions in respect of any Unresolved Claims that have become Proven Distribution Claims pursuant to Section 4.4, (b) to make distributions under the Plan including the costs of wire transfers and the issuance of cheques (provided, for greater certainty, that the Monitor shall not fund the actual distributions from the Plan Implementation Fund), (c) to determine and pay Unaffected Claims (including termination and severance amounts as set out on the April 28 Severance Schedule together with accrued and unpaid vacation pay in respect of April 28 Severance Schedule Employees and amounts secured by the Court Charges but excluding the CH Plan Settlement Amount), (d) to pay the costs of legal counsel to the Directors and Officers in connection with the determination and resolution of Unaffected Claims and Unresolved Claims against the Directors and Officers, including to fund the resolution of Restructuring Period Claims or insured Claims against the Directors or Officers to the extent that such Restructuring Period Claims or insured Claims are not released or extinguished under Section 7.3, (e) to pay the Bankruptcy Costs, and (f) to pay the fees and expenses charged by the replacement administrator for the CH Plan appointed by the Superintendent of Financial Institutions (but for great certainty such fees and expenses shall not include fees and expenses for the provision of services in relation to the administration of the CH Plan or the investment of the assets of the CH Plan where such fees and expenses have, in the normal course, been paid from the assets of the CH Plan, such as fees payable to the CH Plan Trustee, to the investment manager in respect of CH Plan assets, to the actuary for the CH Plan and to any pension consultant for pension plan administration services), to the extent that such claims are described in and specifically funded pursuant to the Plan Emergence Agreement.

“Plan Sanction Hearing” means the Court hearing at which the Applicants’ motion for approval and sanction of the Plan will be heard.

“Plan Sponsor” means Shaw and 7316712 Canada.

“Post-Filing Claim” means any indebtedness, liability or obligation of any kind that arises after the Filing Date from or in respect of (a) any executory contract or unexpired lease that has not been restructured, terminated, repudiated or resiliated by a CMI Entity, (b) the supply of services or goods, or funds advanced, to any of the CMI Entities on or after the Filing Date, or (c) all amounts to be remitted to a tax authority pursuant to paragraph 9 of the Initial Order during the period after the Filing Date to but excluding the Plan Implementation Date; provided that “Post-Filing Claim” shall not include any Claim or Restructuring Period Claim or any Unaffected Claim.

“Proven Distribution Claims” means Claims of Affected Creditors as finally determined for distribution purposes in accordance with the Claims Procedure Order, the Meeting Order and the Plan.

“Proven Voting Claim” means the Claim of an Affected Creditor of any of the Plan Entities as finally determined for purposes of voting at a Meeting, in accordance with the Claims Procedure Order, the CCAA, the Meeting Order and the Plan, provided that a Claim which is an Unresolved Claim will be dealt with pursuant to Sections 3.10 and 3.11.

“Publishing LP” means Canwest Limited Partnership/Canwest Société en Commandite, a limited partnership governed by the laws of the Province of Ontario.

“RBC” means RBC Dominion Securities Inc., a member company of RBC Capital Markets, in its capacity as financial advisor to the CMI Entities.

“RBC Engagement Letter” means the engagement letter between RBC and Canwest dated December 10, 2008, as amended by a letter dated January 20, 2009, as further amended by a letter dated October 5, 2009 and as further amended by a letter dated as of December 10, 2009.

“Red Deer Property” means the real property located at 2840 Bremner Avenue in Red Deer, Alberta together with the single commercial building situated thereon and certain related assets. The Red Deer Property is legally described as Lot 10A Block 14 Plan 7922866 excepting thereout all mines and minerals. The Red Deer Property is located in the neighbourhood of Bower, in the City of Red Deer, in the Province of Alberta, just north of the Bower Mall, and fronting onto Bremner Avenue. The property consists of one lot measuring 350 ft x 250 ft, with the site area totalling 2.01 acres.

“Released Parties” has the meaning set out in Section 7.3(a).

“Representative Counsel Order” means the Order made on October 27, 2009 appointing the Retiree Representatives as representatives for the Retirees, including without limitation for the purpose of settling or compromising claims by the Retirees in the CCAA Proceedings, and appointing the Retiree Representative Counsel to represent the Retirees in the CCAA Proceedings.

“Required Majority” means that number of Affected Creditors of the Plan Entities representing at least a majority in number of the Proven Voting Claims, whose Affected Claims represent at least two-thirds in value of the Proven Voting Claims of (a) the Ordinary Creditors and Convenience Class Creditors who validly vote (in person or by proxy or who are deemed to vote

pursuant to the Plan and the Meeting Order) on the resolution approving the Plan at the Ordinary Creditors Meeting, and (b) the Beneficial Noteholders who provide a proxy, ballot or other instructions for voting or otherwise validly vote at the Noteholder Meeting as provided for in the Meeting Order.

“Restructuring Period Claim” means 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, rescission, termination or breach after the Filing Date of any contract, lease or other agreement, whether written or oral, and whether such restructuring, disclaimer, rescission, termination or breach took place or takes place before or after the date of the Claims Procedure Order; provided that a “Restructuring Period Claim” does not include any Excluded Claim.

“Restructuring Period Claims Bar Date” means July 9, 2010.

“Retirees” means collectively:

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

but excluding the CEP Retirees in the CCAA Proceeding, including without limitation, for the purpose of settling or compromising claims by the Retirees in the CCAA Proceedings.

“Retiree Representative Counsel” means Cavalluzzo, Hayes, Shilton, McIntyre & Cornish LLP, in its capacity as representative counsel on behalf of all Retirees other than any Retiree who opted out of such representation in accordance with the procedures set out in the Representative Counsel Order.

“Retiree Representatives” means David Cremasco, Rose Stricker and Lawrence Schnurr as appointed under the Representative Counsel Order.

“Retiree Terminal Deficiency Claim” means the Claim filed on November 17, 2009 by the Retiree Representative Counsel on behalf of the Retirees in the approximate amount of \$10,244,733 in respect of the terminal deficiency in the CH Plan.

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“Sanction Order” means the Order to be made by the Court under the CCAA sanctioning the Plan, as such Order may be amended.

“Second Amended and Restated Recapitalization Transaction Term Sheet” means the term sheet attached to the Support Agreement.

“Secured Intercompany Note” means the senior secured interest bearing promissory note issued on October 1, 2009 by CMI to Irish Holdco evidencing \$187,263,126.45 loaned to CMI by Irish Holdco, plus accrued and unpaid interest thereon.

“Shared Services” means services provided under the Shared Services Agreement.

“Shared Services Agreement” means the Agreement on Shared Services and Employees between Canwest, Publishing LP, CMI, Canwest Publishing, CTLP and National Post, dated October 26, 2009 and approved by the Court on October 30, 2009 and attached as schedule "A" to the Transition and Reorganization Agreement.

“Shareholders Agreement” means the shareholders agreement in respect of CW Investments as amended and restated as of January 4, 2008.

“Shaw” means Shaw Communications Inc., a corporation governed by the *Business Corporations Act* (Alberta).

“Shaw Designated Entity” means a wholly-owned subsidiary of Shaw designated by Shaw to acquire the Canwest New Preferred Shares.

“Shaw Support Agreement” means the support agreement made as of February 11, 2010 between Canwest, Shaw and certain Noteholders, as amended by the amendment agreement made as of May 3, 2010 and as may be further amended, supplemented or otherwise modified from time to time.

“Special Committee” means the special committee of the board of directors of Canwest.

“Stonecrest Engagement Letter” means the engagement letter between the Chief Restructuring Advisor and Canwest dated June 30, 2009, as amended on December 17, 2009 and March 25, 2010.

“Subordinate Voting Shares” means the subordinate voting shares in the capital of Canwest that are issued and outstanding immediately prior to the Effective Time.

“Subscription Agreement” means the subscription agreement, including the term sheet attached as schedule “A” thereto, between Canwest and Shaw, dated as of February 11, 2010, as amended by the amendment agreement to the subscription agreement made as of May 3, 2010, as such agreement may be further amended, supplemented or otherwise modified from time to time.

“Subscription Price” means the aggregate of: (a) the sum of (i) \$38 million plus (ii) in the event that there are Restructuring Period Claims relating (A) to the termination of arrangements made before the Filing Date with existing management employees of Canwest and the Canadian Subsidiaries listed in the Plan Emergence Agreement who will not become employees of New

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Canwest, GP Inc., CTLP or Subsidiaries thereof will not remain as employees of the Business following the Effective Time or (B) the disclaimer, rescission, termination, repudiation or renegotiation of terms as agreed to by Canwest and the Plan Sponsor of any material contracts and agreements of the CMI Entities that will not remain following the Effective Time as ongoing obligations of New Canwest or any of the Canwest Subsidiaries, an additional amount equal to the amount that is required to maintain the recovery rate (*pro rata* as among the Ordinary Creditors) that would otherwise be received by Ordinary Creditors, assuming there were no such Restructuring Period Claims arising from (A) and (B) above; and (b) the sum of (i) US \$440 million plus (ii) the Continued Support Payment.

“Subsidiary”, in respect of a Person, means (a) any corporation or company of which at least a majority of the outstanding securities having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation or company is at the time directly, indirectly or beneficially owned or controlled by the Person or one or more of its Subsidiaries; (b) any general or limited partnership of which, at the time, the Person or one or more of its Subsidiaries directly, indirectly or beneficially own or control at least a majority of the voting interests (however designated) thereof, or otherwise control such partnership; and (c) any other Person of which at least a majority of the voting interests (however designated) are at the time directly, indirectly or beneficially owned or controlled by the Person or one or more of its Subsidiaries (and in respect of a trust that has not issued any voting interests, the beneficiaries of which are owned or controlled by the Person or one or more of its Subsidiaries).

“Support Agreement” means the support agreement dated October 5, 2009 between Canwest CMI, certain subsidiaries of CMI and certain Noteholders, as amended by the amendment agreement made as of January 29, 2010, the amendment agreement made as of February 11, 2010, the amendment agreement No. 3 made as of April 15, 2010, and the amendment agreement No. 4 made as of May 3, 2010, attaching and incorporating therein the Second Amended and Restated Recapitalization Transaction Term Sheet, and as it may be further amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Tax” or **“Taxes”** means any and all Canadian and foreign taxes, duties, fees, pending assessments, reassessments and other governmental charges, duties, impositions and liabilities of any kind whatsoever (including any claims by Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, Canada Revenue Agency and any similar revenue or taxing authority of any province or territory of Canada), including all interest, penalties, fines and additions with respect to such amounts.

“Tax Matters Agreement” means an agreement between, among others, Canwest, CMI, New Canwest, and the Plan Sponsor governing various matters relating to Taxes in respect of the Plan, including the filing of elections and returns, the allocation of income of CTLP and the allocation of the purchase price for assets transferred under the Plan, among other things.

“Trademarks” means all registered and unregistered trademarks owned by Canwest or CMI, and any goodwill associated therewith, including those set out in Schedule D.4.

“Trademarks Licence” means the trademarks licence granted by Canwest to Canwest (Canada) Inc., Canwest Publishing, Canwest Books Inc., and Publishing LP, as described in section 6.3(a) of the Omnibus Transition and Reorganization Agreement, with such licence being governed by

the same terms and conditions contained in the Trademarks Licence Agreement, as amended by the Omnibus Transition and Reorganization Agreement, along with the obligations of Canwest under section 6.3(b) of the Omnibus Transition and Reorganization Agreement.

“Trademarks Licence Agreement” means the trademarks licence agreement dated October 13, 2005 between Canwest, CanWest MediaWorks (Canada) Inc. (now known as Canwest (Canada) Inc.), as general partner for and on behalf of CanWest MediaWorks Limited Partnership (now Publishing LP), CanWest MediaWorks (Canada) Inc. (now Canwest (Canada) Inc.) and CanWest MediaWorks Income Fund, as amended by the Omnibus Transition and Reorganization Agreement.

“Transfer Agent” means Computershare Trust Company of Canada.

“Transfer Taxes” means all land transfer taxes, goods and services taxes, provincial and retail sales taxes and other similar taxes which arise in relation to the transfer of the New Canwest Assets to New Canwest.

“Transition and Reorganization Agreement” means the agreement among Canwest, Publishing LP, CMI, Canwest Publishing, CTLP and National Post dated as of October 26, 2009 as approved by the Court on October 30, 2009.

“Trustee” means The Bank of New York Mellon, in its capacity as trustee under the Indenture.

“Unaffected Claims” means:

- (a) any Claims arising from or under the Stonecrest Engagement Letter, including claims of the Chief Restructuring Advisor;
- (b) any Claims arising from or under the Genuity Engagement Letter;
- (c) any Claims arising from or under the RBC Engagement Letter;
- (d) any Claims arising from or under the Houlihan Engagement Letter;
- (e) any Claims of the KERP Participants arising from or under the KERPs;
- (f) any Claims of the April 28 Severance Schedule Employees arising from or under the termination and severance obligations as set out on the April 28 Severance Schedule together with the accrued and unpaid vacation pay of the April 28 Severance Schedule Employees;
- (g) any Claims up to the Plan Implementation Date secured by any of the Court Charges;
- (h) any claim against any Director that cannot be compromised due to the provisions of section 5.1(2) of the CCAA;
- (i) any portion of a Claim for which the applicable CMI Entities are fully insured, including the Insured Litigation;

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- (j) any Claims of The Bank of Nova Scotia arising from the provision of cash management services to the CMI Entities;
- (k) any Claims held by CIBC and its assigns, if any, in respect of the CIT Facility and pursuant to the CIT Credit Agreement;
- (l) any Claims in respect of any payments referred to in sections 6(3), 6(5) and 6(6) of the CCAA;
- (m) any Post-Filing Claims;
- (n) Intercompany Claims, other than (i) Claims arising under the Secured Intercompany Note, the Unsecured Intercompany Note and the Irish Holdco Intercompany Receivable, (ii) Claims of 4501063 Canada, MBS Productions or Global Centre, (iii) the CTLP-CMI Receivable, (iv) the CMI-CTLP Receivable, (v) the Canwest/CMI Group Intercompany Receivables, and (vi) the Fireworks Claim;
- (o) the obligation of CTLP to pay the CH Plan Settlement Amount; and
- (p) claims of the Fireworks Trustee in Bankruptcy under the Fireworks Indemnity.

“Undeliverable Distribution” has the meaning set out in Section 4.10.

“Unresolved Claim” means a Claim that at the relevant time is disputed or otherwise unresolved and has not been accepted for purposes of voting on and/or receiving distributions under the Plan and is not barred pursuant to the Claims Procedure Order.

“Unsecured Intercompany Note” means the unsecured promissory note dated October 1, 2009, issued by CMI to Irish Holdco evidencing \$430,556,189.08 loaned to CMI by Irish Holdco plus accrued and unpaid interest thereon.

“US Dollars” or **“US\$”** means dollars denominated in the lawful currency of the United States of America.

“Wages and Benefits” means all outstanding wages, salaries and employee benefits (including employee medical, dental, disability, life insurance and similar benefit plans or arrangements, incentive plans, share or other 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 of the CMI Entities.

“Website” means <http://cfcanada.fticonsulting.com/cmi/>.

“Western Communications” means Western Communications Inc., a corporation governed by the CBCA.

“Winnipeg Condo” means the condominium with a civic address of 1003 – 141 Wellington Crescent, Winnipeg, Manitoba, being unit 59 in the condominium project known as River Parke.

“Yellow Card” means Yellow Card Productions Inc., a corporation governed by the OBCA.

1.2 Construction

In the Plan, unless otherwise stated or the context otherwise requires:

- (a) the division of the Plan into Articles and Sections and the use of headings are for convenience of reference only and do not affect the construction or interpretation of the Plan;
- (b) the words “hereunder”, “hereof” and similar expressions refer to the Plan and not to any particular Article, Section or Schedule and references to “Articles”, “Sections”, and “Schedules” are to Articles and Sections of, and Schedules to the Plan;
- (c) words importing the singular include the plural and *vice versa* and words importing any gender include all genders;
- (d) the words “includes” and “including” and similar terms of inclusion shall not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitation but rather shall mean “includes without limitation” or “including without limitation”, as applicable, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (e) a reference to any statute is to that statute as now enacted or as the statute may from time to time be amended, re-enacted or replaced, and includes any regulation made thereunder;
- (f) a reference to any agreement, indenture or other document is to that document as amended, supplemented, restated or replaced from time to time;
- (g) unless otherwise specified, all references to dollar amounts or to the symbol “\$” are references to Canadian dollars;
- (h) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Toronto, Ontario, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day; and
- (i) unless otherwise specified, the time period within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day; whenever any payment to be made or action to be taken under the Plan is required to be made or to be taken on a day

other than a Business Day, such payment shall be made or action taken on the next succeeding Business Day.

1.3 Currency Conversion

All Affected Claims (other than the Claims of the Noteholders) which are denominated in US Dollars shall be converted into Canadian dollars on the basis of the average US/Canadian dollar noon rate of exchange, as quoted by the Bank of Canada, over the ten Business Day period preceding the filing of the Plan as part of the CCAA Proceedings. All Affected Claims (other than the Claims of the Noteholders) denominated in a currency other than lawful money of Canada or the United States are to be converted into Canadian dollars on the basis of the average noon rate of exchange for exchange of such currency into Canadian dollars, as quoted by the Bank of Canada, over the ten Business Day period preceding the date of filing of the Plan. For greater certainty, the Proven Distribution Claims of the Noteholders and all amounts to be distributed to the Noteholders pursuant to the Plan shall be paid in US Dollars.

1.4 CMI Claims Bar Date and Restructuring Period Claims Bar Date

Nothing in the Plan extends or shall be interpreted as extending or amending the CMI Claims Bar Date or Restructuring Period Claims Bar Date, or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Procedure Order, the Meeting Order, the Plan and/or the Sanction Order.

1.5 Interest

Interest shall not accrue or be paid on any Affected Claims after the Filing Date, and no Affected Claims shall be entitled to interest accruing on or after the Filing Date.

1.6 Schedules

The following are the Schedules to the Plan:

Schedule A	—	Applicants
Schedule B	—	New Canwest Articles of Incorporation
Schedule C	—	New Canwest By-Laws
Schedule D.1	—	New Canwest Assets
Schedule D.2	—	Broadcast Licences
Schedule D.3	—	New Canwest Liabilities
Schedule D.4	—	Trademarks
Schedule D.5	—	Other Canwest Assets
Schedule D.6	—	Copyrights and Other IP
Schedule D.7	—	CTLTP Pension Plans
Schedule D.8	—	CTLTP Group Benefit Plans
Schedule E	—	Convenience Class Claim Declaration
Schedule F	—	Equity Compensation Plans
Schedule G	—	Monitor's Certificate

ARTICLE 2 PURPOSE, EFFECT OF PLAN AND OPERATIONS

2.1 Purpose of Plan

Subject to the specific provisions hereof, the purpose of the Plan is (a) to effect a compromise and settlement of all Affected Claims against the Plan Entities as finally determined in accordance with the Claims Procedure Order, the Meeting Order, the CCAA and the Plan; (b) to facilitate the closing of the transactions contemplated in the Subscription Agreement; (c) to effect a restructuring of the Plan Entities to enable the Business to continue on a going concern basis as a viable and competitive participant in the Canadian television broadcasting industry; (d) to facilitate the continuation of substantial employment; and (e) to maintain for the general public broad access to and choice of news, public and other information and entertainment programming from public media. The Plan is put forward in the expectation that stakeholders generally will derive a greater benefit from the continued operation of the Business by New Canwest than would result from a bankruptcy or liquidation of the Business.

2.2 Persons Affected

The Plan provides for the compromise, discharge and/or release at the Effective Time of Affected Claims against the Plan Entities, Intercompany Claims against the CTLP Group Entities, a release and discharge of Canwest and the Canwest Subsidiaries in respect of all claims pertaining to the Notes, and a release of all claims and Affected Claims against the Directors and Officers and a restructuring of the Business. The Plan will become effective at the Effective Time on the Plan Implementation Date in accordance with the steps and sequence set out in Section 5.5 and shall be binding on and enure to the benefit of the CMI Entities, the Affected Creditors, the Directors and Officers and all other Persons named or referred to in, or subject to, the Plan. For purposes of the Plan, all Affected Creditors shall receive the treatment provided in the Plan on account of their Affected Claims.

2.3 Unaffected Claims

The Plan does not affect the Unaffected Claims (including, for great certainty, Post-Filing Claims). Persons with Unaffected Claims will not be entitled to vote or receive any distributions under the Plan in respect of such claims. Unaffected Claims shall be dealt with in accordance with Section 4.6. Nothing in the Plan shall affect any CMI Entity's rights and defences, both legal and equitable, with respect to any Unaffected Claim (including, for great certainty, any Post-Filing Claim), including all rights with respect to legal and equitable defences or entitlements to set-offs and recoupments against such claims.

2.4 Business Operations

Subject to the terms of the Subscription Agreement, Shaw Support Agreement and Support Agreement, the CMI Entities shall continue to operate the Business during the CCAA Proceedings until the Plan Implementation Date in the ordinary course of business in accordance with the Initial Order and other Orders, having regard to their insolvency and the CCAA Proceedings.

ARTICLE 3
CLASSIFICATION OF CREDITORS, VOTING CLAIMS AND RELATED MATTERS

3.1 Claims Procedure

The procedure for determining the validity and quantum of the Affected Claims for voting and distribution purposes under the Plan shall be governed by the Claims Procedure Order, the Meeting Order, the CCAA and the Plan.

3.2 Classes of Creditors

For purposes of voting on the Plan, there shall be two classes of Affected Creditors: (a) the Noteholders Class; and (b) the Ordinary Creditors Class. For purposes of voting on the Plan, Convenience Class Creditors shall be deemed to be in, and shall be deemed to vote in and as part of, the Ordinary Creditors Class.

3.3 Meetings

The Meetings shall be held in accordance with the CCAA, the Claims Procedure Order, the Meeting Order, the Plan and any further Order. The only Persons entitled to attend a Meeting are the Monitor and its legal counsel and advisors; the Plan Sponsor and its legal counsel and advisors; CIBC and its legal counsel and advisors; those Persons, including the holders of proxies, ballots or other voting instruments, entitled to vote at a Meeting and their legal counsel and advisors; the CMI Entities and the Chief Restructuring Advisor, and their respective legal counsel and advisors, including RBC; the Directors and Officers, including members of the Special Committee, their legal counsel and advisors, including Genuity; members of the Ad Hoc Committee, its legal counsel and Houlihan; the Trustee and its legal counsel; and any Beneficial Noteholder. Any other Person may be admitted on invitation of the chair of a Meeting.

3.4 Voting by Noteholders

Only the Beneficial Noteholders as of the Noteholder Voting Record Date will be entitled to provide instructions relating to voting in the Noteholders Class. The solicitation of votes from and the procedures for voting by the Beneficial Noteholders shall be conducted in accordance with the Meeting Order. Each Beneficial Noteholder shall be entitled to one (1) vote as a member of the Noteholders Class, which vote shall have a value equal to the principal and accrued and unpaid interest to the Filing Date owing under the Notes held by such Beneficial Noteholder.

3.5 Voting by the Ordinary Creditors Class

Each Affected Creditor with an Ordinary Creditors Proven Voting Claim shall be entitled to one vote as a member of the Ordinary Creditors Class, which vote shall have a value equal to the dollar value of its Ordinary Creditors Proven Voting Claims.

3.6 Voting of Convenience Class Claims

Each Convenience Class Creditor with a Proven Voting Claim shall be deemed to vote in favour of the Plan in respect of its Convenience Class Claim as a member of the Ordinary Creditors

Class, which vote shall have a dollar value equal to the lesser of \$5,000 and the actual dollar value of such Convenience Class Creditor's Proven Voting Claim.

3.7 Election to be Treated as a Convenience Class Claim

Affected Creditors (excluding Noteholders) with Proven Distribution Claims in excess of \$5,000 that wish to elect to have their Proven Distribution Claims treated as Convenience Class Claims must deliver a duly completed and executed Convenience Class Claim Declaration to the Monitor prior to 5:00 p.m. (Toronto time) on July 15, 2010, in which case such Proven Distribution Claim shall be treated for all purposes as a Convenience Class Claim in the amount of \$5,000.

3.8 Parties Not Entitled to Vote

Affected Creditors having claims against National Post, National Post Holdings, Western Communications, Multisound Publishers, 4501071 Canada, CGS Shareholding, CGS NZ Radio, CGS International, CGS Debenture, Canwest MediaWorks US, Canwest MediaWorks Turkish Holdings, Canwest Irish Holdco, Canwest International, Canwest International Distribution, Canwest Communications, Canwest Finance, or 30109 shall not vote on the Plan in respect of such claims. The Labour Parties shall have no vote in respect of the Retiree Terminal Deficiency Claim or the CEP Terminal Deficiency Claim. Any person having an Unaffected Claim, an Intercompany Claim or an Equity Claim shall not be entitled to vote at any Meeting in respect of such Unaffected Claim, Intercompany Claim or Equity Claim, as applicable.

3.9 Fractions

An Affected Creditor's Proven Voting Claim shall not include fractional numbers and Proven Voting Claims shall be rounded down to the nearest whole Canadian dollar amount without compensation.

3.10 Voting of Unresolved Claims

Subject to Section 3.11, each Affected Creditor of a Plan Entity (other than a Noteholder) holding an Unresolved Claim shall be entitled to attend the Ordinary Creditors Meeting and shall be entitled to one vote at such Meeting. The Monitor shall keep a separate record of votes cast by Affected Creditors holding Unresolved Claims and shall report to the Court with respect thereto at the Plan Sanction Hearing. The votes cast in respect of any Unresolved Claim shall not be counted for any purpose unless, until and only to the extent that such Unresolved Claim is finally determined to be a Proven Voting Claim.

3.11 Order to Establish Procedure for Valuing Voting Claims

The procedure for valuing claims and resolving Unresolved Claims for voting purposes shall be as set forth in the Claims Procedure Order, the Meeting Order, the CCAA and the Plan. The CMI Entities and the Monitor shall have the right to seek the assistance of the Court in valuing any Unresolved Claim in accordance with the Claims Procedure Order, the Meeting Order, the CCAA and the Plan, if required, to ascertain the result of any vote on the Plan.

3.12 Approval by Creditors

In order to be approved, the Plan must receive an affirmative vote by the Required Majority.

3.13 Assignment of Ordinary Creditor Claims and Convenience Class Creditor Claims Prior to the Ordinary Creditors Meeting

An Ordinary Creditor or a Convenience Class Creditor may transfer or assign the whole of its Claim prior to the Ordinary Creditors Meeting in accordance with paragraph 45 of the Claims Procedure Order, provided that the CMI Entities and the Monitor shall not be obliged to deal with any such transferee or assignee as an Ordinary Creditor or a Convenience Class Creditor in respect thereof, including allowing such transferee or assignee to vote at the Ordinary Creditors Meeting, unless actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Monitor prior to 5:00 p.m. on the day that is at least ten (10) Business Days prior to the date of the Ordinary Creditors Meeting and acknowledged in writing by the Monitor and the relevant CMI Entity. Thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Procedure Order, the Meeting Order, the CCAA and the Plan constitute an Ordinary Creditor or a Convenience Class Creditor, as applicable, and shall be bound by any and all notices previously given to the transferor or assignor in respect of such Claim. Such transferee or assignee shall not be 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 transferee or assignee to any of the CMI Entities. For greater certainty, the CMI Entities and the Monitor shall not recognize partial transfers or assignments of Claims by Ordinary Creditors or Convenience Class Creditors.

ARTICLE 4 DISTRIBUTIONS AND PAYMENTS

4.1 Distributions to Noteholders

On the Plan Implementation Date, CMI shall distribute forthwith in accordance with the Plan, to the Trustee, on behalf of the Beneficial Noteholders, an amount equal to the Noteholder Pool by way of wire transfer (in accordance with the wire transfer instructions provided by the Trustee to CMI). Upon receipt by the Trustee of the wire transfer of the Noteholder Pool as contemplated in this Section 4.1, the CMI Entities shall have no further liability or obligation to any of the Noteholders or the Trustee in respect of the Notes or the distributions contemplated in this Section 4.1. The Trustee shall remit the Noteholder Pool to the applicable Depository for distribution to each Beneficial Noteholder of such Beneficial Noteholders' Pro Rata Amount as of the Distribution Record Date in accordance with the policies, rules and regulations of the Depository.

4.2 Distributions to Convenience Class Creditors

On one or more Distribution Dates as may be set by the Monitor from time to time, the Monitor on behalf of the CMI Entities shall distribute, from the Convenience Class Pool, to each Convenience Class Creditor with a Proven Distribution Claim on the Distribution Record Date or a Convenience Class Claim that subsequently becomes a Proven Distribution Claim an amount in cash equal to the lesser of (a) \$5,000 and (b) the value of such Convenience Class Creditor's

Proven Distribution Claim sent by prepaid ordinary mail to the last known address for such Convenience Class Creditor.

For greater certainty, Persons having Claims against National Post, National Post Holdings, 4501071 Canada, Western Communications, Multisound Publishers, CGS Shareholding, CGS NZ Radio, CGS International, CGS Debenture, Canwest MediaWorks US, Canwest MediaWorks Turkish Holdings, Canwest Irish Holdco, Canwest International, Canwest International Distribution, Canwest Communications, Canwest Finance or 30109 shall not receive any distribution from the Convenience Class Pool in respect of such Claims.

4.3 Distributions to Ordinary Creditors

For purposes of distributions, Ordinary CMI Creditors shall receive distributions from the Ordinary CMI Creditors Sub-Pool and the Ordinary CTLP Creditors shall receive distributions from the Ordinary CTLP Creditors Sub-Pool. The Monitor shall distribute, on behalf of the CMI Entities, on one or more Distribution Dates as may be set by the Monitor from time to time:

- (a) to each Ordinary CMI Creditor holding a Proven Distribution Claim as of the Distribution Record Date or a Claim that subsequently becomes a Proven Distribution Claim an amount that, together with any distributions previously made on account of such Claims is equal to the aggregate of such creditor's Ordinary CMI Creditor Pro Rata Amount of the Ordinary CMI Creditors Sub-Pool; and
- (b) to each Ordinary CTLP Creditor holding a Proven Distribution Claim as of the Distribution Record Date or a Claim that subsequently becomes a Proven Distribution Claim an amount that, together with any distributions previously made on account of such Claims is equal to the aggregate of such creditor's Ordinary CTLP Creditor Pro Rata Amount of the Ordinary CTLP Creditors Sub-Pool.

All distributions shall be made by cheque and sent by prepaid ordinary mail to the last known address for such Ordinary Creditor. For greater certainty, the Monitor shall not be obligated to make any distribution to the Ordinary Creditors until all Unresolved Claims without a dollar value have been finally resolved for distribution purposes.

For greater certainty, the Labour Parties shall not receive any distributions from the Ordinary Creditors Pool or the Convenience Class Pool in respect of the Retiree Terminal Deficiency Claim or the CEP Terminal Deficiency Claim, and Persons having Claims against National Post, National Post Holdings, 4501071 Canada, Western Communications, Multisound Publishers, CGS Shareholding, CGS NZ Radio, CGS International, CGS Debenture, Canwest MediaWorks US, Canwest MediaWorks Turkish Holdings, Canwest Irish Holdco, Canwest International, Canwest International Distribution, Canwest Communications, Canwest Finance or 30109 shall not receive any distribution from the Ordinary Creditors Pool or the Convenience Class Pool in respect of such Claims.

4.4 Distributions Regarding Unresolved Claims

An Affected Creditor holding an Unresolved Claim will not be entitled to receive a distribution under the Plan in respect of any portion thereof unless and until such Unresolved Claim becomes a Proven Distribution Claim.

4.5 Plan Implementation Fund

On and/or after the Plan Implementation Date, the Monitor shall receive from the Plan Entities (other than the CTLP Group Entities) the Cash and the Other PIF Assets and such further contributions, if any, as provided in the Plan Emergence Agreement, to constitute the Plan Implementation Fund to be administered by the Monitor in accordance with the Plan Emergence Agreement and the Sanction Order.

4.6 Payment of Unaffected Claims

The Claims listed in paragraphs (a) to (g) inclusive and (j) and (k) in the definition of Unaffected Claims shall be paid forthwith on or after the Plan Implementation Date by the Monitor, on behalf of the CMI Entities, from the Plan Implementation Fund in accordance with the Plan Emergence Agreement. To the extent that the value of an Unaffected Claim is at issue, the Monitor shall attempt to resolve such Unaffected Claim and may seek the advice and direction of the Court in connection therewith. Any outstanding Post-Filing Claims which are not New Canwest Liabilities or Post-Filing Claims of the CTLP Group Entities shall be paid by the Monitor, on behalf of the CMI Entities, from the Plan Implementation Fund in accordance with the Plan Emergence Agreement. With respect to the Claims listed in paragraph (l) of the definition of Unaffected Claims, such Unaffected Claims shall be paid in full from the Plan Implementation Fund within six months after the date of the Sanction Order.

4.7 Allocation of Distributions

All distributions made by the Monitor and CMI pursuant to the Plan shall be made first in consideration for the outstanding principal amount of each Claim and secondly in consideration of accrued and unpaid interest and penalties.

4.8 Cancellation of Certificates and Notes

Following completion of the steps in the sequence set forth in Section 5.5, all debentures, Notes, certificates, agreements, invoices and other instruments evidencing Affected Claims will not entitle any holder thereof to any compensation or participation other than as expressly provided for in the Plan and will be cancelled and will be null and void.

4.9 Taxes

In connection with the Plan and all distributions hereunder, the CMI Entities shall, to the extent applicable, comply with all Tax withholding and reporting requirements imposed by any Law of a federal, state, provincial, local, or foreign taxing authority, and all distributions hereunder shall be subject to, and made net of, any such withholding and reporting requirements. Notwithstanding any other provision of the Plan: (a) each Affected Creditor that is to receive a distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction

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and payment of any Tax obligations imposed by any Governmental Entity, including income, withholding and other Tax obligations, on account of such distribution, and (b) no distribution shall be made to or on behalf of such Affected Creditor pursuant to the Plan unless and until such Affected Creditor has made arrangements satisfactory to the Monitor for the payment and satisfaction of any such Tax obligations which could result in a Tax liability for the Monitor and/or CMI Entities. Any distributions to be distributed pursuant to the Plan shall, pending the implementation of such arrangements, be treated as Undeliverable Distributions pursuant to Section 4.10. In connection with the payment in consideration for the transfer of the Canwest New Preferred Shares, the Shaw Designated Entity shall, to the extent applicable, comply with all Tax withholding and reporting requirements imposed by any Law of a federal, state, provincial, local, or foreign taxing authority, and all distributions hereunder shall be subject to, and made net of, any such withholding and reporting requirements.

4.10 Undeliverable Distributions

If a distribution to an Ordinary Creditor, or a Convenience Class Creditor, in respect of its Proven Distribution Claim is returned as undeliverable (each, an “**Undeliverable Distribution**”), no further delivery will be required unless and until the Monitor is notified in writing of such Affected Creditor’s then current address. Any obligation to an Affected Creditor relating to an Undeliverable Distribution will expire six (6) months after the date of such distribution, after which date any liability to such Affected Creditor under the Plan will be forever barred, discharged, released and extinguished with prejudice and without compensation and the amount of such Undeliverable Distribution shall be deposited into the Plan Implementation Fund. In addition, following that date, the CMI Entities and the Monitor shall not be liable to the Affected Creditor or any other Person for any damages related to the Undeliverable Distribution. No interest shall be payable in respect of an Undeliverable Distribution.

4.11 Assignment of Ordinary Claims Subsequent to the Ordinary Creditors Meeting

An Ordinary Creditor may transfer or assign the whole of its Claim after the Ordinary Creditors Meeting provided that the Monitor shall not be obliged to make distributions to any such transferee or assignee or otherwise deal with such transferee or assignee as an Ordinary Creditor in respect thereof unless actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Monitor prior to 5:00 p.m. on the day that is at least ten (10) Business Days prior to the initial Distribution Date and acknowledged in writing by the Monitor and the relevant CMI Entity. Thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Procedure Order constitute an Ordinary Creditor and shall be bound by notices given and steps in respect of such Ordinary Creditor’s Claim. For greater certainty, the Monitor shall not recognize partial transfers or assignments of Ordinary Creditors’ Claims. A transferee or assignee of an Ordinary Creditor’s Claim shall not be entitled to set-off, apply, merge, consolidate, or combine any such Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such transferee or assignee to any of the CMI Entities. For greater certainty, a Convenience Class Creditor shall not be entitled to transfer or assign its Convenience Class Claim after delivering to the Monitor its Convenience Class Claim Declaration. Nothing in this Section 4.11 restricts the ability of a Noteholder to transfer all or part of its holdings of Notes subsequent to the Meeting but prior to the Effective Time.

4.12 Treatment of Equity Claims

- (a) The Existing Shareholders will not be entitled to any distributions under the Plan or any other compensation from the CMI Entities on account of their Equity Claims in connection with or as a result of the transactions contemplated by the Plan.
- (b) On the Plan Implementation Date, all Equity Compensation Plans of Canwest will be terminated, and any outstanding options, restricted share units or other equity-based awards outstanding thereunder will be terminated and cancelled, and the participants therein shall not be entitled to any distributions under the Plan or any other compensation on account of any Equity Claims in connection therewith.

4.13 Treatment of Intercompany Claims

Notwithstanding Sections 4.2 to 4.4, any Person having an Intercompany Claim shall not be entitled to any distribution under the Plan.

ARTICLE 5 RESTRUCTURING AND PLAN IMPLEMENTATION

5.1 Corporate and Other Authorizations

The adoption, execution, delivery, implementation and consummation of all matters contemplated under the Plan and the Plan Emergence Agreement involving corporate or other action of the CMI Entities will occur and be effective as of the Plan Implementation Date in the sequence set out in Section 5.5, and will be authorized and approved under the Plan and by the Court, where appropriate, as part of the Sanction Order, in all respects and for all purposes without any requirement of further action by the shareholders of any CMI Entity or any of the Directors or Officers. All necessary approvals to take actions, if required, shall be deemed to have been obtained from the Directors and Officers or the shareholders of the relevant CMI Entities, including the deemed passing by any class of shareholders of any resolution or special resolution and no shareholders' agreement or agreement between a shareholder and another Person limiting in any way the taking of any such steps or actions contemplated by the Plan shall be effective and shall be deemed to have no force or effect.

5.2A Incorporation of New Canwest

Prior to the Plan Implementation Date, CMI will incorporate New Canwest under the CBCA as a wholly-owned subsidiary of CMI and will cause New Canwest to issue one (1) Class A common share to CMI for \$1. The incorporating documentation shall include the New Canwest Articles of Incorporation and the New Canwest By-Laws. The Initial Directors will be individuals to be nominated by CMI.

5.2B Canwest Reorganization

On the Plan Implementation Date, in accordance with Section 5.5, the articles of Canwest will be amended pursuant to the Canwest Articles of Reorganization as follows:

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- (a) To reorganize the authorized capital of Canwest into an unlimited number of Canwest New Multiple Voting Shares, Canwest New Subordinate Voting Shares and Canwest New Non-Voting Shares, and an unlimited number of Canwest New Preferred Shares, the terms of which shall provide for the mandatory transfer to the Shaw Designated Entity of the Canwest New Preferred Shares held by the Existing Shareholders for an aggregate amount equal to \$11,000,000 for distribution to the Existing Shareholders upon the delivery by Canwest to the Transfer Agent of the transfer notice contemplated by the terms of the Canwest New Preferred Shares.
- (b.1) At the Effective Time, each Multiple Voting Share held by an Existing Shareholder shall be changed into one (1) Canwest New Multiple Voting Share and one (1) Canwest New Preferred Share.
- (b.2) At the Effective Time, each Subordinate Voting Share held by an Existing Shareholder shall be changed into one (1) Canwest New Subordinate Voting Share and one (1) Canwest New Preferred Share.
- (b.3) At the Effective Time, each Non-Voting Share held by an Existing Shareholder shall be changed into one (1) Canwest New Non-Voting Share and one (1) Canwest New Preferred Share.

5.3 CH Plan Administrator

Prior to the Plan Implementation Date, CMI and CTLP will apply to the Superintendent of Financial Institutions under section 29.1 of the PBSA to remove CTLP as administrator of the CH Plan and appoint a third party firm in its stead to effect an orderly wind-up of the CH Plan.

5.4 4414616 Canada

On or prior to the Plan Implementation Date, CMI shall cause 4414616 Canada to be dissolved pursuant to section 210(3) of the CBCA. CMI shall assume all debts, obligations and other liabilities of 4414616 Canada, if any, and upon such assumption, 4414616 Canada shall be fully released and discharged from all such debts, obligations and other liabilities. CMI shall have a power of attorney in respect of 4414616 Canada coupled with an interest to execute and file in the name of 4414616 Canada any elections with federal or provincial tax authorities as may be necessary or appropriate.

5.5 Steps To Be Taken on the Plan Implementation Date

Each of the following transactions contemplated by and provided for under the Plan will be consummated and effected and shall for all purposes be deemed to occur on the Plan Implementation Date, in the sequence specified in this Section 5.5, commencing at the Effective Time. Therefore all of the actions, documents, agreements and funding necessary to implement all of the following transactions must be in place and be final and irrevocable prior to the Effective Time and shall then be held in escrow and shall be released and deemed to take effect in the order specified below without any further act or formality and no other act or formality shall be required:

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- (a) The Cash Collateral Agreement shall be deemed to be terminated and all obligations thereunder shall be released, discharged and extinguished with prejudice.
- (b) National Post and National Post Holdings shall repay to CMI from the National Post Transaction proceeds all advances or loans made to them from CMI from and after the Filing Date.
- (c) The Plan Implementation Fund shall be established and funded in accordance with the Plan and the Plan Emergence Agreement and held in trust by the Monitor, to be used by the Monitor in accordance with the Plan and the Plan Emergence Agreement.
- (d) The CTLP Limited Partnership Agreement shall be amended to provide that all income and losses of CTLP that would be calculated for the purposes of the ITA, or any other relevant taxation legislation of any province or other jurisdiction, and all other items of income, gain, loss, deduction, recapture and credit of CTLP (including any income arising as a result of the settlement or compromise of debts), that are allocable for purposes of the ITA or any other relevant taxation legislation of any province or other jurisdiction, earned, realized or otherwise included in the income of CTLP up to the time of the transfer by CMI to New Canwest of its units of CTLP as set out below, will be allocated to CMI as a former limited partner in CTLP except that such allocation will not include amounts otherwise allocable to GP Inc.
- (e) All Claims relating to guarantees granted by any CMI Entity or any other Canwest Subsidiary (including Irish Holdco and Ireland Nominee) to the Noteholders and/or the Trustee, such guarantees and any other security granted by any such CMI Entity or Canwest Subsidiary to the Noteholders and/or the Trustee, and all rights of indemnity and subrogation arising thereunder, shall be fully released and discharged, and, in consideration of such release and discharge of Irish Holdco, each of Irish Holdco and the Collateral Agent shall be deemed to have released and discharged any security granted to it or for its benefit in respect of the Secured Intercompany Note, and Irish Holdco shall further be deemed to have fully and finally released with prejudice the CMI Entities and Ireland Nominee from their obligations to pay any interest then accrued and unpaid on the Secured Intercompany Note and the Unsecured Intercompany Note and from the guarantees granted by the CMI Entities and Ireland Nominee to Irish Holdco in connection with the Secured Intercompany Note and the Unsecured Intercompany Note.
- (f) All contract defaults arising as a result of the CCAA Proceedings and the implementation of the Plan shall be deemed to be cured.
- (g) CTLP shall pay or cause to be paid the CH Plan Settlement Amount to the CH Plan by way of certified cheque or wire transfer in immediately available funds payable to the CH Plan Trustee for the account of the CH Plan.

- (h) (i) The Retiree Terminal Deficiency Claim shall be deemed to be fully and finally satisfied, discharged, and released and the CTLP Plan Entities shall be released of any liability in connection therewith; (ii) the CEP Terminal Deficiency Claim shall be deemed to be fully and finally satisfied, discharged and released with prejudice and the CTLP Plan Entities shall be released of any liability in connection therewith; (iii) the CEP CH Plan Grievance shall be deemed to be fully and finally satisfied and withdrawn with prejudice for all purposes, and the CEP, on behalf of the Current and Former Members, shall be deemed to fully and finally release and forever discharge with prejudice the CMI Entities from any and all Claims in relation to or arising in connection with the CH Plan and any and all Claims arising from or in relation to the CH Plan; and (iv) the Claims in relation to the CH Plan against the Directors and Officers shall be deemed to be fully and finally satisfied, discharged and released with prejudice for the purpose of the Claims Procedure Order and all other purposes, and the CEP on behalf of the Current and Former Members shall be deemed to fully and finally release and forever discharge with prejudice the Directors and Officers from any and all Claims, including the Claims against the Directors and Officers arising from or in relation to the CH Plan.
- (i) Each of 4501063 Canada, MBS Productions and Global Centre will commence dissolution under section 210(3) of the CBCA or section 237 of the OBCA, as applicable. In connection therewith, and as a consequence thereof:
- (i) each such company shall distribute all of its assets, rights and properties to CMI, including, in the case of 4501063 Canada, the shares it holds in GP Inc., and, in all cases, any Canwest/CMI Group Intercompany Receivables held by such corporation, and such assets, rights and properties shall be vested into CMI free and clear of any liens, charges and encumbrances, including the Court Charges and the Existing Security, pursuant to a vesting provision in the Sanction Order; and
- (ii) all debts, liabilities and other obligations of each such corporation shall be assumed by CMI, upon which assumption, such corporation shall be fully released and discharged from all such debts, liabilities and other obligations.

CMI shall, in the case of each such corporation, have a power of attorney coupled with an interest, to execute and file in the name of such corporation any elections with federal or provincial tax authorities as may be necessary or appropriate.

- (j) Canwest shall transfer or cause to be transferred the Trademarks, the Copyrights and Other IP, the Other Canwest Assets and any and all Canwest/CMI Group Intercompany Receivables owing to it to CMI in consideration for the issuance of one (1) common share of CMI. Canwest shall assign or cause to be assigned the Trademarks Licence Agreement, the Trademarks Licence, and the CW Media Trademarks Licence Agreements to CMI and CMI shall assume Canwest's liabilities and obligations under the Trademarks Licence Agreement, the

Trademarks Licence, the CW Media Trademarks Licence Agreements and under section 6.4 of the Omnibus Transition and Reorganization Agreement.

- (k) All Claims and Unaffected Claims against the CTLP Plan Entities excluding: (i) Intercompany Claims (other than the Fireworks Claim), (ii) the Post-Filing Claims against the CTLP Plan Entities, and (iii) the obligation of CTLP to pay the CH Plan Settlement Amount, shall be deemed to be Claims against CMI on the following basis:
- (i) CMI shall assume the Fireworks Claim for consideration equal to \$1;
 - (ii) CMI shall assume and become liable in the stead of the CTLP Plan Entities to pay the amount ultimately determined to be payable to the holders of such Claims and Unaffected Claims against the CTLP Plan Entities either as a distribution in accordance with the Plan or a payment from the Plan Implementation Fund (which amount shall be hereinafter referred to as the “**Assumption Consideration Amount**”);
 - (iii) as consideration for the assumption by CMI referred to in this Section 5.5(k) of the obligations to pay distributions, or make payments from the Plan Implementation Fund, in respect of such Claims and Unaffected Claims against CTLP, CTLP shall concurrently with such assumption pay to CMI an amount equal to the CTLP Assumption Consideration Amount, which shall be satisfied as follows:
 - (A) by a reduction in the amount, if any, owing under the CTLP-CMI Receivable; and
 - (B) to the extent that the CTLP Assumption Consideration Amount exceeds the amount of the CTLP-CMI Receivable, by the issuance of a demand note in favour of CMI with a principal amount equal to the excess (the “**CTLP Assumption Consideration Note**”).
 - (iv) as consideration for the assumption by CMI referred to in this Section 5.5(k) of the obligations to pay distributions, or make payments from the Plan Implementation Fund in respect of such Claims and Unaffected Claims against each other CTLP Plan Entity, each such CTLP Plan Entity shall concurrently with such assumption issue a demand note in favour of CMI with a principal amount equal to \$1 in respect of the Fireworks Claim and in each other case the amount of the Assumption Consideration Amount, if any, relating to such Claims and Unaffected Claims against it (each such note, an “**Other CTLP Plan Entity Assumption Consideration Note**”); and
 - (v) the holders of such Claims and Unaffected Claims shall have no further claims against the CTLP Plan Entities.

- (l) The Court Charges and the Existing Security shall be released as they relate to (i) the New Canwest Assets; (ii) the CW Investments Shares; (iii) the assets of the CTLP Plan Entities; (iv) the CTLP Assumption Consideration Note; and (v) the Other CTLP Plan Entity Assumption Consideration Notes and any Canwest/CMI Group Intercompany Receivables owing to CMI by a CTLP Plan Entity.
- (m) All amounts owing by Canwest and the Canwest Subsidiaries (excluding the CTLP Group Entities) to a CTLP Plan Entity, immediately prior to the transaction referred to in this Section 5.5(m), shall be forgiven and released.
- (n) CMI shall contribute the Other CTLP Plan Entity Assumption Consideration Notes and any Canwest/CMI Group Intercompany Receivables owing to it (other than amounts owing to it by CTLP) to the capital of CTLP.
- (o) CMI shall transfer and assign the New Canwest Assets to New Canwest and New Canwest shall assume the New Canwest Liabilities without recourse to the CMI Entities other than the CTLP Plan Entities. Upon the assumption by New Canwest of the New Canwest Liabilities, none of the CMI Entities (other than the CTLP Plan Entities) or the Directors and Officers shall have any further obligation or liability in respect of any of the New Canwest Liabilities and the CMI Entities (other than the CTLP Plan Entities) and the Directors and Officers shall be fully released and discharged with prejudice from the New Canwest Liabilities. To the extent that CMI does not have legal or beneficial title to the New Canwest Assets immediately prior to the transfer of the New Canwest Assets to New Canwest and such legal and beneficial title of such New Canwest Assets is held by any one of the CMI Entities, such CMI Entity shall be deemed to transfer to CMI all of its legal or beneficial interest in such New Canwest Assets immediately prior to the transfer of the New Canwest Assets by CMI to New Canwest. The transfer of the New Canwest Assets to New Canwest shall be free from any liens, charges and encumbrances including the Court Charges and the Existing Security, pursuant to a vesting provision in the Sanction Order.
- (p) New Canwest shall assume the defence and responsibility for the conduct of the Insured Litigation, including the payment of the Insured Litigation Deductibles with respect thereto and responsibility for the day-to-day case management of the Insured Litigation. Such case management responsibilities are to include, without limitation, providing instructions to counsel, making employees available for examinations for discovery, providing documents, and providing witnesses at trial. New Canwest shall pay all Insured Litigation Deductibles in the same manner and to the same extent that Canwest, CMI, or any of the CTLP Plan Entities would otherwise have been required to pay such deductibles in respect of the Insured Litigation. For greater certainty, New Canwest will not assume liability of Canwest, CMI, or any of the CTLP Plan Entities with respect to the Insured Litigation beyond payment of any Insured Litigation Deductibles assumed in accordance with this Section 5.5 and distribution of any insurance proceeds received by New Canwest, and New Canwest will not be responsible for any amounts payable by Canwest, CMI, or any of the CTLP Plan Entities with respect to such litigation, except to the extent that insurance proceeds are

available and in such cases shall assist as reasonably necessary including making Employees available as necessary, at New Canwest's cost.

- (q) All Transfer Taxes shall be paid by New Canwest, subject to any applicable election available to reduce or eliminate such Transfer Taxes.
- (r) The Broadcast Licences held by GP Inc. as general partner and CMI as limited partner carrying on business as CTLP will be "surrendered" to the CRTC following the issuance of new broadcasting licences by the CRTC to GP Inc. and New Canwest carrying on business as CTLP.
- (s) In consideration for the transfer to New Canwest by CMI of the Canwest/CMI Group Intercompany Receivables owing to CMI by CTLP, the CTLP Assumption Consideration Note and any amounts receivable by CMI under the Shared Services Agreement and/or the Omnibus Transition and Reorganization Agreement, New Canwest will concurrently with such transfer issue the New Canwest Note to CMI.
- (t) In consideration for the transfer to New Canwest by CMI of all other New Canwest Assets, New Canwest will concurrently with such transfer issue one (1) million Class A common shares in New Canwest to CMI and will assume the New Canwest Liabilities.
- (u) As determined by CIBC and CMI prior to the Plan Implementation Date, the CIT Credit Agreement and the CIT Facility will be repaid and terminated and any existing letters of credit issued under the CIT Credit Agreement and the CIT Facility will be cash collateralized, replaced or addressed by issuing new back-to-back letters of credit.
- (v) The Canwest Articles of Reorganization shall become effective.
- (w) Canwest shall deliver to the Transfer Agent the transfer notice contemplated by the terms of the Canwest New Preferred Shares.
- (x) The Shaw Designated Entity will, following the delivery to the Transfer Agent of the notice pursuant to Section 5.5(w), purchase all of the Canwest New Preferred Shares held by the Existing Shareholders and will pay \$11,000,000 to the Transfer Agent for distribution to such holders of the Canwest New Preferred Shares as of the Effective Time, in consideration for the transfer to the Shaw Designated Entity of all of the issued and outstanding Canwest New Preferred Shares created pursuant to the Canwest Articles of Reorganization.
- (y) The Shaw Designated Entity will donate and surrender the Canwest New Preferred Shares acquired by it to Canwest for cancellation.
- (z) Canwest and CMI shall be deemed to provide the Plan Sponsor with an irrevocable direction to pay the Subscription Price net of the Noteholder Pool to the Monitor and the Plan Sponsor shall pay the Subscription Price net of the

Noteholder Pool to the Monitor. The Monitor shall receive and hold the Subscription Price net of the Noteholder Pool in trust for the benefit of the Affected Creditors of the Plan Entities (other than the Noteholders) in accordance with the Plan. The Monitor shall divide that part of the Subscription Price which it receives into and shall establish the Ordinary Creditors Pool, including the Ordinary CMI Creditors Sub-Pool and the Ordinary CTLP Creditors Sub-Pool and the Convenience Class Pool.

- (aa) The Plan Sponsor shall pay the portion of the Subscription Price equal to the Noteholder Pool to CMI and CMI shall establish the Noteholder Pool therefrom.
- (bb) As consideration for the Subscription Price for the acquisition from CMI, pursuant to a vesting provision in the Sanction Order, all of the issued and outstanding shares of New Canwest, the New Canwest Note, and the CW Investments Shares shall be transferred to and vested in 7316712 Canada free and clear from any liens, charges and encumbrances, including the Court Charges and the Existing Security, pursuant to a vesting provision in the Sanction Order.
- (cc) The Initial Directors, and the Directors and Officers of GP Inc. and of the Subsidiaries controlled by CTLP shall be deemed to have resigned and shall be replaced by directors and officers nominated by 7316712 Canada.
- (dd) All Directors and Officers and any committee members of Canwest including the Special Committee, as applicable, CMI, National Post Holdings, CW Investments (other than the Shaw nominees) and their respective Subsidiaries and of 4501071 Canada shall be deemed to have resigned.
- (ee) Contemporaneously with the transfer of the CW Investments Shares to 7316712 Canada, CMI shall assign and transfer all of its rights and obligations under the Shareholders Agreement to 7316712 Canada.
- (ff) All Equity Compensation Plans will be cancelled without compensation to their participants.
- (gg) In addition to the releases referred to in Sections 5.5(e) and 5.5(h) and Section 6.3(d), all of the releases set out in Section 7.3 will be effected and all Affected Claims and other matters and claims to be released by Section 7.3 shall be satisfied extinguished, released and forever barred with prejudice.
- (hh) The Employees of the CTLP Group Entities shall continue to be employed by one of the CTLP Group Entities. To the extent that Persons having existing contracts (written or oral) with one of the CTLP Group Entities on the Plan Implementation Date provide services to one of the CTLP Group Entities, such CTLP Group Entity shall continue to retain such Persons as independent contractors.
- (ii) All security interests in, and pledges of, the Irish Holdco Preference "A" Shares, granted by CMI, including any Court Charges and the Existing Security, shall be deemed to be fully released and discharged.

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- (jj) Irish Holdco shall redeem 345,063 of the Irish Holdco Preference "A" Shares for the Irish Holdco Aggregate Redemption Price.
- (kk) Irish Holdco shall fully satisfy its obligation to pay the Irish Holdco Aggregate Redemption Price by set-off of the full principal amount owing under (i) the Secured Intercompany Note and (ii) the Unsecured Intercompany Note and by set-off of the \$72,306,685 of the amount owing under the Irish Holdco Intercompany Receivable, so that after the completion of the set-off herein, CMI's obligations under the Secured Intercompany Note and the Unsecured Intercompany Note shall be satisfied in full and the Irish Holdco Intercompany Receivable will be reduced to \$315.

5.6 National Post and National Post Holdings

- (a) The Noteholders shall not receive any distributions under the Plan from National Post or National Post Holdings. On the Plan Implementation Date, all Claims which the Noteholders have against National Post or National Post Holdings shall be barred, released and forever discharged with prejudice.
- (b) On the Plan Implementation Date, National Post Holdings and National Post shall deliver to the Monitor assignments in bankruptcy under the BIA naming the Monitor as Trustee in Bankruptcy. The Trustee in Bankruptcy shall apply for an order consolidating the bankruptcy estates of National Post Holdings and National Post to create the National Post Consolidated Bankruptcy Estate.
- (c) The Claims Procedure Order, the CMI Claims Bar Date, and the Restructuring Period Claims Bar Date shall continue to apply in respect of the determination of Claims against National Post Holdings, National Post and the National Post Consolidated Bankruptcy Estate, if any, for voting purposes and distributions in such estates and only Ordinary Creditors having Proven Distribution Claims against National Post Holdings, National Post and the National Post Consolidated Bankruptcy Estate, if any, shall be entitled to receive distributions from National Post Holdings, National Post or the National Post Consolidated Bankruptcy Estate.
- (d) The remaining proceeds of sale from the National Post Transaction after the repayment by National Post of the advances made by CMI to National Post from and after the Filing Date shall be vested in the Trustee in Bankruptcy of the estates of National Post Holdings, National Post, or the National Post Consolidated Bankruptcy Estate, if any, free and clear of all Court Charges and the Existing Security.

5.7 Post-Implementation Matters

- (a) The Monitor shall complete the resolution of the Unresolved Claims in accordance with the Claims Procedure Order, the Meeting Order, the Sanction Order, the Plan and the Plan Emergence Agreement and complete any remaining

distributions to Affected Creditors of the Plan Entities holding Proven Distribution Claims.

- (b) In addition to the bankruptcy of National Post and National Post Holdings, following the Plan Implementation Date, the Sanction Order shall empower and authorize the Monitor in its discretion under the Sanction Order to assign into bankruptcy under the BIA, or effect a liquidation, winding-up or dissolution of Canwest and any Canwest Subsidiaries which remain as such following the completion of the transfer by CMI of the shares in New Canwest and the CW Investments Shares to 7316712 Canada and to take any steps necessary or incidental thereto, including effecting any required change of name where permitted. The Proven Distribution Claims of Ordinary Creditors who do not receive a distribution from the Ordinary Creditors Pool or the Convenience Class Pool in respect of any such remaining Canwest Subsidiaries being wound-up, liquidated or dissolved shall continue to remain outstanding against such remaining entities but shall be released as against the Plan Entities and the Directors and Officers. The Sanction Order shall also authorize the Monitor to act as trustee in bankruptcy, liquidator, receiver or similar official in respect to any such bankruptcy, liquidation, winding-up or dissolution.
- (c) The Monitor shall be empowered and authorized to retain such advisors and legal counsel in Canada and in other jurisdictions as it deems necessary and advisable and to pay for such advisors and counsel from the Plan Implementation Fund.

ARTICLE 6

SANCTION ORDER AND PLAN IMPLEMENTATION

6.1 Application for Sanction Order

If the Plan is approved by the Requisite Majority, the Applicants shall apply to the Court for the Sanction Order. The CMI Entities shall use their commercially reasonable efforts to obtain the Sanction Order on or before August 27, 2010. Subject to the Sanction Order being granted and the satisfaction or waiver by the applicable Parties of the Conditions Precedent set out in Section 6.3, the Plan will be implemented by the CMI Entities as provided in Section 5.5.

6.2 Effect of Sanction Order

In addition to sanctioning the Plan, the Applicants will seek a Sanction Order that will, without limitation to any other terms that it may contain:

- (a) confirm that the Meetings have been duly called and held in accordance with the Meeting Order;
- (b) declare that (i) the Plan has been approved by the Required Majority in conformity with the CCAA; (ii) the CMI Entities have complied with the provisions of the CCAA and the Orders in all respects; (iii) the Court is satisfied that the CMI Entities have not done or purported to do anything that is not

authorized by the CCAA; and (iv) the Plan and the transactions contemplated thereby are fair and reasonable;

- (c) declare that as of the Plan Implementation Date, the Plan and all associated steps, compromises, transactions, arrangements, assignments, releases and the restructuring effected thereby are approved, binding and effective as herein set out upon the CMI Entities, all Affected Creditors and all other Persons affected by the Plan;
- (d) declare that the steps to be taken and the compromises and releases to be effected on the Plan Implementation Date are deemed to occur and be effected in the sequential order contemplated by Section 5.5 on the Plan Implementation Date, beginning at the Effective Time;
- (e) authorize (i) the winding-up and dissolution of 4501063 Canada, MBS Productions and Global Centre under section 210(3) of the CBCA or section 237 of the OBCA, as applicable, (ii) the transfer of all of the assets, rights and properties of each such corporation, including, in the case of 4501063 Canada, the shares that it holds in GP Inc., and, in all cases, any Canwest/CMI Group Intercompany Receivables held by such corporation, to CMI on the Plan Implementation Date and that such assets, rights and properties shall vest in CMI free and clear of any liens, charges and encumbrances, including the Court Charges and the Existing Security, and (iii) the assumption by CMI of all of the debts, obligations and other liabilities of 4501063 Canada, MBS Productions and Global Centre;
- (f) authorize and approve the assumption by CMI of all of the debts, obligations and other liabilities of the Canwest Subsidiaries provided for in the Plan.
- (g) authorize and approve the transfer and assignment by CMI of the New Canwest Assets to New Canwest and vest the New Canwest Assets in New Canwest free and clear of all liens, charges and encumbrances, including the Court Charges and the Existing Security;
- (h) declare that all shares issued by New Canwest to CMI pursuant to the Plan shall have been validly issued;
- (i) authorize and approve the assumption by New Canwest of all of the New Canwest Liabilities and declare that upon such assumption, CMI shall have no further obligation in respect of the New Canwest Liabilities and CMI shall be forever released and discharged from the New Canwest Liabilities;
- (j) authorize and approve of the transfer and assignment by CMI of all of the issued and outstanding shares of New Canwest, the New Canwest Note and the CW Investments Shares to 7316712 Canada and vest in 7316712 Canada such assets free and clear of all liens, charges and encumbrances, including the Court Charges and the Existing Security;

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- (k) declare that the compromises, arrangements, discharges and the releases referred to in Sections 5.5(e) and 5.5(h), Section 6.3(d) and Section 7.3 are approved and shall become binding and effective in accordance with the Plan;
- (l) terminate and discharge the Court Charges and the Existing Security on the Plan Implementation Date, provided however that from and after the Plan Implementation Date, the Administration Charge shall only apply and extend to the Ordinary Creditors Pool and the Plan Implementation Fund;
- (m) compromise, discharge and release Canwest, CMI, Yellow Card and the CTLP Plan Entities, from any and all Affected Claims and compromise, discharge and release the CTLP Plan Entities from all Intercompany Claims not affected or otherwise dealt with by the provisions of Section 5.5 and that are owed, immediately after Section 5.5(kk) to Canwest or its Subsidiaries (other than the CTLP Group Entities and CW Investments and its Subsidiaries) (as determined immediately after Section 5.5(kk)) and declare that the ability of any Person to proceed against Canwest, CMI, Yellow Card and the CTLP Plan Entities in respect of or relating to any such Affected Claims and Intercompany Claims shall be forever discharged, extinguished, released and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims and Intercompany Claims shall be permanently stayed against the Plan Entities, subject only to the right of Affected Creditors to receive distributions pursuant to the Plan in respect of their Affected Claims;
- (n) declare that any Claims for which a CMI Notice of Dispute or a CMI Proof of Claim has not been filed by the CMI Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, shall be forever barred, extinguished and released with prejudice;
- (o) declare that, subject to the performance by the CMI Entities of the obligations under the Plan, all obligations, contracts, agreements, leases or other arrangements to which any one of the CMI Entities is a party shall be and remain in full force and effect, unamended, as at the Plan Implementation Date, unless disclaimed or resiliated by any of the CMI Entities pursuant to the Claims Procedure Order or the Meeting Order, and no party to any such obligation or agreement shall on or following the Plan Implementation Date, accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise disclaim or resiliate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation or agreement, by reason:
 - (i) of any event which occurred prior to, and not continuing after, the Plan Implementation Date or which is or continues to be suspended or waived under the Plan, which would have entitled any other party thereto to enforce those rights or remedies;
 - (ii) that the CMI Entities have sought or obtained relief or have taken steps as part of the Plan or under the CCAA;

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- (iii) of any default or event of default arising as a result of the financial condition or insolvency of the CMI Entities;
 - (iv) of the effect upon the CMI Entities of the completion of any of the transactions contemplated under the Plan, including the transfer of the New Canwest Assets to New Canwest; or
 - (v) of any compromises, settlements, restructurings and releases effected pursuant to the Plan;
- (p) remove the name "Canwest" from the corporate, business, trade, or partnership names of any of the CMI Entities and their Subsidiaries other than the CTLP Plan Entities and change the registered office of the CMI Entities governed by the CBCA other than the CTLP Plan Entities to Toronto, Ontario;
- (q) approve the Plan Emergence Agreement and all schedules thereto including the PIF Schedule, and declare that the Monitor and the Plan Sponsor shall have no liability in respect of amounts to be paid out of the Plan Implementation Fund pursuant to the Plan Emergence Agreement and the Plan, or for any costs or expenses associated therewith, or for any deficiencies in the Plan Implementation Fund;
- (r) authorize the Monitor to perform its functions and fulfil its obligations under the Plan to facilitate the implementation of the Plan and expand the powers of the Monitor to perform its obligations under the Plan and the Plan Emergence Agreement, including to (i) administer and distribute the Plan Implementation Fund, (ii) receive the Subscription Price net of the Noteholder Pool, (iii) establish and hold the Ordinary Creditors Pool, including the Ordinary CMI Creditors Sub-Pool, the Ordinary CTLP Creditors Sub-Pool and the Convenience Class Pool, (iv) resolve any Unresolved Claims, (v) effect the distributions in respect of Proven Distribution Claims to the Ordinary Creditors and the Convenience Class Creditors and pay the Unaffected Claims (including without limitation, to resolve any unresolved Unaffected Claims) in accordance with the Plan and the Plan Emergence Agreement, (vi) effect the liquidation, bankruptcy, winding-up or dissolution of Canwest and certain of its remaining Canwest Subsidiaries including, for the avoidance of doubt, the foreign Canwest Subsidiaries, (vii) authorize the Monitor, if required, to act as trustee in bankruptcy, liquidator, receiver or a similar official of such entities, (viii) liquidate any assets of the CMI Entities (other than the CTLP Plan Entities), including the Winnipeg Condo, not transferred to New Canwest pursuant to the Plan, and to contribute any net proceeds realized therefrom to the Plan Implementation Fund, (ix) take all appropriate steps to collect all refunds, dividends, distributions or other amounts payable to Canwest or CMI, (x) implement a claims process to determine and resolve any Post-Filing Claim which is to be paid from the Plan Implementation Fund, and (xi) such other powers as may be granted by the Court from time to time;

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- (s) declare that all distributions and payments by the Monitor to the Ordinary Creditors and the Convenience Class Creditors under the Plan are for the account of the CMI Entities and the fulfillment of the CMI Entities' obligations under the Plan;
- (t) declare that, after the Effective Time, the Applicants which are CTLP Plan Entities shall no longer be Applicants in the CCAA Proceedings; provided that in connection with the CTLP Plan Entities, the Monitor's powers and functions with respect to the resolution and administration of Unresolved Claims, making distributions under the Plan and duties under the Plan Emergence Agreement and the CCAA, including determining, resolving and paying Unaffected Claims related to the CTLP Plan Entities shall continue;
- (u) authorize the Monitor to file on or after the Plan Implementation Date assignments in bankruptcy under the BIA for National Post and National Post Holdings and authorize FTI to apply for the consolidation of and to act as trustee in bankruptcy of such entities, including the National Post Consolidated Bankruptcy Estate, if any;
- (v.1) provide that the Noteholders and the Trustee shall have no Claims against National Post Holdings, National Post and the National Post Consolidated Bankruptcy Estate, if any, and that the Claims Procedure Order, the CMI Claims Bar Date, the Meeting Order and the Restructuring Period Claims Bar Date shall apply to resolve all Claims against National Post Holdings, National Post or the National Post Consolidated Bankruptcy Estate, if any;
- (v.2) pursuant to section 191 of the CBCA, declare that the articles of Canwest be amended pursuant to the Canwest Articles of Reorganization;
- (v.3) declare that the Existing Shares are validly changed into Canwest New Shares and the Canwest New Preferred Shares and such Canwest New Shares and Canwest New Preferred Shares shall be validly created, issued and outstanding as fully-paid and non-assessable as of the Effective Time;
- (v.4) declare that the Shaw Designated Entity, upon payment of \$11,000,000 to the Transfer Agent, shall acquire all of the issued and outstanding Canwest New Preferred Shares, free and clear of all liens, charges, adverse claims and encumbrances, including the Court Charges and the Existing Security;
- (w) declare that the Stay of Proceedings under the Initial Order continues until the discharge of the Monitor;
- (x) provide that section 36.1 of the CCAA, sections 95 to 101 of the BIA and any other federal or provincial Law relating to preferences, fraudulent conveyances or transfers at undervalue, shall not apply to the Plan or to any payments or distributions made in connection with the restructuring and recapitalization of the CMI Entities, whether before or after the Filing Date, including to any and all of

the payments, distributions or transactions contemplated by and to be implemented pursuant to the Plan;

- (y) provide that the Chief Restructuring Advisor shall be discharged and released from its obligations on the Plan Implementation Date;
- (z) discharge and release any liability of Directors and Officers and the Initial Directors in accordance with the release set out in Section 7.3(a) and declare that the ability of any Person to proceed against them in respect of or relating to any Affected Claims shall be forever discharged, extinguished, released and restrained;
- (aa) confirm the releases contemplated in Sections 5.5(e) and 5.5(h), Section 6.3(d) and Section 7.3;
- (bb) stay the commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including, without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Released Party in respect of any matter released pursuant to Sections 5.5(e) and 5.5(h) and Section 7.3;
- (cc) authorize the Applicants, the Monitor and the Plan Sponsor to apply to the Court for advice and direction in respect of any matter arising from or under the Plan and/or the Plan Emergence Agreement; and
- (dd) authorize and direct the Monitor to apply to the Court for its discharge.

6.3 Conditions to Plan Implementation

The implementation of the Plan is subject to the satisfaction or waiver of the following Conditions Precedent prior to or at the Effective Time (provided that, for greater certainty, the Condition Precedent set out in Section 6.3(f) cannot be waived):

- (a) the Plan, the Sanction Order, and all definitive legal documentation in connection with all of the foregoing shall be in a form agreed by Canwest, CMI, the Ad Hoc Committee and the Plan Sponsor;
- (b) the Plan shall have been approved and sanctioned by the Court, and the Sanction Order shall be in full force and effect and all applicable appeal periods in respect thereof shall have expired and any appeals therefrom shall have been finally disposed of by the applicable appellate court;
- (c) there shall not exist or have occurred any default or event of default (other than those defaults or events of default that are remedied or waived and other than an event of default arising from a breach of section 5(b) of the Cash Collateral Agreement which does not result in another event of default) under the CIT Credit Agreement or the Cash Collateral Agreement;

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- (d) CTLP shall have ceased to be the administrator of the CH Plan, a third party firm shall have been appointed in its place, and CTLP shall be released from any and all Claims as administrator of the CH Plan;
- (e) the Court shall have approved the Omnibus Transition and Reorganization Agreement and the transactions contemplated therein shall have become effective;
- (f) Canwest, CMI, New Canwest, GP Inc., the Plan Sponsor and the Monitor shall have entered into the Plan Emergence Agreement and shall all have agreed to the final PIF Schedule;
- (g) Canwest, CMI, New Canwest and the Plan Sponsor shall have entered into the Tax Matters Agreement;
- (h) CMI shall, immediately prior to the Effective Time, own, directly or indirectly, a minimum of 35.33% of the outstanding equity shares of CW Investments and CW Investments shall, at the Effective Time, own substantially all of the assets that it owned as at October 5, 2009;
- (i) all filings under applicable Laws shall have been made and any material regulatory consents or approvals that are required in connection with the transactions contemplated by the Plan, including the issue of the Broadcast Licences, shall have been obtained, including under the *Competition Act* (Canada) and the *Broadcasting Act* (Canada), on terms satisfactory to CMI and the Plan Sponsor;
- (j) there shall be no liabilities or contingent liabilities of any of the CTLP Plan Entities in respect of any registered pension plans, except for (i) those registered pension plans listed on Schedule D.7, and (ii) any multi-employer pension plans in which any of the CTLP Plan Entities are required to contribute pursuant to a collective bargaining agreement;
- (k) the Trustee shall have delivered to CMI in writing wire instructions no later than three (3) Business Days prior to the Plan Implementation Date;
- (l) all conditions of closing under the Subscription Agreement, Shaw Support Agreement and Support Agreement shall have been satisfied or waived by the applicable parties in accordance with the terms of the Subscription Agreement, Shaw Support Agreement or Support Agreement, and the Subscription Agreement, Shaw Support Agreement or Support Agreement shall not have been terminated. For greater certainty, the conditions precedent in this Section 6.3(l) may be waived only upon the consent of all Parties who benefit from the particular condition precedent in the Subscription Agreement, the Shaw Support Agreement or the Support Agreement that remains unsatisfied as at the Effective Time;

- (m) the Monitor shall have received from the Plan Sponsor the Subscription Price net of the Noteholder Pool to be held in escrow until the Monitor's Certificate is delivered; and
- (n) CIBC and CMI shall have entered into arrangements satisfactory to the parties for the repayment and termination of the CIT Credit Agreement and the CIT Facility, and for the cash collateralization, replacement or issuance of new back-to-back letters of credit.

6.4 Monitor's Certificate

Upon the satisfaction or waiver of the Conditions Precedent, Canwest, the Plan Sponsor and the Ad Hoc Committee shall so advise the Monitor in writing and the Monitor shall deliver to the CMI Entities, the Ad Hoc Committee and the Plan Sponsor the Monitor's Certificate substantially in the form of Schedule G. On or forthwith following the Plan Implementation Date, the Monitor shall file such Monitor's Certificate with the Court and shall post a copy of same, once filed, on the Website.

6.5 Outside Date

If the Conditions Precedent are not satisfied on or before September 30, 2010, unless such date is extended in accordance with the Subscription Agreement, Shaw Support Agreement and Support Agreement, the Plan and the Sanction Order shall cease to have any further force or effect and will not be binding on any Person.

ARTICLE 7 EFFECT OF THE PLAN

7.1 Effect of the Plan Generally

Following completion of the steps in the sequence set forth in Section 5.5, the Plan will constitute: (a) full, final and absolute settlement, and a release, extinguishment and discharge of all indebtedness, liabilities and obligations of or in respect of all (i) Affected Claims except Intercompany Claims against the Plan Entities; (ii) in the case of the CTLP Plan Entities, all Intercompany Claims not affected or otherwise dealt with by the provisions of Section 5.5 and that are owed, immediately after Section 5.5(kk) to Canwest or its Subsidiaries (other than the CTLP Group Entities and CW Investments and its Subsidiaries) (determined immediately after Section 5.5(kk)); (iii) in the case of the Noteholders, Claims of the Noteholders against Canwest and the Canwest Subsidiaries including any interest and costs accruing and unpaid thereon; and (iv) Equity Claims; and (b) a reorganization of the Business.

7.2 Prosecution of Judgments

From and after the completion of the steps to be taken at the Effective Time as set out in Section 5.5, no step or proceeding may be taken in respect of any action, suit, judgment, execution, cause of action or similar proceeding in connection with any Affected Claim against the Plan Entities and any such proceedings will be deemed to have no further effect against any Plan Entity or any of its assets and will be released, discharged, dismissed or vacated without

cost to the Plan Entities. Any Plan Entity may apply to the Court or any court of competent jurisdiction to obtain a discharge or dismissal, if necessary, of any such proceedings without notice to the Affected Creditor.

7.3 Released Parties

- (a) On the Plan Implementation Date, and without limiting in any way the releases and discharges of all Claims provided for in Sections 5.5(e) and 5.5(h) and Section 6.3(d), Canwest, the CMI Entities and the Canwest Subsidiaries and each of their respective present and former shareholders, the Directors and Officers, members of the Special Committee or any pension or other committee or governance counsel, financial advisors (including RBC and Genuity), legal counsel and agents, the Monitor and its counsel, FTI, the Chief Restructuring Advisor, the Initial Directors, the Retiree Representative Counsel, the Retiree Representatives, CIBC and the Plan Sponsor and the present and former directors, officers and agents of each (collectively, the “**Released Parties**”) will be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any indebtedness, liability, obligation, demand or cause of action of whatever nature that any Person (including any Person who may claim contribution or indemnification against or from them) may be entitled to assert, including any and all Claims in respect of statutory liabilities of Directors, Officers, and any alleged fiduciary (whether acting as a director, officer, member of the Special Committee or a pension or other committee or governance counsel or acting in any other capacity in connection with the administration of the CH Plan or any other pension or benefit plan of any of the CMI Entities) whether known or unknown, matured or unmatured, direct, indirect or derivative, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Plan Implementation Date relating to, arising out of or in connection with any claim, including any claim arising out of (i) the restructuring, disclaimer, rescission, breach or termination of any contract, lease, agreement or other arrangement, whether written or oral, (ii) the business and affairs of Canwest, any of the CMI Entities or any of the Canwest Subsidiaries, (iii) the administration or management of the CH Plan or any other pension or benefit plans, (iv) the Plan, (v) the CCAA Proceedings, (vi) any transaction referenced in the Support Agreement, the Subscription Agreement, the Shaw Support Agreement, the CTLP Limited Partnership Agreement or the Plan Emergence Agreement, and (vii) the Canwest Articles of Reorganization and related transactions, provided however that nothing in this Section 7.3 will release or discharge:

- (A) Canwest or any of the Canwest Subsidiaries (other than the CTLP Plan Entities) from or in respect of (x) any Unaffected Claim or (y) its obligations to Affected Creditors under the Plan or under any Order;

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- (B) a Released Party if the Released Party is adjudged by the express terms of a judgment rendered on a final determination on the merits to have committed fraud or wilful misconduct or to have been grossly negligent or, in the case of Directors, in respect of any claim referred to in section 5.1(2) of the CCAA;
- (C) any Claim (other than a Claim of a Noteholder or the Trustee) against a CMI Entity which is not a Plan Entity, and any Affected Creditor shall be allowed to continue to assert such Claim against National Post Holdings, National Post, and any National Post Consolidated Bankruptcy Estate or against any such other CMI Entity which is not a Plan Entity; and
- (D) claims of creditors against Canwest Subsidiaries which are not CMI Entities.

For greater certainty and notwithstanding sub-paragraphs A, B, C and D above, all Claims including all Restructuring Period Claims filed against the Directors and Officers pursuant to the Claims Procedure Order or otherwise and all other claims against the Directors and Officers of Canwest and the Canwest Subsidiaries shall be discharged, released and forever barred with prejudice, and the Directors and Officers shall have no further liability in respect thereto.

- (b) At the Effective Time, the Noteholders, the Ad Hoc Committee, the Trustee and each of their respective present and former shareholders, officers, directors, legal counsel, agents and Houlihan, (collectively, the **"Noteholder Released Parties"**) will be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any indebtedness, liability, obligation, demand or cause of action of whatever nature that any Person (including any Person who may claim contribution or indemnification against or from them) may be entitled to assert whether known or unknown, matured or unmatured, direct, indirect or derivative, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Effective Time relating to, arising out of or in connection with the Notes (including any guarantee obligations under the Notes or the Indenture), the recapitalization of the CMI Entities, the Plan, the CCAA Proceedings, the Support Agreement and the Shaw Support Agreement and any other actions or matters related directly or indirectly to the foregoing; provided that nothing in this Section 7.3(b) will release or discharge any of the Noteholder Released Parties in respect of their obligations under the Plan and provided further that nothing in this Section 7.3(b) will release or discharge a Noteholder Released Party if the Noteholder Released Party is adjudged by the express terms of a judgment rendered on a final determination on the merits to have committed fraud or wilful misconduct, or to have been grossly negligent.

7.4 Guarantees and Similar Covenants

No Person who has a Claim under any guarantee, surety, indemnity or similar covenant in respect of any Claim that is compromised under the Plan or who has any right to claim over in respect of, or to be subrogated to the rights of, any Person in respect of a Claim that is compromised under the Plan will be entitled to any additional rights beyond the rights of the Affected Creditor whose Claim is compromised under the Plan.

7.5 Consents, Waivers and Agreements

At the Effective Time, each Affected Creditor will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety. Without limitation to the foregoing, each Affected Creditor will be deemed:

- (a) to have executed and delivered to the CMI Entities all consents, assignments, releases and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety;
- (b) to have waived any default by or rescinded any demand for payment against any CMI Entity that has occurred on or prior to the Plan Implementation Date pursuant to, based upon or as a result of any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Affected Creditor and such CMI Entity with respect to an Affected Claim;
- (c) to have agreed that, if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Affected Creditor and any CMI Entity with respect to an Affected Claim as at the Plan Implementation Date and the provisions of the Plan, then the provisions of the Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly; and
- (d) from and after the Effective Time, such Affected Creditor shall be deemed to have waived any and all defaults of the CMI Entities (except defaults under the securities, contracts, instruments, releases and other documents delivered under the Plan or entered into in connection therewith or pursuant thereto) then existing or previously committed by the CMI Entities or caused by the CMI Entities, directly or indirectly, or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, express or implied, in any contract, credit document, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Affected Creditor and the CMI Entities arising from the filing by the Applicants under the CCAA or the transactions contemplated by the Plan and the failure by any CMI Entity to receive any consent from such Affected Creditor to any transaction contemplated by the Plan, including a default arising therefrom under a covenant relating to any affiliate or a Canwest Subsidiary other than the CMI Entities, and any and all notices of default and demands for payment under any instrument, including any guarantee arising from such default, shall be deemed to have been rescinded.

7.6 Multiple Affected Claims

At the Effective Time, for distribution purposes under the Plan, in respect of all Affected Creditors and their rights in respect of Affected Claims: (a) all guarantees and indemnities of a Plan Entity of the payment or performance by another Plan Entity with respect to any Affected Claim will be deemed eliminated and cancelled; and (b) any Affected Claim against a Plan Entity and all guarantees and indemnities by a Plan Entity of any such Affected Claim will be treated as a single Affected Claim against the Plan Entities.

For greater certainty, the treatment of Affected Claims as provided in this Section 7.6 will not affect the legal and corporate structures of the CMI Entities or cause any CMI Entity to be liable for any Claim for which it is not otherwise liable.

ARTICLE 8 GENERAL

8.1 Amendments

Before and during each Meeting, the CMI Entities may at any time and from time to time, amend the Plan by written instrument and the Monitor shall post such amendment on the Website, subject to the receipt of the prior written consent to such amendment of the Plan Sponsor and the Ad Hoc Committee. The CMI Entities will give reasonable written notice to all Affected Creditors present at each Meeting of the details of any such amendment prior to the vote being taken to approve the Plan. After the Meetings, the CMI Entities may at any time and from time to time amend the Plan by written instrument if (a) the Court, the CMI Entities, the Ad Hoc Committee and the Plan Sponsor, or (b) the Monitor, the CMI Entities, the Plan Sponsor and the Ad Hoc Committee without the need for obtaining an Order, consent to such amendment and determine that such amendment would not be materially prejudicial to the interests of the Affected Creditors under the Plan or is necessary to give effect to the full intent of the Plan or the Sanction Order, provided that the CMI Entities shall give reasonable written notice of the details of any such amendment to Affected Creditors that have filed a notice of appearance in the CCAA Proceedings and shall post such notice on the Website. The Applicants will file a copy of any amendment to the Plan with the Court, but no notice will be provided to Affected Creditors, other than as provided in this Section 8.1, and no additional vote of the Affected Creditors will be necessary to give effect to such amendment to the Plan.

8.2 Non-Consummation of the Plan

If the Sanction Order is not issued, the Plan will be null and void in all respects and any claim, settlement, compromise or assignment embodied in the Plan, any restructuring, termination, disclaimer or resiliation of executory contracts, any releases effected by the Plan and any document or agreement executed pursuant to the Plan will be deemed null and void. If the Sanction Order is not issued or subsequently the Plan is not implemented, nothing contained in the Plan, and no act taken in preparation for implementation of the Plan will: (a) constitute or be deemed to constitute a waiver or release of any Claims by or against any CMI Entity or any Person; (b) prejudice in any manner, the rights of any CMI Entity or any Person in any further proceedings involving a CMI Entity; or (c) constitute an admission of any sort by any CMI Entity or any other Person, including in respect of the classification of creditors.

8.3 Contracts and Leases

Except as otherwise provided in the Plan, as of the Effective Time, each Plan Entity shall be deemed to have ratified each executory contract and unexpired lease to which it is a party (other than in respect of Claims arising from such contract or lease which for greater certainty will be Affected Claims of which are compromised pursuant to the Plan), unless such contract or lease: (a) was previously disclaimed, resiliated or terminated by such Plan Entity; (b) previously expired or terminated pursuant to its own terms; or (c) was amended as evidenced by a written agreement with the Plan Entity and in such case, the amended contract or lease shall be deemed ratified.

8.4 Preferential Transactions

Section 36.1 of the CCAA, sections 95 to 101 of the BIA and any federal or provincial Law relating to preferences, fraudulent conveyances or transfers at undervalue shall not apply to the Plan or to any payments or distributions made in connection with the restructuring and recapitalization of the CMI Entities, whether made before or after the Filing Date, including to any and all transactions contemplated by and to be implemented pursuant to the Plan.

8.5 Severability of Plan Provisions

If, prior to the Effective Time, any provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Applicants and subject to the consent of the Monitor, the Plan Sponsor and the Ad Hoc Committee, may alter and interpret such provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of such provision, and such provision will then be applicable as altered or interpreted and the remainder of the provisions of the Plan will remain in full force and effect and will in no way be invalidated by such alteration or interpretation.

8.6 Deeming Provisions

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

8.7 Paramountcy

Except with respect to the Unaffected Claims, from and after the Effective Time, any conflict between the Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, bylaws of the CMI Entities, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between one or more of the Affected Creditors and the CMI Entities as at the Plan Implementation Date will be deemed to be governed by the terms, conditions and provisions of the Plan and the Sanction Order, which shall take precedence and priority.

8.8 Set-Off

The law of set-off applies to all Affected Claims.

8.9 Responsibilities of the Monitor

FTI is acting in its capacity as Monitor in the CCAA Proceedings with respect to the CMI Entities and not in its personal or corporate capacity and will not be responsible or liable for any obligations of any CMI Entity under the Plan or otherwise, including with respect to the making of distributions or the receipt of any distribution by an Affected Creditor pursuant to the Plan or the Plan Emergence Agreement. The Monitor will have the powers and protections granted to it by the Plan, the CCAA, the Initial Order, the Meeting Order, the Sanction Order and any other Order.

8.10 Different Capacities

Persons who are affected by the Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder in each such capacity in accordance with the Meeting Order. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless otherwise provided in the Meeting Order, or unless expressly agreed by the Person in writing.

8.11 Further Assurances

At the request of the CMI Entities, each of the Persons named or referred to in, or subject to, the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the transactions contemplated herein, notwithstanding any provision of the Plan that deems any transaction or event to occur without further formality.

8.12 Governing Law

The Plan will be governed by and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada applicable therein.

8.13 Notices

Any notice or communication in respect of a notice of dispute of claim filed with the Monitor must be delivered to the Monitor in accordance with the Claims Procedure Order. Any other notice or other communication to be delivered or filed hereunder must be in writing and reference the Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail, facsimile or by e-mail (scanned copy) addressed to the respective parties as follows:

- (a) if to the Applicants:

Canwest Global Communications Corp.
3100 Canwest Place
201 Portage Avenue
Winnipeg MB R3B 3L7

Attention: General Counsel
Fax No.: (204) 947-9841

E-mail: rleipsic@canwest.com

with a copy to:

Osler, Hoskin & Harcourt LLP
Box 50
1 First Canadian Place
Toronto, ON M5X 1B8

Attention: Edward A. Sellers / Tracy C. Sandler
Fax No.: (416) 862-6666
E-mail: esellers@osler.com / tsandler@osler.com

(b) if to the Trustee:

The Bank of New York
101 Barclay Street
New York, New York 10286
United States

Attention: Vanessa Mack
Fax No.: (212) 815-5803
E-mail: vanessa.mack@bnymellon.com

(c) if to the Ad Hoc Committee:

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

Attention: Robert Chadwick / Celia Rhea
Fax No.: (416) 979-1234
Email: rchadwick@goodmans.ca / crhea@goodmans.ca

(d) if to any other Affected Creditor:

to the known address (including facsimile number or e-mail) for such Affected Creditor or the address for such Affected Creditor specified in the notice of dispute of claim filed by such Affected Creditor in the CCAA Proceedings.

(e) if to the Monitor:

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FTI Consulting Canada Inc.
TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Greg Watson
Fax No.: (416) 649-8101
E-mail: greg.watson@fticonsulting.com

with a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: David Byers
Fax No.: (416) 947-0866
E-mail: dbyers@stikeman.com

(f) if to the Plan Sponsor:

Shaw Communications Inc. and
7316712 Canada Inc.
Suite 900
630 – 3rd Avenue SW,
Calgary, AB T2P 4L4

Attention: Steve Wilson/Peter Johnson
Fax No.: (403) 716-6544
E-mail: steve.wilson@sjrb.ca/peter.johnson@sjrb.ca

with a copy to:

Davies Ward Phillips & Vineberg LLP
One First Canadian Place
100 King Street West
P.O. Box 63
44th Floor
Toronto, ON M5X 1B1

Attention: Vincent Mercier / Robin Schwill
Fax No.: 416-863-0871
E-mail: vmercier@dwpv.com / rschwill@dwpv.com

or to such other address as any party may from time to time notify the others in accordance with this Section 8.13. All such communications that are delivered will be deemed to have been

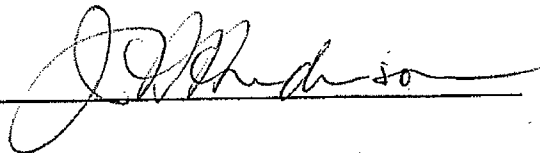
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received on the day of delivery. All such communications that are sent by facsimile or e-mail (scanned copy) will be deemed to be received on the day sent if sent before 5:00 p.m. on a Business Day and otherwise will be deemed to be received on the Business Day next following the day upon which such facsimile or e-mail (scanned copy) was sent. Any notice or other communication sent by mail will be deemed to have been received on the fifth Business Day after the date of mailing. The unintentional failure by any CMI Entity to give a notice contemplated hereunder will not invalidate any action taken by any Person pursuant to the Plan.

Dated as of the 23rd day of June, 2010.

Tab “D”

THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF JOHN E. MAGUIRE
SWORN BEFORE ME
ON THIS 1ST DAY OF SEPTEMBER, 2010

A handwritten signature in cursive script, appearing to read "J. Anderson", written over a horizontal line.

**JANICE AUDREY ANDERSON
A NOTARY PUBLIC
IN AND FOR THE PROVINCE OF MANITOBA
APPOINTMENT EXPIRES MAY 14, 2012**

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) WEDNESDAY, THE 28th DAY
)
MADAM JUSTICE PEPALL) OF JULY, 2010

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

PLAN SANCTION ORDER



THIS MOTION made by Canwest Global Communications Corp. ("**Canwest**") and the other Applicants listed on Schedule "A" hereto (collectively, the "**Applicants**") and the Partnerships listed on Schedule "B" hereto (collectively, the "**Partnerships**" and, together with the Applicants, the "**CMI Entities**", and each a "**CMI Entity**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order sanctioning the restated consolidated plan of compromise, arrangement and reorganization accepted for filing by this Court on June 23, 2010, and as restated on July 16 2010 (the "**Plan**") concerning, affecting and involving Canwest, Canwest Media Inc. ("**CMI**"), 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., as the Plan may be further amended, varied or supplemented by the CMI Entities from time to time in accordance with the terms thereof and the Meeting Order, which is attached as Schedule "C" hereto, and pursuant to section 191 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended (the "**CBCA**") for an order amending the

articles of Canwest and giving effect to the changes and transactions arising therefrom, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Thomas C. Strike sworn July 20, 2010 (the “**Strike Affidavit**”), the Sixteenth Report dated July 9, 2010 (the “**Monitor’s 16th Report**”) of FTI Consulting Canada Inc. in its capacity as Court-appointed monitor of the CMI Entities (the “**Monitor**”) and the Seventeenth Report dated July 21, 2010 of the Monitor (the “**Monitor’s 17th Report**”) and on hearing the submissions of counsel for the CMI Entities, the Special Committee of the board of directors of Canwest, the Monitor, the *ad hoc* committee of holders of 8% senior subordinated notes due 2012 issued by CMI (the “**Ad Hoc Committee**”), CIBC Asset-Based Lending Inc. (“**CIBC**”), the Management Directors of the Applicants, Shaw Communications Inc. (“**Shaw**”), the *ad hoc* group of Existing Shareholders (the “**Shareholder Group**”) and such other counsel as were present, no one else appearing although duly served with the Motion Record as appears from the Affidavit of Service, filed.

DEFINITIONS

1. **THIS COURT ORDERS** that any capitalized terms not otherwise defined in this Plan Sanction Order shall have the meanings ascribed to them in the Plan.

SERVICE AND MEETINGS

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the 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.

3. **THIS COURT ORDERS** that there has been good and sufficient service and delivery of the Meeting Order and the Meeting Materials (as as defined in the Meeting Order) to all Affected Creditors.

4. **THIS COURT ORDERS** that the Meetings were duly convened and held, all in conformity with the CCAA and the Orders of the Court made in these proceedings, including the Meeting Order.

SANCTION OF THE PLAN

5. **THIS COURT ORDERS AND DECLARES** that (a) the Plan has been approved by the Required Majority in conformity with the CCAA; (b) the CMI Entities have complied with the provisions of the CCAA and the Orders of the Court made in these proceedings in all respects; (c) the Court is satisfied that the CMI Entities have not done or purported to do anything that is not authorized by the CCAA; and (d) the CMI Entities have acted in good faith and with due diligence, and the Plan and all the terms and conditions of, and matters and transactions contemplated by, the Plan are fair and reasonable.

6. **THIS COURT ORDERS** that the Plan is hereby sanctioned and approved pursuant to section 6 of the CCAA.

APPROVALS AND AUTHORIZATIONS

7. **THIS COURT ORDERS** that the Plan Emergence Agreement and all schedules thereto including the form of the PIF Schedule appended thereto is hereby approved, and the Monitor and the Plan Sponsor shall not incur any liability whatsoever with respect to (a) amounts to be paid out of the Plan Implementation Fund pursuant to the Plan Emergence Agreement or the Plan, (b) any costs or expenses incurred in connection with, in relation to or as a result of any payment made, required to be made or not made from the Plan Implementation Fund, or (c) any deficiency in the Plan Implementation Fund or any specific Account (as defined in the Plan Emergence Agreement) in the PIF Schedule provided that New Canwest and CTLP shall be liable for any such deficiency in accordance with section 5.1 of the Plan Emergence Agreement. The parties to the Plan Emergence Agreement are hereby authorized and directed to finalize the PIF Schedule in accordance with the provisions of the Plan Emergence Agreement.

PLAN IMPLEMENTATION

8. **THIS COURT ORDERS** that any two Directors or Officers are hereby authorized and directed to take all actions determined by such Directors and Officers to be necessary or appropriate in the sole opinion of such Directors and Officers to enter into, adopt, execute, deliver, implement and consummate the contracts, instruments, releases, all other agreements or documents to be created or which are to come into effect in connection with the Plan and the Plan Emergence Agreement and all matters contemplated under the Plan and the

Plan Emergence Agreement involving corporate, partnership or other action of or on behalf of the CMI Entities, and all such actions of the Directors and Officers are hereby approved and will occur in accordance with, and as contemplated by, the Plan and the Plan Emergence Agreement, in all respects and for all purposes without any requirement of further action by the shareholders or other security holders of the CMI Entities or any of the other Directors or Officers. Further, to the extent not previously given, all necessary approvals to take any such action shall be and are hereby deemed to have been obtained from the Directors and Officers or the shareholders or other security holders of the relevant CMI Entities, as applicable, including the deemed passing by any class of shareholders of any resolution or special resolution, and no shareholders' agreement, partnership agreement or agreement between a shareholder or partner and another Person limiting in any way the taking of any such steps or actions contemplated by the Plan shall be effective and shall be of, and is hereby deemed to have, no force or effect.

9. **THIS COURT ORDERS** that the Monitor and the CMI Entities are hereby authorized and directed to take all steps and actions, and to do all things, determined by the Monitor or the CMI Entities, respectively, to be necessary or appropriate to implement the Plan and the Plan Emergence Agreement in accordance with their respective terms and as contemplated thereby, and to enter into, execute, deliver, implement and consummate all of the steps, transactions and agreements, as required by the Monitor or the CMI Entities, respectively, contemplated by the Plan and the Plan Emergence Agreement.

10. **THIS COURT ORDERS** that the Plan and all associated steps, compromises, transactions, arrangements, assignments, releases and the restructuring to be effected thereby are hereby approved, and upon the delivery of the Monitor's Certificate to the CMI Entities, the Ad Hoc Committee and the Plan Sponsor in accordance with section 6.4 of the Plan, shall be deemed to be implemented, shall be binding and effective in accordance with the provisions of the Plan, and shall enure to the benefit of and be binding upon the CMI Entities, all Affected Creditors, and all other Persons affected by the Plan.

11. **THIS COURT ORDERS** that the Monitor shall file with the Court a copy of the Monitor's Certificate referred to in paragraph 10 above as soon as reasonably practicable on or forthwith following the Plan Implementation Date after delivery thereof and shall post a copy of the Monitor's Certificate, once filed, on the Website.

TRANSACTIONS TO BE COMPLETED PRIOR TO THE PLAN IMPLEMENTATION DATE

12. **THIS COURT ORDERS** that effective upon the appointment of a third party firm as administrator of the CH Plan pursuant to the Plan, CTLP shall be released from any and all Claims as administrator of the CH Plan up to and including such date.

13. **THIS COURT ORDERS** that CMI is hereby authorized and directed to and shall cause 4414616 Canada to be dissolved pursuant to section 210(3) of the CBCA. CMI is hereby authorized and directed to and shall assume all debts, obligations and other liabilities of 4414616 Canada, if any, and upon such assumption, 4414616 Canada shall deemed to be fully released and discharged from all such debts, obligations and other liabilities. CMI is hereby authorized and directed to execute and file in the name of 4414616 Canada any elections, designations, returns or other document with federal or provincial tax authorities as may be necessary or appropriate.

14. **THIS COURT AUTHORIZES AND DIRECTS** the CMI Entities to take all necessary steps to cause the name "Canwest" to be removed from the corporate, business, trade, or partnership names of any of the CMI Entities and their Subsidiaries (other than the CTLP Plan Entities, CW Investments and their respective Subsidiaries and the Subsidiaries of 4501071 Canada).

15. **THIS COURT ORDERS** that the registered offices of 4501071 Canada, Canwest Finance, Canwest, CMI, National Post Holdings, National Post and Multisound Publishers shall be changed to c/o Osler, Hoskin & Harcourt LLP, PO Box 50, 1 First Canadian Place, Toronto, Ontario, M5X 1B8 and the CMI Entities (excluding the CTLP Plan Entities) are hereby authorized and directed to take all steps necessary to give effect to this paragraph 15, including, if necessary with respect to any provincially governed CMI Entity, the continuance of such CMI Entity under the laws of Canada or Ontario.

TRANSACTIONS TO BE COMPLETED ON THE PLAN IMPLEMENTATION DATE BEGINNING AT THE EFFECTIVE TIME

16. **THIS COURT ORDERS** that the steps to be taken and the compromises and releases to be effected on the Plan Implementation Date, including the steps, compromises and

releases set out in paragraphs 17 to 61 below, are and shall be deemed to occur and be effected in the sequential order contemplated in section 5.5 of the Plan on the Plan Implementation Date, beginning at the Effective Time. The relief ordered in paragraphs 17 to 61 hereof is conditional upon, and shall not be effective until, the occurrence of the Plan Implementation Date.

17. **THIS COURT ORDERS** that the Cash Collateral Agreement shall be and is hereby deemed to be terminated and all obligations thereunder of the parties thereto shall be and are hereby deemed to be released, discharged and extinguished with prejudice.

18. **THIS COURT ORDERS** that National Post and National Post Holdings are hereby authorized and directed to and shall repay to CMI from the proceeds of the National Post Transaction all advances or loans made to them by CMI from and after the Filing Date.

19. **THIS COURT ORDERS** that the Plan Implementation Fund shall be established and funded in accordance with the Plan and the Plan Emergence Agreement to be held by the Monitor in accordance with paragraph 73 below.

20. **THIS COURT ORDERS** that the CTLP Limited Partnership Agreement shall be amended in accordance with section 5.5(d) of the Plan.

21. **THIS COURT ORDERS** that (a) all Claims relating to guarantees granted by any CMI Entity or any other Canwest Subsidiary (including Irish Holdco and Ireland Nominee) to the Noteholders and/or the Trustee, (b) the guarantees referred to in sub-paragraph (a) and any other security granted by any such CMI Entity or Canwest Subsidiary to the Noteholders and/or the Trustee, and (c) all rights of indemnity and subrogation arising under such guarantees and other security, shall be and are hereby deemed to be fully released and discharged, and, in consideration of such release and discharge of Irish Holdco, each of Irish Holdco and the Collateral Agent shall be and are hereby deemed to have released and discharged any security granted to it or for its benefit in respect of the Secured Intercompany Note, and Irish Holdco shall further be and is hereby deemed to have fully and finally released with prejudice the CMI Entities and Ireland Nominee from their obligations to pay any interest then accrued and unpaid on the Secured Intercompany Note and the Unsecured Intercompany Note and from the guarantees granted by the CMI Entities and Ireland Nominee in connection with the Secured Intercompany Note and the Unsecured Intercompany Note.

22. **THIS COURT ORDERS** that all contract defaults arising as a result of the CCAA Proceedings and the implementation of the Plan shall be and are hereby deemed to be cured.

23. **THIS COURT ORDERS** that CTLP is hereby authorized and directed to and shall pay or cause to be paid the CH Plan Settlement Amount to the CH Plan by way of certified cheque or wire transfer in immediately available funds payable to the CH Plan Trustee for the account of the CH Plan.

24. **THIS COURT ORDERS** that (a) the Retiree Terminal Deficiency Claim shall be and is hereby deemed to be fully and finally satisfied, discharged, and released and the CTLP Plan Entities shall be and are hereby deemed to be released of and from any liability in connection therewith; (b) the CEP Terminal Deficiency Claim shall be and is hereby deemed to be fully and finally satisfied, discharged and released with prejudice and the CTLP Plan Entities shall be and are hereby deemed to be released of and from any liability in connection therewith; (c) the CEP CH Plan Grievance shall be and is hereby deemed to be fully and finally satisfied and withdrawn with prejudice for all purposes, and the CEP, on behalf of the Current and Former Members, shall be and is hereby deemed to fully and finally release and forever discharge with prejudice the CMI Entities from any and all Claims in relation to or arising in connection with the CH Plan; and (d) the Claims in relation to the CH Plan against the Directors and Officers shall be and are hereby deemed to be fully and finally satisfied, discharged and released with prejudice for the purpose of the Claims Procedure Order and all other purposes, and the CEP on behalf of the Current and Former Members shall be and is hereby deemed to fully and finally release and forever discharge with prejudice the Directors and Officers from any and all Claims, including any Claims against the Directors or Officers arising from or in relation to the CH Plan.

25. **THIS COURT ORDERS** that the CMI Entities are hereby authorized and directed to and shall cause each of 4501063 Canada, MBS Productions and Global Centre to be dissolved under section 210(3) of the CBCA or section 237 of the OBCA, as applicable. In connection therewith, and as a consequence thereof:

- (a) each of 4501063 Canada, MBS Productions and Global Centre are hereby authorized and directed to and shall distribute all of its respective assets, rights and properties to CMI, including, in the case of 4501063 Canada, the shares it

holds in GP Inc., and, in all cases, any Canwest/CMI Group Intercompany Receivables held by such corporation and such assets, rights, and properties shall vest in CMI in accordance with paragraph 75 hereof; and

- (b) all debts, liabilities and other obligations of each of 4501063 Canada, MBS Productions and Global Centre shall be assumed by CMI, upon which assumption, each of 4501063 Canada, MBS Productions and Global Centre shall be deemed to be fully released and discharged with prejudice from all such debts, liabilities and other obligations.

26. **THIS COURT ORDERS** that in furtherance of the dissolutions set out at paragraph 25 above, CMI is hereby, in the case of each such corporation, authorized and directed to execute and file in the name of such corporation any elections, designations, returns or other document with federal or provincial tax authorities as may be necessary or appropriate.

27. **THIS COURT ORDERS** that Canwest is hereby authorized and directed to and shall transfer or cause to be transferred the Trademarks, the Copyrights and Other IP, the Other Canwest Assets and any and all Canwest/CMI Group Intercompany Receivables owing to it to CMI (and the Trademarks, Copyrights and Other IP, the Other Canwest Assets and any and all Canwest/CMI Group Intercompany Receivables shall vest in CMI in accordance with paragraph 76 hereof) in consideration for the issuance of one (1) common share of CMI. Canwest is hereby authorized and directed to and shall assign or cause to be assigned the Trademarks Licence Agreement, the Trademarks Licence, and the CW Media Trademarks Licence Agreements to CMI and CMI is hereby authorized and directed to and shall be deemed to assume Canwest's liabilities and obligations under the Trademarks Licence Agreement, the Trademarks Licence, the CW Media Trademarks Licence Agreements and under section 6.4 of the Omnibus Transition and Reorganization Agreement.

28. **THIS COURT ORDERS** that all Claims and Unaffected Claims against the CTLP Plan Entities excluding: (a) Intercompany Claims (other than the Fireworks Claim), (b) the Post-Filing Claims against the CTLP Plan Entities, and (c) the obligation of CTLP to pay the CH Plan Settlement Amount, shall be and are hereby deemed to be Claims and Unaffected Claims, as the case may be, against CMI on the following basis:

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- (i) CMI is hereby authorized and directed to and shall assume the Fireworks Claim for consideration equal to \$1;
- (ii) CMI is hereby authorized and directed to and shall assume and become liable in the stead of the CTLP Plan Entities to the holders of such Claims and Unaffected Claims against the CTLP Plan Entities to pay the Assumption Consideration Amount;
- (iii) as consideration for the assumption by CMI referred to in this paragraph 28 of the obligations to pay distributions, or make payments from the Plan Implementation Fund, in respect of such Claims and Unaffected Claims against CTLP, CTLP is hereby authorized and directed to and shall concurrently with such assumption pay to CMI an amount equal to the CTLP Assumption Consideration Amount, which shall be satisfied as follows:
 - (A) by a reduction in the amount, if any, owing under the CTLP-CMI Receivable; and
 - (B) to the extent that the CTLP Assumption Consideration Amount exceeds the amount of the CTLP-CMI Receivable, by the issuance of the CTLP Assumption Consideration Note;
- (iv) as consideration for the assumption by CMI referred to in this paragraph 28 of the obligations to pay distributions, or make payments from the Plan Implementation Fund in respect of such Claims and Unaffected Claims against each other CTLP Plan Entity, each such CTLP Plan Entity is hereby authorized and directed to and shall concurrently with such assumption issue an Other CTLP Plan Entity Assumption Consideration Note; and
- (v) the holders of such Claims and Unaffected Claims shall be deemed to have no further claims against the CTLP Plan Entities and any such Claims and Unaffected Claims against the CTLP Plan Entities shall be and are hereby

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released, extinguished and forever barred with prejudice as against the CTLP Plan Entities.

29. **THIS COURT ORDERS** that the assumption by CMI of all of the debts, obligations and other liabilities of the Canwest Subsidiaries provided for in the Plan be and is hereby authorized and approved.

30. **THIS COURT ORDERS** that pursuant to and in accordance with the Plan the Court Charges and the Existing Security shall be and are hereby deemed to be released, terminated and discharged as they relate to (a) the New Canwest Assets; (b) the CW Investments Shares; (c) the assets of the CTLP Plan Entities; (d) the CTLP Assumption Consideration Note, if any; and (e) the Other CTLP Plan Entity Assumption Consideration Notes, if any, and any Canwest/CMI Group Intercompany Receivables owing to CMI by a CTLP Plan Entity, provided, however, that from and after the Plan Implementation Date, the Administration Charge shall apply and extend only to the Ordinary Creditors Pool and the Plan Implementation Fund.

31. **THIS COURT ORDERS** that all amounts owing by Canwest and the Canwest Subsidiaries (excluding the CTLP Group Entities) to a CTLP Plan Entity, immediately prior to the forgiveness referred to in this paragraph 31, shall be and are hereby deemed to be forgiven and released.

32. **THIS COURT ORDERS** that CMI is hereby authorized and directed to and shall be deemed to contribute the Other CTLP Plan Entity Assumption Consideration Notes, if any, and any Canwest/CMI Group Intercompany Receivables owing to it (other than amounts owing to it by CTLP) to the capital of CTLP and CTLP shall be deemed to acquire the same.

33. **THIS COURT ORDERS** that CMI is hereby authorized and directed to and shall be deemed to transfer and assign the New Canwest Assets to New Canwest which shall vest in New Canwest in accordance with paragraph 77 hereof and New Canwest is hereby authorized and directed to and shall be deemed to assume the New Canwest Liabilities. Upon the assumption by New Canwest of the New Canwest Liabilities, none of the CMI Entities (other than the CTLP Plan Entities) or the Directors and Officers shall have any further obligation or liability in respect of any of the New Canwest Liabilities and the CMI Entities (other than the CTLP Plan Entities) and the Directors and Officers shall be and are hereby deemed to be fully

released and discharged with prejudice from the New Canwest Liabilities. To the extent that CMI does not have legal or beneficial title to any of the New Canwest Assets immediately prior to the transfer of the New Canwest Assets to New Canwest and such legal and beneficial title of such New Canwest Assets is held by any one of the CMI Entities, such CMI Entity shall be and is hereby deemed to transfer to CMI all of its legal or beneficial interest in such New Canwest Assets immediately prior to the transfer of the New Canwest Assets by CMI to New Canwest.

34. **THIS COURT ORDERS** that New Canwest is hereby directed to and shall assume the defence and responsibility for the conduct of the Insured Litigation, including (a) the payment of the Insured Litigation Deductibles with respect thereto and (b) responsibility for the day-to-day case management of the Insured Litigation, including, without limitation, providing instructions to counsel, making employees available for examinations for discovery, providing documents, and providing witnesses at trial. New Canwest shall pay all Insured Litigation Deductibles in the same manner and to the same extent that Canwest, CMI, or any of the CTLP Plan Entities would otherwise have been required to pay such deductibles in respect of the Insured Litigation. For greater certainty, New Canwest shall not assume any liability of Canwest, CMI, or any of the CTLP Plan Entities with respect to the Insured Litigation beyond any obligation to make payment of any Insured Litigation Deductibles assumed in accordance with this paragraph 34, and distribution of any insurance proceeds received by New Canwest, and New Canwest shall not be responsible for any amounts payable by Canwest, CMI, or any of the CTLP Plan Entities with respect to such litigation, except to the extent that insurance proceeds are available and in such cases shall assist as reasonably necessary including making Employees available as necessary, at New Canwest's cost.

35. **THIS COURT ORDERS AND DIRECTS** that all Transfer Taxes shall be paid by New Canwest, subject to any applicable election available to reduce or eliminate such Transfer Taxes.

36. **THIS COURT ORDERS** that the Broadcast Licences held by GP Inc. as general partner and CMI as limited partner carrying on business as CTLP, shall be "surrendered" to the CRTC following the issuance of new broadcasting licences by the CRTC to GP Inc. and New Canwest carrying on business as CTLP.

37. **THIS COURT ORDERS** that in consideration for the transfer to New Canwest by CMI of the Canwest/CMI Group Intercompany Receivables owing to CMI by CTLP, the CTLP Assumption Consideration Note, if any, and any amounts receivable by CMI under the Shared Services Agreement and/or the Omnibus Transition and Reorganization Agreement, New Canwest shall concurrently with such transfer issue the New Canwest Note to CMI.

38. **THIS COURT ORDERS** that in consideration for the transfer to New Canwest by CMI of all other New Canwest Assets, New Canwest shall concurrently with such transfer issue one (1) million Class A common shares in New Canwest to CMI and shall be deemed to assume the New Canwest Liabilities.

39. **THIS COURT ORDERS** that all shares issued by New Canwest to CMI pursuant to paragraph 38 above shall be and are hereby deemed to be validly issued and outstanding as fully-paid and non-assessable shares.

40. **THIS COURT ORDERS** that as determined by CIBC and CMI prior to the Plan Implementation Date, the CIT Credit Agreement and the CIT Facility shall be repaid in full (which payment shall include payment of all fees, expenses and interest properly charged pursuant to the terms of the CIT Credit Agreement and CIT Facility) and terminated and any existing letters of credit issued under the CIT Credit Agreement and the CIT Facility shall be cash collateralized, replaced or addressed by the issuance of new back-to-back letters of credit.

41. **THIS COURT ORDERS** that the Canwest Articles of Reorganization substantially in the form attached as Schedule "D" hereto, are hereby approved, and further, pursuant to and in accordance with the Plan and section 191 of the CBCA, the articles of Canwest are hereby amended in accordance with the Canwest Articles of Reorganization and Canwest is hereby authorized and directed to file the Canwest Articles of Reorganization with the Director (as defined in the CBCA) on or about the Plan Implementation Date.

42. **THIS COURT ORDERS** that the Canwest New Shares and the Canwest New Preferred Shares into which the Existing Shares are changed shall be and are hereby deemed to have been validly created, issued and outstanding as fully-paid and non-assessable shares as of the Effective Time.

43. **THIS COURT ORDERS** that Canwest is hereby authorized and directed to and shall deliver to the Transfer Agent on the Plan Implementation Date the transfer notice contemplated by the terms of the Canwest New Preferred Shares.

44. **THIS COURT ORDERS AND DIRECTS** that the Shaw Designated Entity shall, following the delivery to the Transfer Agent of the notice pursuant to paragraph 43 above, purchase all of the Canwest New Preferred Shares held by the Existing Shareholders and shall pay \$11,000,000 to the Transfer Agent for distribution to such holders of the Canwest New Preferred Shares as of the Effective Time in consideration for the transfer to the Shaw Designated Entity of all of the issued and outstanding Canwest New Preferred Shares created pursuant to the Canwest Articles of Reorganization free and clear of all Encumbrances (as hereinafter defined).

45. **THIS COURT ORDERS AND DIRECTS** that the Shaw Designated Entity shall donate and surrender the Canwest New Preferred Shares acquired by it to Canwest for cancellation, and Canwest is hereby authorized and directed to and shall cancel such Canwest New Preferred Shares upon the surrender and donation thereof.

46. **THIS COURT ORDERS** that Canwest and CMI shall be and are hereby deemed to provide the Plan Sponsor with an irrevocable direction to pay the Subscription Price net of the Noteholder Pool to the Monitor and the Plan Sponsor is hereby directed to and shall pay the Subscription Price net of the Noteholder Pool to the Monitor.

47. **THIS COURT ORDERS AND DIRECTS** that the Plan Sponsor shall pay the portion of the Subscription Price equal to the Noteholder Pool to CMI and CMI is hereby authorized and directed to and shall establish the Noteholder Pool therefrom.

48. **THIS COURT ORDERS** pursuant to and in accordance with the Plan, CMI shall be and is hereby authorized and directed to distribute on the Plan Implementation Date from the Noteholder Pool to the Trustee, for the benefit of the Beneficial Noteholders, by way of wire transfer an amount equal to the Noteholder Pool in accordance with the wire transfer instructions provided by the Trustee to CMI.

49. **THIS COURT ORDERS AND DIRECTS** that the Trustee shall remit the Noteholder Pool to The Depository Trust & Clearing Corporation for distribution to each

Beneficial Noteholder of such Beneficial Noteholders' Noteholder Pro Rata Amount as of the Distribution Record Date in accordance with the policies, rules and regulations of the Depository.

50. **THIS COURT ORDERS** that upon receipt by the Trustee of the wire transfer of the Noteholder Pool as contemplated in paragraph 48 above, the CMI Entities shall have and shall be deemed to have no further liability or obligation to any of the Noteholders or the Trustee in respect of the Notes or the distributions contemplated by paragraphs 48 and 49 above.

51. **THIS COURT ORDERS AND DECLARES** that the distributions received by the Beneficial Noteholders and/or the Trustee on behalf of the Beneficial Noteholders under paragraphs 48 and 49 above on account of amounts not representing principal or unpaid and accrued interest to the Filing Date shall constitute amounts paid in lieu of interest accrued in respect of the Notes from and after the Filing Date.

52. **THIS COURT ORDERS** that CMI is hereby authorized and directed to and shall transfer and assign to 7316712 Canada all of the issued and outstanding shares of New Canwest, the New Canwest Note, and the CW Investments Shares and such transfer and assignment is hereby authorized and approved and all such shares of New Canwest, the New Canwest Note and the CW Investments Shares shall vest in 7316712 Canada in accordance with paragraph 79 hereof.

53. **THIS COURT ORDERS** that the Initial Directors, the Directors and Officers of GP Inc. and the Directors and Officers of the Subsidiaries controlled by CTLP shall resign and are hereby deemed to have resigned and to be replaced by directors and officers nominated by 7316712 Canada.

54. **THIS COURT ORDERS** that all Directors and Officers and any committee members of Canwest including the Special Committee, as applicable, and of CMI, National Post Holdings, CW Investments (other than the Shaw nominees) and their respective Subsidiaries and of 4501071 Canada shall resign and are hereby deemed to have resigned.

55. **THIS COURT ORDERS** that CMI is hereby authorized and directed to and shall be deemed to assign and transfer all of its rights and obligations under the Shareholders

Agreement to 7316712 Canada contemporaneously with the transfer of the CW Investments Shares to 7316712 Canada.

56. **THIS COURT ORDERS** that all Equity Compensation Plans shall be and are hereby deemed to be cancelled without compensation to their participants.

57. **THIS COURT ORDERS** that in addition to the releases referred to in paragraphs 12, 21 and 24 above, all of the releases set out in paragraphs 82 and 84 below shall be and shall be deemed to be effected and all Affected Claims and other matters and claims released pursuant to paragraphs 82 and 84 below shall be and shall be hereby deemed to be satisfied extinguished, released and forever barred with prejudice.

58. **THIS COURT ORDERS** that the Employees of the CTLP Group Entities shall continue to be employed by their existing employer within CTLP Group Entities on the Plan Implementation Date. Further, to the extent that Persons having existing independent contracts (written or oral) with one of the CTLP Group Entities on the Plan Implementation Date provide services to one or more of the CTLP Group Entities, such CTLP Group Entity shall continue to retain such Persons as independent contractors on the Plan Implementation Date.

59. **THIS COURT ORDERS** that all security interests in, and pledges of, the Irish Holdco Preference "A" Shares, granted by CMI, together with any Court Charges and the Existing Security in relation to such shares, shall be and are hereby deemed to be fully released and discharged with prejudice.

60. **THIS COURT ORDERS AND DIRECTS** that Irish Holdco shall redeem and shall be deemed to redeem 345,063 of the Irish Holdco Preference "A" Shares for the Irish Holdco Aggregate Redemption Price.

61. **THIS COURT ORDERS AND DIRECTS** that Irish Holdco shall fully satisfy its obligation to pay the Irish Holdco Aggregate Redemption Price by set-off of the full principal amount owing under (a) the Secured Intercompany Note and (b) the Unsecured Intercompany Note and by set-off of \$72,306,685 of the amount owing under the Irish Holdco Intercompany Receivable, so that after the completion of the foregoing set-off, CMI's obligations under the Secured Intercompany Note and under the Unsecured Intercompany Note shall be and shall be

deemed to be satisfied in full and the Irish Holdco Intercompany Receivable shall be and shall be deemed to be reduced to \$315.

COMPROMISE OF CLAIMS AND EFFECT OF PLAN

62. **THIS COURT ORDERS AND DECLARES** that pursuant to and in accordance with the Plan, any and all Affected Claims against Canwest, CMI, Yellow Card and the CTLP Plan Entities, and all Intercompany Claims against the CTLP Plan Entities not affected or otherwise dealt with by the provisions of section 5.5 of the Plan and that are owed, immediately after giving effect to paragraph 61 above, to Canwest or its Subsidiaries (other than the CTLP Group Entities and CW Investments and its Subsidiaries) (as determined immediately after giving effect to paragraph 61 above)) shall be and are hereby forever compromised, discharged and released with prejudice, and the ability of any Person to proceed against Canwest, CMI, Yellow Card and the CTLP Plan Entities in respect of or relating to any such Affected Claims and Intercompany Claims shall be and shall be deemed forever discharged, extinguished, released and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims and Intercompany Claims are hereby permanently stayed against the Plan Entities, subject only to the rights of Affected Creditors to receive distributions pursuant to the Plan and this Plan Sanction Order in respect of their Affected Claims, in the manner and to the extent provided for in the Plan.

63. **THIS COURT ORDERS** that, without limiting the provisions of the Claims Procedure Order or the Meeting Order, any Claims for which a CMI Notice of Dispute or a CMI Proof of Claim has not been filed by the CMI Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, whether or not a holder of such Claim has received notice of the claims process established by the Claims Procedure Order, shall be and are hereby forever barred, extinguished and released with prejudice. Nothing in the Plan extends or shall be interpreted as extending or amending the CMI Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Procedure Order or the Meeting Order.

64. **THIS COURT ORDERS** that each Affected Creditor is hereby deemed to have consented and agreed to all of the provisions in the Plan, in its entirety, and each Affected

Creditor is hereby deemed to have executed and delivered to the Plan Entities all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

65. **THIS COURT ORDERS** that on the Plan Implementation Date, following completion of the steps in the sequence set forth in section 5.5 of the Plan, all debentures, Notes, certificates, agreements, invoices and other instruments evidencing Affected Claims shall not entitle any holder thereof to any compensation or participation other than as expressly provided for in the Plan and this Plan Sanction Order and shall be and are hereby deemed to be cancelled and shall be and are hereby deemed to be null and void.

ESTABLISHMENT OF THE POOLS AND DISTRIBUTIONS AND PAYMENTS BY THE MONITOR

66. **THIS COURT ORDERS** that the Monitor shall receive and hold the Subscription Price net of the Noteholder Pool subject to the Administration Charge in trust for the benefit of the Affected Creditors of the Plan Entities (other than the Noteholders) in accordance with the Plan. The Monitor shall divide that part of the Subscription Price which it receives into and shall establish the Ordinary Creditors Pool, including the Ordinary CMI Creditors Sub-Pool and the Ordinary CTLP Creditors Sub-Pool and the Convenience Class Pool.

67. **THIS COURT ORDERS** that pursuant to and in accordance with the Plan, the Monitor on behalf of the CMI Entities shall be and is hereby authorized to make distributions on one or more Distribution Dates as may be set by the Monitor from time to time from the Convenience Class Pool to each Convenience Class Creditor with a Proven Distribution Claim on the Distribution Record Date or a Convenience Class Claim that subsequently becomes a Proven Distribution Claim by way of cheque in an amount equal to the lesser of (a) \$5,000 and (b) the value of such Convenience Class Creditor's Proven Distribution Claim, sent by prepaid ordinary mail to the last known address for such Convenience Class Creditor.

68. **THIS COURT ORDERS** that pursuant to and in accordance with the Plan, the Monitor on behalf of the CMI Entities shall be and is hereby authorized to make distributions on one or more Distribution Dates as may be set by the Monitor from time to time from the Ordinary CMI Creditors Sub-Pool to each Ordinary CMI Creditor holding a Proven Distribution

Claim as of the Distribution Record Date or a Claim that subsequently becomes a Proven Distribution Claim by way of cheque or wire transfer in an amount equal to the aggregate of such creditor's Ordinary CMI Creditor Pro Rata Amount of the Ordinary CMI Creditors Sub-Pool, sent by prepaid ordinary mail to the last known address for such Ordinary CMI Creditor.

69. **THIS COURT ORDERS** that pursuant to and in accordance with the Plan, the Monitor on behalf of the CMI Entities shall be and is hereby authorized to make distributions on one or more Distribution Dates as may be set by the Monitor from time to time from the Ordinary CTLP Creditors Sub-Pool to each Ordinary CTLP Creditor holding a Proven Distribution Claim as of the Distribution Record Date or a Claim that subsequently becomes a Proven Distribution Claim by way of cheque or wire transfer in an amount equal to the aggregate of such creditor's Ordinary CTLP Creditor Pro Rata Amount of the Ordinary CTLP Creditors Sub-Pool, sent by prepaid ordinary mail to the last known address for such Ordinary CTLP Creditor.

70. **THIS COURT ORDERS** that an Affected Creditor holding an Unresolved Claim shall not be entitled to receive a distribution under the Plan in respect of any portion thereof unless and until such Unresolved Claim becomes a Proven Distribution Claim in accordance with the Claims Procedure Order, the Meeting Order and the Plan.

71. **THIS COURT ORDERS** that on or after the Plan Implementation Date the Monitor shall make a determination based on the value of Proven Distribution Claims against the Plan Entities as at the Plan Implementation Date as to which Ordinary Creditors that did not file Convenience Class Claim Declarations with the Monitor by 5:00 p.m. (Toronto time) on July 15, 2010 would receive a larger distribution if they had filed Convenience Class Claim Declarations and such Ordinary Creditors will be deemed to have made valid Convenience Class Claim Declarations and the Monitor shall deal with such Ordinary Creditors as Convenience Class Creditors in all respects, including, for greater certainty, for the purposes of making distributions under the Plan.

72. **THIS COURT ORDERS** that all distributions and payments by the Monitor to the Ordinary Creditors and the Convenience Class Creditors under the Plan are for the account of the CMI Entities and the fulfilment of their obligations under the Plan.

73. **THIS COURT ORDERS** that the Plan Implementation Fund shall be held in trust by the Monitor, to be used by the Monitor in accordance with the Plan and the Plan Emergence Agreement.

74. **THIS COURT ORDERS AND DECLARES** that any distributions under the Plan or this Plan Sanction Order shall not constitute a “distribution” for the purposes of section 107 of the Corporations Tax Act (Ontario), section 22 of the *Retail Sales Tax Act* (Ontario), section 117 of the *Taxation Act, 2007* (Ontario), section 34 of the *Income Tax Act* (British Columbia), section 104 of the *Social Service Tax Act* (British Columbia), section 49 of the *Alberta Corporate Tax Act*, section 22 of *The Income Tax Act (Manitoba)*, section 73 of *The Tax Administration and Miscellaneous Taxes Act* (Manitoba), section 14 of *An Act respecting the Ministère du Revenu (Québec)*, section 85 of *The Income Tax Act, 2000* (Saskatchewan), section 48 of *The Revenue and Financial Services Act* (Saskatchewan) and section 56 of the *Income Tax Act* (Nova Scotia) or any other similar provincial or territorial tax legislation (collectively, the “**Tax Statutes**”), and the Monitor in making any such payments is not “distributing”, nor shall be considered to “distribute” nor to have “distributed”, such funds for the purpose of the Tax Statutes, and the Monitor shall not incur any liability under the Tax Statutes in respect of its making any payments ordered or permitted under the Plan and this Plan Sanction Order, and is hereby forever released, remised and discharged from any claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in respect of payments made under the Plan and this Plan Sanction Order and any claims of this nature are hereby forever barred.

VESTING

75. **THIS COURT ORDERS** that, in connection with and subject to the dissolutions of 4501063 Canada, MBS Productions and Global Centre and the distribution of their assets, rights and properties to CMI set out in paragraph 25 above, any Canwest/CMI Group Intercompany Receivables held by such corporation, and such assets, rights and properties shall be vested into CMI free and clear from all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, pledges, title retention agreements, adverse claims or interests, options to acquire, rights of first refusal to purchase, rights of first offer to purchase, or other financial or monetary claims, whether or not they have attached or been perfected,

registered or filed and whether secured, unsecured or otherwise including, without limiting the generality of the forgoing (a) the Court Charges, (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system, and (c) the Existing Security (collectively, “**Encumbrances**”).

76. **THIS COURT ORDERS** that, in connection with and subject to the transfer to CMI of the Trademarks, the Copyrights and Other IP, the Other Canwest Assets and any and all Canwest/CMI Group Intercompany Receivables owing to Canwest set out in paragraph 27, the Trademarks, the Copyrights and Other IP, the Other Canwest Assets and any and all Canwest/CMI Group Intercompany Receivables owing to Canwest shall be vested into CMI free and clear from all Encumbrances.

77. **THIS COURT ORDERS** that in connection with and subject to the transfer of the New Canwest Assets to New Canwest set out in paragraph 33, the New Canwest Assets shall be vested into New Canwest free and clear from all Encumbrances.

78. **THIS COURT ORDERS** that upon delivery by CMI of the Transfer Notice and payment of \$11,000,000 by the Shaw Designated Entity to the Transfer Agent pursuant to paragraph 44 above, the Shaw Designated Entity shall acquire all of the issued and outstanding Canwest New Preferred Shares free and clear from all Encumbrances.

79. **THIS COURT ORDERS** that in connection with and subject to the transfer and assignment by CMI of all of the issued and outstanding shares of New Canwest, the New Canwest Note, and the CW Investments Shares set out in paragraph 52 above, all of the issued and outstanding shares of New Canwest, the New Canwest Note and the CW Investments Shares shall be transferred to and vested in 7316712 Canada free and clear from all Encumbrances.

80. **THIS COURT ORDERS AND DECLARES** that the *Bulk Sales Act*, R.S.O. 1990, c. B-14 and similar legislation in other Provinces and section 6 of the *Retail Sales Tax Act*, R.S.O. 1990, c. R-31 and any equivalent or applicable legislation under any province or territory do not apply to the transactions contemplated in the Plan.

81. **THIS COURT ORDERS** that, notwithstanding:

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- (a) the pendency of the CCAA Proceedings and the declarations of insolvency made in the CCAA Proceedings; and
- (b) any federal or provincial law;

the transactions contemplated in the Plan, the payments or distributions made in connection with the restructuring and recapitalization of the CMI Entities, whether before or after the Filing Date, and any action taken in connection therewith, including, without limitation, under this Plan Sanction Order, shall not be void or voidable and do not constitute nor shall they be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other challengeable transaction under any applicable federal or provincial Law, and the transactions contemplated in the Plan, the payments or distributions made in connection with the restructuring and recapitalization of the CMI Entities, whether before or after the Filing Date, and any action taken in connection therewith, do not constitute conduct meriting an oppression remedy and shall be binding on an interim receiver, receiver, liquidator or trustee in bankruptcy appointed in respect of Canwest or any of its Subsidiaries.

RELEASES

82. **THIS COURT ORDERS** that pursuant to and in accordance with section 7.3(a) of the Plan, on the Plan Implementation Date, without limiting in any way the releases and discharges of all Claims provided for in paragraphs 12, 21 and 24 of this Plan Sanction Order, Canwest, the CMI Entities and the Canwest Subsidiaries and each of their respective present and former shareholders, the Directors and Officers, members of the Special Committee or any pension or other committee or governance counsel, financial advisors (including RBC and Genuity), legal counsel and agents, the Monitor and its counsel, FTI, the Chief Restructuring Advisor, the Initial Directors, the Retiree Representative Counsel, the Retiree Representatives, CIBC and the Plan Sponsor and the present and former directors, officers and agents of each (collectively, the “**Released Parties**”) shall be and shall be deemed to be released and discharged with prejudice from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any indebtedness, liability, obligation, demand or cause of action of whatever nature that any Person (including any Person who may claim contribution or indemnification against or from them) may be entitled to assert, including any and all Claims in

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respect of statutory liabilities of Directors, Officers, and any alleged fiduciary (whether acting as a director, officer, member of the Special Committee or a pension or other committee or governance counsel or acting in any other capacity in connection with the administration of the CH Plan or any other pension or benefit plan of any of the CMI Entities) whether known or unknown, matured or unmatured, direct, indirect or derivative, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Plan Implementation Date relating to, arising out of or in connection with any claim, including any claim arising out of (i) the restructuring, disclaimer, resiliation, breach or termination of any contract, lease, agreement or other arrangement, whether written or oral, (ii) the business and affairs of Canwest, any of the CMI Entities or any of the Canwest Subsidiaries, (iii) the administration or management of the CH Plan or any other pension or benefit plans, (iv) the Plan, (v) the CCAA Proceedings and the Initial Order, (vi) any transaction referenced in the Support Agreement, the Subscription Agreement, the Shaw Support Agreement, the CTLP Limited Partnership Agreement or the Plan Emergence Agreement, and (vii) the Canwest Articles of Reorganization and related transactions, provided however that nothing in this paragraph 82 shall release or discharge:

- (a) Canwest or any of the Canwest Subsidiaries (other than the CTLP Plan Entities) from or in respect of (x) any Unaffected Claim or (y) its obligations to Affected Creditors under the Plan or under any Order;
- (b) a Released Party if the Released Party is adjudged by the express terms of a judgment rendered on a final determination on the merits to have committed fraud or wilful misconduct or to have been grossly negligent or, in the case of Directors, in respect of any claim referred to in section 5.1(2) of the CCAA;
- (c) any Claim (other than a Claim of a Noteholder or the Trustee) against a CMI Entity which is not a Plan Entity, and any Affected Creditor shall be allowed to continue to assert such Claim against National Post Holdings, National Post, and any National Post Consolidated Bankruptcy Estate or against any such other CMI Entity which is not a Plan Entity; and
- (d) claims of creditors against Canwest Subsidiaries which are not CMI Entities.

For greater certainty and notwithstanding sub-paragraphs (a), (b), (c) and (d) above, all Claims including all Restructuring Period Claims filed against the Directors and Officers pursuant to the Claims Procedure Order or otherwise and all other claims against the Directors and Officers of Canwest and the Canwest Subsidiaries shall be and shall be deemed to be discharged, released and forever barred with prejudice, and the Directors and Officers shall have no further liability in respect thereto.

83. **THIS COURT ORDERS** that pursuant to and in accordance with the Plan, the ability of any Person to proceed against the Directors and Officers and the Initial Directors in respect of or relating to any Affected Claims shall be and shall be deemed to be forever discharged, extinguished, released and restrained with prejudice.

84. **THIS COURT ORDERS** that pursuant to and in accordance with section 7.3(b) of the Plan, at the Effective Time, the Noteholder Released Parties shall be and shall be deemed to be released and discharged with prejudice from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any indebtedness, liability, obligation, demand or cause of action of whatever nature that any Person (including any Person who may claim contribution or indemnification against or from them) may be entitled to assert whether known or unknown, matured or unmatured, direct, indirect or derivative, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Effective Time relating to, arising out of or in connection with the Notes (including any guarantee obligations under the Notes or the Indenture), the recapitalization of the CMI Entities, the Plan, the CCAA Proceedings, the Support Agreement and the Shaw Support Agreement and any other actions or matters related directly or indirectly to the foregoing; provided that nothing in this paragraph 84 will release or discharge any of the Noteholder Released Parties in respect of their obligations under the Plan and provided further that nothing in this paragraph 84 shall release or discharge a Noteholder Released Party if the Noteholder Released Party is adjudged by the express terms of a judgment rendered on a final determination on the merits to have committed fraud or wilful misconduct, or to have been grossly negligent.

ACCESS TO PAST EMPLOYEES AND RECORDS

85. **THIS COURT ORDERS** that following the Plan Implementation Date:
- (a) New Canwest and CTLP shall make available to the Monitor on a reasonable basis up to five (5) management or other employees of New Canwest or the CTLP Group Entities, to be agreed upon between the Monitor and the Plan Sponsor, in order to assist the Monitor in carrying out its duties as set forth in the Plan Emergence Agreement, the Plan and this Plan Sanction Order (including, for greater certainty, the determination, resolution, litigation and/or settlement of Unresolved Claims of Affected Creditors and the windup, dissolution, liquidation, abandonment or bankruptcy of any Remaining Canwest Entities) until the discharge of the Monitor;
 - (b) New Canwest and CTLP shall make available to the Monitor on a reasonable basis the books and records of the CTLP Plan Entities and CW Investments and their respective Subsidiaries in its possession; and
 - (c) the Monitor shall make available to New Canwest on a reasonable basis the books and records of the Remaining Canwest Entities in its possession until the discharge of the Monitor.

THE MONITOR

86. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and the powers provided to the Monitor herein, shall be and is hereby authorized, directed and empowered to perform its functions and fulfil its obligations under the Plan to facilitate the implementation of the Plan.

87. **THIS COURT ORDERS** that the Monitor shall be and is hereby authorized, directed and empowered to perform its functions and fulfil its obligations under the Plan Emergence Agreement, including to (a) administer and distribute the Plan Implementation Fund, (b) receive the Subscription Price net of the Noteholder Pool, (c) establish and hold the Ordinary Creditors Pool, including the Ordinary CMI Creditors Sub-Pool, the Ordinary CTLP Creditors Sub-Pool and the Convenience Class Pool, (d) resolve any Unresolved Claims, (e) effect the

distributions in respect of Proven Distribution Claims to the Ordinary Creditors and the Convenience Class Creditors and pay the Unaffected Claims (including without limitation, to resolve any unresolved Unaffected Claims) in accordance with the Plan and the Plan Emergence Agreement, (f) effect the liquidation, bankruptcy, winding-up or dissolution of Canwest and certain of its remaining Canwest Subsidiaries including, for the avoidance of doubt, the foreign Canwest Subsidiaries, (g) to act, if required, as trustee in bankruptcy, liquidator, receiver or a similar official of such entities, (h) liquidate any assets of the CMI Entities (other than the CTLP Plan Entities), including the Winnipeg Condo, not transferred to New Canwest pursuant to the Plan, and to contribute any net proceeds realized therefrom to the Plan Implementation Fund, (i) take all appropriate steps to collect all refunds, dividends, distributions or other amounts payable to Canwest or CMI, (j) implement a claims process to determine and resolve any Post-Filing Claim which are to be paid from the Plan Implementation Fund and (k) perform such other functions as the Court may order from time to time.

88. **THIS COURT ORDERS** that the Monitor shall be and is hereby authorized, directed and empowered to file on or after the Plan Implementation Date assignments in bankruptcy under the BIA for National Post and National Post Holdings and FTI shall be and is hereby authorized, directed and empowered to apply for the consolidation of and to act as trustee in bankruptcy of such entities, including the National Post Consolidated Bankruptcy Estate, if any.

89. **THIS COURT ORDERS AND DECLARES** that the actions and conduct of the Monitor in the CCAA Proceedings are hereby approved and that the Monitor has satisfied all of its obligations up to and including the date of this Plan Sanction Order, and that in addition to the protections in favour of the Monitor as set out in the Initial Order and the CCAA, the Monitor shall not be liable for any act or omission on the part of the Monitor, including with respect to any reliance thereof, including without limitation, with respect to any information disclosed, any act or omission pertaining to the discharge of its duties under the Plan or as requested by the CMI Entities or with respect to any other duties or obligations in respect of the implementation of the Plan, save and except for any claim or liability arising out of any gross negligence or wilful misconduct on the part of the Monitor. Subject to the foregoing, and in addition to the protections in favour of the Monitor as set out in the Orders of this Court, any claims against the Monitor in connection with the performance of its duties as Monitor are hereby released, stayed,

extinguished and forever barred with prejudice and the Monitor shall have no liability in respect thereof.

90. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court and on prior written notice to the Monitor (including regarding the administration of the Plan Implementation Fund) and such further order securing, as security for costs, the full indemnity costs of the Monitor in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

91. **THIS COURT ORDERS** that upon fulfilment of its obligations under the Plan and the Plan Emergence Agreement, the Monitor shall be and is hereby authorized and directed to apply to Court for its discharge.

THE CHIEF RESTRUCTURING ADVISOR

92. **THIS COURT ORDERS** that the Chief Restructuring Advisor shall be and is hereby discharged and released with prejudice from its obligations on the Plan Implementation Date.

POST-FILING CLAIMS PROCESS

93. **THIS COURT ORDERS** that the process to solicit, identify and quantify Post-Filing Claims (other than Intercompany Claims) outlined in the Monitor's 17th Report (the "**Post-Filing Claims Procedure**") is hereby approved and the Monitor is authorized to take all steps and actions and do all things determined by the Monitor to be necessary or appropriate to carry out the Post-Filing Claims Procedure pursuant to the terms of the Post-Filing Claims Procedure Order issued by this Court as of the date hereof.

ADDITIONAL PROVISIONS

94. **THIS COURT ORDERS** that Canwest is hereby directed and authorized to apply to the TSX Venture Exchange to have the securities of Canwest listed on such exchange delisted from such exchange, which delisting shall be effective on or about the Effective Time on the Plan Implementation Date.

95. **THIS COURT ORDERS** that, subject to the performance by the CMI Entities of their obligations under the Plan, all obligations, contracts, agreements, leases or other arrangements to which any of the CMI Entities is a party shall be and remain in full force and effect, unamended, as at the Plan Implementation Date, unless disclaimed or resiliated or deemed to be disclaimed or resiliated by the CMI Entities pursuant to the Claims Procedure Order or the Meeting Order, and no party to any such obligation or agreement shall on or following the Plan Implementation Date, accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise disclaim or resiliate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation or agreement, by reason:

- (a) of any event which occurred prior to, and not continuing after, the Plan Implementation Date, or which is or continues to be suspended or waived under the Plan, which would have entitled any other party thereto to enforce those rights or remedies;
- (b) that the CMI Entities have sought or obtained relief or have taken steps as part of the Plan, the Initial Order or under the CCAA;
- (c) of any default or event of default arising as a result of the financial condition or insolvency of the CMI Entities;
- (d) of the effect upon the CMI Entities of the completion of any of the transactions contemplated under the Plan, including the transfer of the New Canwest Assets to New Canwest; or
- (e) of any compromises, settlements, restructurings or releases effected pursuant to the Plan.

96. **THIS COURT ORDERS** that from and after the Plan Implementation Date any and all Persons shall be and are hereby stayed from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Released Party in respect of all Claims

and any matter which is released pursuant to paragraphs 12, 21 and 24 of this Plan Sanction Order and section 7.3 of the Plan.

97. **THIS COURT ORDERS** that section 36.1 of the CCAA, sections 95 to 101 of the BIA and any other federal or provincial Law relating to preferences, fraudulent conveyances or transfers at undervalue, shall not apply to the Plan or to any payments or distributions made in connection with the restructuring and recapitalization of the CMI Entities, whether before or after the Filing Date, including to any and all of the payments, distributions or transactions contemplated by and to be implemented pursuant to the Plan.

98. **THIS COURT ORDERS** that from and after the Plan Implementation Date the Noteholders and the Trustee shall have no Claims against National Post Holdings, National Post and the National Post Consolidated Bankruptcy Estate, if any, and that the Claims Procedure Order, the CMI Claims Bar Date, the Meeting Order and the Restructuring Period Claims Bar Date shall apply to resolve all Claims against National Post Holdings, National Post or the National Post Consolidated Bankruptcy Estate, if any.

99. **THIS COURT DECLARES** that, after the Effective Time, the Applicants which are CTLP Plan Entities shall no longer be Applicants in the CCAA Proceedings, the stay of proceedings created pursuant to the Initial Order shall be terminated in respect of the CTLP Plan Entities and the Monitor shall be discharged from its duties as the Monitor of the CTLP Plan Entities, provided that in connection with the CTLP Plan Entities, the Monitor's powers and functions with respect to the resolution and administration of Unresolved Claims, making distributions under the Plan and duties under the Plan Emergence Agreement and the CCAA, including determining, resolving and paying Unaffected Claims related to the CTLP Plan Entities shall continue.

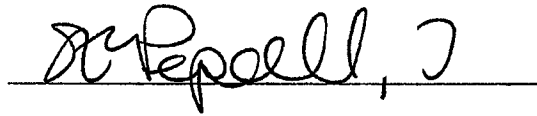
100. **THIS COURT ORDERS** that this Plan Sanction Order shall have full force and effect in all provinces and territories of Canada and abroad as against all persons and parties against whom it may otherwise be enforced.

101. **THIS COURT ORDERS** that the CMI Entities, the Monitor and the Plan Sponsor may apply to this Court for advice and direction, or to seek relief in respect of, any matters arising from or under the Plan, the Plan Emergence Agreement and this Plan Sanction

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Order, including without limitation the interpretation of this Plan Sanction Order, the Plan and the Plan Emergence Agreement or the implementation thereof, and for any further Order that may be required, on notice to any party likely to be affected by the Order sought or on such notice as this Court orders.

102. **THIS COURT ORDERS AND REQUESTS** the aid and recognition (including assistance pursuant to section 17 of the CCAA) of any court or any judicial, regulatory or administrative body in any province or territory 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 or territory or any court or any judicial, regulatory or administrative 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 Plan Sanction Order.

A handwritten signature in black ink, appearing to read "J. Repoll", is written over a horizontal line.

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

JUL 28 2010

PER / PAR: JSD

SCHEDULE "A"**APPLICANTS**

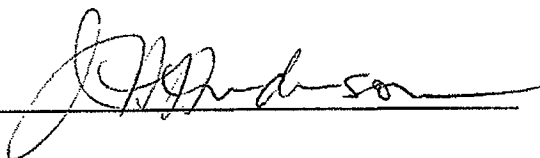
1. Canwest Global Communications Corp.
2. Canwest Media Inc.
3. MBS Productions Inc.
4. Yellow Card Productions Inc.
5. Canwest Global Broadcasting Inc./Radiodiffusion Canwest Global Inc.
6. Canwest Television GP Inc.
7. Fox Sports World Canada Holdco Inc.
8. Global Centre Inc.
9. Multisound Publishers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

SCHEDULE "B"**PARTNERSHIPS**

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

Tab “E”

THIS IS EXHIBIT "E" REFERRED TO IN THE
AFFIDAVIT OF JOHN E. MAGUIRE
SWORN BEFORE ME
ON THIS 1ST DAY OF SEPTEMBER, 2010

A handwritten signature in cursive script, appearing to read "J. Anderson", is written over a horizontal line.

**JANICE AUDREY ANDERSON
A NOTARY PUBLIC
IN AND FOR THE PROVINCE OF MANITOBA
APPOINTMENT EXPIRES MAY 14, 2012.**

CITATION: Re: Canwest Global Communications Corp. 2010 ONSC 4209

COURT FILE NO.: CV-09-8396-00CL

DATE: 20100728

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF SECTION 11 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 AND THE
OTHER APPLICANTS

BEFORE: Pepall J.

COUNSEL: *Lyndon Barnes, Jeremy Dacks and Shawn Irving* for the CMI Entities
David Byers and Marie Konyukhova for the Monitor
Robin B. Schwill and Vince Mercier for Shaw Communications Inc.
Derek Bell for the Canwest Shareholders Group (the "Existing Shareholders")
Mario Forte for the Special Committee of the Board of Directors
Robert Chadwick and Logan Willis for the Ad Hoc Committee of Noteholders
Amanda Darrach for Canwest Retirees
Peter Osborne for Management Directors
Steven Weisz for CIBC Asset-Based Lending Inc.

ORAL REASONS FOR DECISION

[1] This is the culmination of the *Companies' Creditors Arrangement Act*¹ restructuring of the CMI Entities. The proceeding started in court on October 6, 2009, experienced numerous peaks and valleys, and now has resulted in a request for an order sanctioning a plan of compromise, arrangement and reorganization (the "Plan"). It has been a short road in relative terms but not without its challenges and idiosyncrasies. To complicate matters, this restructuring was hot on the heels of the amendments to the CCAA that were introduced on September 18, 2009. Nonetheless, the CMI Entities have now successfully concluded a Plan for which they

¹ R.S.C. 1985, c. C-36 as amended.

seek a sanction order. They also request an order approving the Plan Emergence Agreement, and other related relief. Lastly, they seek a post-filing claims procedure order.

[2] The details of this restructuring have been outlined in numerous previous decisions rendered by me and I do not propose to repeat all of them.

The Plan and its Implementation

[3] The basis for the Plan is the amended Shaw transaction. It will see a wholly owned subsidiary of Shaw Communications Inc. ("Shaw") acquire all of the interests in the free-to-air television stations and subscription-based specialty television channels currently owned by Canwest Television Limited Partnership ("CTLP") and its subsidiaries and all of the interests in the specialty television stations currently owned by CW Investments and its subsidiaries, as well as certain other assets of the CMI Entities. Shaw will pay to CMI US \$440 million in cash to be used by CMI to satisfy the claims of the 8% Senior Subordinated Noteholders (the "Noteholders") against the CMI Entities. In the event that the implementation of the Plan occurs after September 30, 2010, an additional cash amount of US \$2.9 million per month will be paid to CMI by Shaw and allocated by CMI to the Noteholders. An additional \$38 million will be paid by Shaw to the Monitor at the direction of CMI to be used to satisfy the claims of the Affected Creditors (as that term is defined in the Plan) other than the Noteholders, subject to a pro rata increase in that cash amount for certain restructuring period claims in certain circumstances.

[4] In accordance with the Meeting Order, the Plan separates Affected Creditors into two classes for voting purposes:

- (a) the Noteholders; and
- (b) the Ordinary Creditors. Convenience Class Creditors are deemed to be in, and to vote as, members of the Ordinary Creditors' Class.

[5] The Plan divides the Ordinary Creditors' pool into two sub-pools, namely the Ordinary CTLP Creditors' Sub-pool and the Ordinary CMI Creditors' Sub-pool. The former comprises two-thirds of the value and is for claims against the CTLP Plan Entities and the latter reflects

one-third of the value and is used to satisfy claims against Plan Entities other than the CTLP Plan Entities. In its 16th Report, the Monitor performed an analysis of the relative value of the assets of the CMI Plan Entities and the CTLP Plan Entities and the possible recoveries on a going concern liquidation and based on that analysis, concluded that it was fair and reasonable that Affected Creditors of the CTLP Plan Entities share pro rata in two-thirds of the Ordinary Creditors' pool and Affected Creditors of the Plan Entities other than the CTLP Plan Entities share pro rata in one-third of the Ordinary Creditors' pool.

[6] It is contemplated that the Plan will be implemented by no later than September 30, 2010.

[7] The Existing Shareholders will not be entitled to any distributions under the Plan or other compensation from the CMI Entities on account of their equity interests in Canwest Global. All equity compensation plans of Canwest Global will be extinguished and any outstanding options, restricted share units and other equity-based awards outstanding thereunder will be terminated and cancelled and the participants therein shall not be entitled to any distributions under the Plan.

[8] On a distribution date to be determined by the Monitor following the Plan implementation date, all Affected Creditors with proven distribution claims against the Plan Entities will receive distributions from cash received by CMI (or the Monitor at CMI's direction) from Shaw, the Plan Sponsor, in accordance with the Plan. The directors and officers of the remaining CMI Entities and other subsidiaries of Canwest Global will resign on or about the Plan implementation date.

[9] Following the implementation of the Plan, CTLP and CW Investments will be indirect, wholly-owned subsidiaries of Shaw, and the multiple voting shares, subordinate voting shares and non-voting shares of Canwest Global will be delisted from the TSX Venture Exchange. It is anticipated that the remaining CMI Entities and certain other subsidiaries of Canwest Global will be liquidated, wound-up, dissolved, placed into bankruptcy or otherwise abandoned.

[10] In furtherance of the Minutes of Settlement that were entered into with the Existing Shareholders, the articles of Canwest Global will be amended under section 191 of the CBCA to facilitate the settlement. In particular, Canwest Global will reorganize the authorized capital of

Canwest Global into (a) an unlimited number of new multiple voting shares, new subordinated voting shares and new non-voting shares; and (b) an unlimited number of new non-voting preferred shares. The terms of the new non-voting preferred shares will provide for the mandatory transfer of the new preferred shares held by the Existing Shareholders to a designated entity affiliated with Shaw for an aggregate amount of \$11 million to be paid upon delivery by Canwest Global of the transfer notice to the transfer agent. Following delivery of the transfer notice, the Shaw designated entity will donate and surrender the new preferred shares acquired by it to Canwest Global for cancellation.

[11] Canwest Global, CMI, CTLP, New Canwest, Shaw, 7316712 and the Monitor entered into the Plan Emergence Agreement dated June 25, 2010 detailing certain steps that will be taken before, upon and after the implementation of the plan. These steps primarily relate to the funding of various costs that are payable by the CMI Entities on emergence from the CCAA proceeding. This includes payments that will be made or may be made by the Monitor to satisfy post-filing amounts owing by the CMI Entities. The schedule of costs has not yet been finalized.

Creditor Meetings

[12] Creditor meetings were held on July 19, 2010 in Toronto, Ontario. Support for the Plan was overwhelming. 100% in number representing 100% in value of the beneficial owners of the 8% senior subordinated notes who provided instructions for voting at the Noteholder meeting approved the resolution. Beneficial Noteholders holding approximately 95% of the principal amount of the outstanding notes validly voted at the Noteholder meeting.

[13] The Ordinary Creditors with proven voting claims who submitted voting instructions in person or by proxy represented approximately 83% of their number and 92% of the value of such claims. In excess of 99% in number representing in excess of 99% in value of the Ordinary Creditors holding proven voting claims that were present in person or by proxy at the meeting voted or were deemed to vote in favour of the resolution.

Sanction Test

[14] Section 6(1) of the CCAA provides that the court has discretion to sanction a plan of compromise or arrangement if it has achieved the requisite double majority vote. The criteria that a debtor company must satisfy in seeking the court's approval are:

- (a) there must be strict compliance with all statutory requirements;
- (b) all material filed and procedures carried out must be examined to determine if anything has been done or purported to be done which is not authorized by the CCAA; and
- (c) the Plan must be fair and reasonable.

*See Re: Canadian Airlines Corp.*²

(a) Statutory Requirements

[15] I am satisfied that all statutory requirements have been met. I already determined that the Applicants qualified as debtor companies under section 2 of the CCAA and that they had total claims against them exceeding \$5 million. The notice of meeting was sent in accordance with the Meeting Order. Similarly, the classification of Affected Creditors for voting purposes was addressed in the Meeting Order which was unopposed and not appealed. The meetings were both properly constituted and voting in each was properly carried out. Clearly the Plan was approved by the requisite majorities.

[16] Section 6(3), 6(5) and 6(6) of the CCAA provide that the court may not sanction a plan unless the plan contains certain specified provisions concerning crown claims, employee claims and pension claims. Section 4.6 of Plan provides that the claims listed in paragraph (l) of the definition of "Unaffected Claims" shall be paid in full from a fund known as the Plan

² 2000 A.B.Q.B. 442 at para. 60, leave to appeal denied 2000 A.B.C.A 238, aff'd 2001 A.B.C.A 9, leave to appeal to S.C.C. refused July 12, 2001.

Implementation Fund within six months of the sanction order. The Fund consists of cash, certain other assets and further contributions from Shaw. Paragraph (l) of the definition of "Unaffected Claims" includes any Claims in respect of any payments referred to in section 6(3), 6(5) and 6(6) of the CCAA. I am satisfied that these provisions of section 6 of the CCAA have been satisfied.

(b) Unauthorized Steps

[17] In considering whether any unauthorized steps have been taken by a debtor company, it has been held that in making such a determination, the court should rely on the parties and their stakeholders and the reports of the Monitor: *Re Canadian Airlines*³.

[18] The CMI Entities have regularly filed affidavits addressing key developments in this restructuring. In addition, the Monitor has provided regular reports (17 at last count) and has opined that the CMI Entities have acted and continue to act in good faith and with due diligence and have not breached any requirements under the CCAA or any order of this court. If it was not obvious from the hearing on June 23, 2010, it should be stressed that there is no payment of any equity claim pursuant to section 6(8) of the CCAA. As noted by the Monitor in its 16th Report, settlement with the Existing Shareholders did not and does not in any way impact the anticipated recovery to the Affected Creditors of the CMI Entities. Indeed I referenced the inapplicability of section 6(8) of the CCAA in my Reasons of June 23, 2010. The second criterion relating to unauthorized steps has been met.

(c) Fair and Reasonable

[19] The third criterion to consider is the requirement to demonstrate that a plan is fair and reasonable. As Paperny J. (as she then was) stated in *Re Canadian Airlines*:

The court's role on a sanction hearing is to consider whether the plan fairly balances the interests of all stakeholders. Faced with an

³ Ibid, at para. 64 citing *Olympia and York Developments Ltd. v. Royal Trust Co.* [1993] O.J. No. 545 (Gen. Div.) and *Re: Cadillac Fairview Inc.* [1995] O.J. No. 274 (Gen. Div.).

insolvent organization, its role is to look forward and ask: does this plan represent a fair and reasonable compromise that will permit a viable commercial entity to emerge? It is also an exercise in assessing current reality by comparing available commercial alternatives to what is offered in the proposed plan.⁴

[20] My discretion should be informed by the objectives of the CCAA, namely to facilitate the reorganization of a debtor company for the benefit of the company, its creditors, shareholders, employees and in many instances, a much broader constituency of affected persons.

[21] In assessing whether a proposed plan is fair and reasonable, considerations include the following:

- (a) whether the claims were properly classified and whether the requisite majority of creditors approved the plan;
- (b) what creditors would have received on bankruptcy or liquidation as compared to the plan;
- (c) alternatives available to the plan and bankruptcy;
- (d) oppression of the rights of creditors;
- (e) unfairness to shareholders; and
- (f) the public interest.

[22] I have already addressed the issue of classification and the vote. Obviously there is an unequal distribution amongst the creditors of the CMI Entities. Distribution to the Noteholders is expected to result in recovery of principal, pre-filing interest and a portion of post-filing accrued and default interest. The range of recoveries for Ordinary Creditors is much less. The

⁴ Ibid, at para. 3.

recovery of the Noteholders is substantially more attractive than that of Ordinary Creditors. This is not unheard of. In *Re Armbro Enterprises Inc.*⁵ Blair J. (as he then was) approved a plan which included an uneven allocation in favour of a single major creditor, the Royal Bank, over the objection of other creditors. Blair J. wrote:

“I am not persuaded that there is a sufficient tilt in the allocation of these new common shares in favour of RBC to justify the court in interfering with the business decision made by the creditor class in approving the proposed Plan, as they have done. RBC’s cooperation is a sine qua non for the Plan, or any Plan, to work and it is the only creditor continuing to advance funds to the applicants to finance the proposed re-organization.”⁶

[23] Similarly, in *Re: Uniforêt Inc.*⁷ a plan provided for payment in full to an unsecured creditor. This treatment was much more generous than that received by other creditors. There, the Québec Superior Court sanctioned the plan and noted that a plan can be more generous to some creditors and still fair to all creditors. The creditor in question had stepped into the breach on several occasions to keep the company afloat in the four years preceding the filing of the plan and the court was of the view that the conduct merited special treatment. See also Romaine J.’s orders dated October 26, 2009 in *SemCanada Crude Company et al.*

[24] I am prepared to accept that the recovery for the Noteholders is fair and reasonable in the circumstances. The size of the Noteholder debt was substantial. CMI’s obligations under the notes were guaranteed by several of the CMI Entities. No issue has been taken with the guarantees. As stated before and as observed by the Monitor, the Noteholders held a blocking position in any restructuring. Furthermore, the liquidity and continued support provided by the

⁵ (1993), 22 C.B.R. (3rd) 80 (Ont. Gen. Div.).

⁶ *Ibid.*, at para. 6.

⁷ (2003), 43 C.B.R. (4th) 254 (Q.E.U.E. S.C.).

Ad Hoc Committee both prior to and during these proceedings gave the CMI Entities the opportunity to pursue a going concern restructuring of their businesses. A description of the role of the Noteholders is found in Mr. Strike's affidavit sworn July 20, 2010, filed on this motion.

[25] Turning to alternatives, the CMI Entities have been exploring strategic alternatives since February, 2009. Between November, 2009 and February, 2010, RBC Capital Markets conducted the equity investment solicitation process of which I have already commented. While there is always a theoretical possibility that a more advantageous plan could be developed than the Plan proposed, the Monitor has concluded that there is no reason to believe that restarting the equity investment solicitation process or marketing 100% of the CMI Entities' assets would result in a better or equally desirable outcome. Furthermore, restarting the process could lead to operational difficulties including issues relating to the CMI Entities' large studio suppliers and advertisers. The Monitor has also confirmed that it is unlikely that the recovery for a going concern liquidation sale of the assets of the CMI Entities would result in greater recovery to the creditors of the CMI Entities. I am not satisfied that there is any other alternative transaction that would provide greater recovery than the recoveries contemplated in the Plan. Additionally, I am not persuaded that there is any oppression of creditor rights or unfairness to shareholders.

[26] The last consideration I wish to address is the public interest. If the Plan is implemented, the CMI Entities will have achieved a going concern outcome for the business of the CTLP Plan Entities that fully and finally deals with the Goldman Sachs Parties, the Shareholders Agreement and the defaulted 8% senior subordinated notes. It will ensure the continuation of employment for substantially all of the employees of the Plan Entities and will provide stability for the CMI Entities, pensioners, suppliers, customers and other stakeholders. In addition, the Plan will maintain for the general public broad access to and choice of news, public and other information and entertainment programming. Broadcasting of news, public and entertainment programming is an important public service, and the bankruptcy and liquidation of the CMI Entities would have a negative impact on the Canadian public.

[27] I should also mention section 36 of the CCAA which was added by the recent amendments to the Act which came into force on September 18, 2009. This section provides that a debtor company may not sell or otherwise dispose of assets outside the ordinary course of

business unless authorized to do so by a court. The section goes on to address factors a court is to consider. In my view, section 36 does not apply to transfers contemplated by a Plan. These transfers are merely steps that are required to implement the Plan and to facilitate the restructuring of the Plan Entities' businesses. Furthermore, as the CMI Entities are seeking approval of the Plan itself, there is no risk of any abuse. There is a further safeguard in that the Plan including the asset transfers contemplated therein has been voted on and approved by Affected Creditors.

[28] The Plan does include broad releases including some third party releases. In *Metcalfe v. Mansfield Alternative Investments II Corp.*⁸, the Ontario Court of Appeal held that the CCAA court has jurisdiction to approve a plan of compromise or arrangement that includes third party releases. The *Metcalfe* case was extraordinary and exceptional in nature. It responded to dire circumstances and had a plan that included releases that were fundamental to the restructuring. The Court held that the releases in question had to be justified as part of the compromise or arrangement between the debtor and its creditors. There must be a reasonable connection between the third party claim being compromised in the plan and the restructuring achieved by the plan to warrant inclusion of the third party release in the plan.

[29] In the *Metcalfe* decision, Blair J.A. discussed in detail the issue of releases of third parties. I do not propose to revisit this issue, save and except to stress that in my view, third party releases should be the exception and should not be requested or granted as a matter of course.

[30] In this case, the releases are broad and extend to include the Noteholders, the Ad Hoc Committee and others. Fraud, wilful misconduct and gross negligence are excluded. I have already addressed, on numerous occasions, the role of the Noteholders and the Ad Hoc Committee. I am satisfied that the CMI Entities would not have been able to restructure without materially addressing the notes and developing a plan satisfactory to the Ad Hoc Committee and

⁸ (2008), 92 O.R. (3rd) 513 (C.A.).

the Noteholders. The release of claims is rationally connected to the overall purpose of the Plan and full disclosure of the releases was made in the Plan, the information circular, the motion material served in connection with the Meeting Order and on this motion. No one has appeared to oppose the sanction of the Plan that contains these releases and they are considered by the Monitor to be fair and reasonable. Under the circumstances, I am prepared to sanction the Plan containing these releases.

[31] Lastly, the Monitor is of the view that the Plan is advantageous to Affected Creditors, is fair and reasonable and recommends its sanction. The board, the senior management of the CMI Entities, the Ad Hoc Committee, and the CMI CRA all support sanction of the Plan as do all those appearing today.

[32] In my view, the Plan is fair and reasonable and I am granting the sanction order requested.⁹

[33] The Applicants also seek approval of the Plan Emergence Agreement. The Plan Emergence Agreement outlines steps that will be taken prior to, upon, or following implementation of the Plan and is a necessary corollary of the Plan. It does not confiscate the rights of any creditors and is necessarily incidental to the Plan. I have the jurisdiction to approve such an agreement: *Re Air Canada*¹⁰ and *Re Calpine Canada Energy Ltd.*¹¹ I am satisfied that the agreement is fair and reasonable and should be approved.

[34] It is proposed that on the Plan implementation date the articles of Canwest Global will be amended to facilitate the settlement reached with the Existing Shareholders. Section 191 of the CBCA permits the court to order necessary amendments to the articles of a corporation without shareholder approval or a dissent right. In particular, section 191(1)(c) provides that

⁹ The Sanction Order is extraordinarily long and in large measure repeats the Plan provisions. In future, counsel should attempt to simplify and shorten these sorts of orders.

¹⁰ (2004), 47 C.B.R. (4th) 169 (Ont. S.C.J.).

¹¹ (2007), 35 C.B.R. (5th) 1.

reorganization means a court order made under any other Act of Parliament that affects the rights among the corporation, its shareholders and creditors. The CCAA is such an Act: *Beatrice Foods v. Merrill Lynch Capital Partners Inc.*¹² and *Re Laidlaw Inc.*¹³. Pursuant to section 191(2), if a corporation is subject to a subsection (1) order, its articles may be amended to effect any change that might lawfully be made by an amendment under section 173. Section 173(1)(e) and (h) of the CBCA provides that:

(1) Subject to sections 176 and 177, the articles of a corporation may by special resolution be amended to

(e) create new classes of shares;

(h) change the shares of any class or series, whether issued or unissued, into a different number of shares of the same class or series or into the same or a different number of shares of other classes or series.

[35] Section 6(2) of the CCAA provides that if a court sanctions a compromise or arrangement, it may order that the debtor's constating instrument be amended in accordance with the compromise or arrangement to reflect any change that may lawfully be made under federal or provincial law.

[36] In exercising its discretion to approve a reorganization under section 191 of the CBCA, the court must be satisfied that: (a) there has been compliance with all statutory requirements; (b) the debtor company is acting in good faith; and (c) the capital restructuring is fair and reasonable: *Re: A & M Cookie Co. Canada*¹⁴ and *Mei Computer Technology Group Inc.*¹⁵

[37] I am satisfied that the statutory requirements have been met as the contemplated reorganization falls within the conditions provided for in sections 191 and 173 of the CBCA. I

¹² (1996), 43 CBR (4th) 10.

¹³ (2003), 39 CBR (4th) 239.

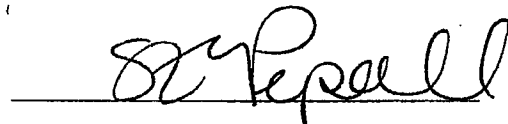
¹⁴ [2009] O.J. No. 2427 (S.C.J.) at para. 8/

¹⁵ [2005] Q.J. No. 2293 at para. 9.

am also satisfied that Canwest Global and the other CMI Entities were acting in good faith in attempting to resolve the Existing Shareholder dispute. Furthermore, the reorganization is a necessary step in the implementation of the Plan in that it facilitates agreement reached on June 23, 2010 with the Existing Shareholders. In my view, the reorganization is fair and reasonable and was a vital step in addressing a significant impediment to a satisfactory resolution of outstanding issues.

[38] A post-filing claims procedure order is also sought. The procedure is designed to solicit, identify and quantify post-filing claims. The Monitor who participated in the negotiation of the proposed order is satisfied that its terms are fair and reasonable as am I.

[39] In closing, I would like to say that generally speaking, the quality of oral argument and the materials filed in this CCAA proceeding has been very high throughout. I would like to express my appreciation to all counsel and the Monitor in that regard. The sanction order and the post-filing claims procedure order are granted.

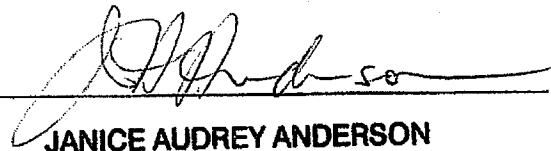
A handwritten signature in black ink, appearing to read "J. Pepall", is written over a horizontal line.

Pepall J.

Released: July 28, 2010

Tab “F”

THIS IS EXHIBIT "F" REFERRED TO IN THE
AFFIDAVIT OF JOHN E. MAGUIRE
SWORN BEFORE ME
ON THIS 1ST DAY OF SEPTEMBER, 2010

A handwritten signature in cursive script, appearing to read "J. Anderson", is written over a horizontal line.

**JANICE AUDREY ANDERSON
A NOTARY PUBLIC
IN AND FOR THE PROVINCE OF MANITOBA
APPOINTMENT EXPIRES MAY 14, 2012**

PLAN EMERGENCY AGREEMENT

THIS AGREEMENT made as of June 25, 2010

BETWEEN:

Canwest Global Communications Corp. ("Canwest")

- and -

Canwest Media Inc. ("CMI")

- and -

Canwest Television GP Inc. for and on behalf of Canwest Television Limited Partnership ("CTLP")

- and -

Shaw Communications Inc. ("Shaw")

- and -

7509014 Canada Inc. ("New Canwest")

- and -

7316712 Canada Inc., a corporation governed by the laws of Canada
("7316712 Canada")

- and -

FTI Consulting Canada Inc., in its capacity as Monitor of the CMI Entities and
 not in its personal or corporate capacity (the "**Monitor**")

RECITALS:

- A. Canwest, CMI, Canwest Television Limited Partnership ("**CTLP**"), by its general partner Canwest Television GP Inc., certain other Canwest Subsidiaries, and certain holders of 8% senior subordinated notes due 2012 issued by CMI (collectively, the "**Consenting Noteholders**"), are parties to a support agreement dated October 5, 2009, as amended by an amendment agreement dated January 29, 2010, an amendment agreement dated February 11, 2010, an amendment agreement no. 3 dated April 15, 2010 and an amendment agreement no. 4 dated as of May 3, 2010 (the "**Noteholder Support Agreement**") regarding the principal aspects of a recapitalization of the CMI Entities (the "**Recapitalization Transaction**").
- B. Pursuant to the Noteholder Support Agreement and in furtherance of the Recapitalization Transaction, Canwest and certain of its subsidiaries, including CMI, (collectively, the

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“CMI Entities”) filed for and received protection from their creditors under the *Companies’ Creditors Arrangement Act* (the “CCAA”) pursuant to an Initial Order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) made October 6, 2009.

- C. Shaw and Canwest are parties to a subscription agreement dated February 11, 2010, as amended May 3, 2010 (the “**Subscription Agreement**”) pursuant to which, subject to the terms and conditions thereof and the amended and restated term sheet attached as Schedule “A” thereto (the “**Amended and Restated Term Sheet**”), Shaw or its designated wholly-owned direct or indirect subsidiary has agreed to subscribe for, and Canwest, as restructured, or a newly incorporated company holding all of the properties and assets of Canwest, except for excluded assets and properties as may be agreed to by Canwest and Shaw, each acting reasonably (such restructured or newly incorporated company is referred to herein as “**Restructured Canwest**”), has agreed to issue shares of Restructured Canwest (collectively, the “**Subscription Transaction**”).
- D. The Amended and Restated Term Sheet contemplates that the Subscription Transaction may be effected under a Share Transaction (as defined therein), whereby Shaw and/or 7316712 Canada (collectively, and jointly and severally, the “**Plan Sponsor**”) will purchase all of the shares of New Canwest, a newly incorporated wholly-owned subsidiary of Canwest, and all of CMI’s equity and voting shares in CW Investments, all to be effected under a plan of compromise and arrangement under the CCAA (the “**Plan**”).
- E. Shaw, Canwest and the Consenting Noteholders are parties to a support agreement dated February 11, 2010, as amended May 3, 2010 (the “**Shaw Support Agreement**”), pursuant to which the Consenting Noteholders have agreed to support the Subscription Transaction subject to the terms and conditions contained therein and in the Noteholder Support Agreement.
- F. On June 23, 2010, the Applicants filed the Plan with the Court and are seeking approval of same by creditors and the Court in accordance with the CCAA.
- G. Pursuant to section 11 of the Amended and Restated Term Sheet, it is a condition of completion of the Subscription Transaction that Canwest, CMI and Shaw shall have entered into the Plan Emergence Agreement (as defined in section 11 of the Amended and Restated Term Sheet) on or prior to the date that is 23 days prior to the Meetings.
- H. Pursuant to section 6.3 of the Plan, it is a condition precedent to the implementation of the Plan that Canwest, CMI, the Plan Sponsor and the Monitor shall have entered into the Plan Emergence Agreement.
- I. In connection with the Plan and the transactions contemplated therein, Canwest, CMI, CTLP, New Canwest, the Plan Sponsor and the Monitor (collectively, the “**Parties**”) now wish to enter into this Agreement, which shall constitute the Plan Emergence Agreement as contemplated by the Amended and Restated Term Sheet and the Plan.

THEREFORE, in consideration of the mutual covenants and agreements of the Parties, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

**ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

1.1 Definitions

All capitalized terms that are used and not defined in this Agreement (including in the Recitals) have the meanings given to them in the Plan. In addition, whenever used in this Agreement, the term “**Agreement**” means this Agreement, including the Recitals and all Schedules to this Agreement and any permitted amendments or restatements of this Agreement, and references to “**Article**”, “**Section**” or “**Schedule**” mean the specified Article, Section or Schedule of this Agreement.

1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Consent** – Whenever a provision of this Agreement requires an approval or consent and the approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (b) **Governing Law** – This Agreement is a contract made under and shall be governed by and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario. Each Party submits to the jurisdiction of the courts of the Province of Ontario in any action or proceeding arising out of or relating to this Agreement.
- (c) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (d) **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (e) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (f) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and *vice versa* and words importing gender include all genders.
- (g) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, the provision shall, as to that jurisdiction, be ineffective only to the extent of the restriction, prohibition or unenforceability without invalidating the remaining

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provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction, or without affecting its application to other Parties or circumstances.

- (h) **Statutory References** – A reference to a statute includes all regulations and rules made pursuant to the statute and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements or supersedes any such statute, regulation or rule.
- (i) **Time** – Time is of the essence in the performance of the Parties' respective obligations.
- (j) **Currency** – All references to dollar amounts or to the symbol \$ are references to Canadian dollars unless otherwise specified.

1.3 Paramountcy

In the event of any conflict or inconsistency between the terms, conditions and provisions of the Plan and of this Agreement, the terms, conditions and provisions of the Plan, together with the Sanction Order, shall govern and shall take precedence and priority.

1.4 Schedules

The Schedules listed below form an integral part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule 2.1	Non-Continuing Management Employees Schedule
Schedule 2.2	Non-Continuing Material Agreements Schedule
Schedule 5.1	PIF Schedule

ARTICLE 2 DISCLAIMER OF AGREEMENTS

2.1 Continuing Management Employees

Section 11(ii) of the Amended and Restated Term Sheet referenced in the Amendment Agreement to the Subscription Agreement dated May 3, 2010 between Shaw and Canwest amending the Subscription Agreement dated February 11, 2010, refers to a list of all existing management employees of Canwest and the Canwest Subsidiaries who will not remain as employees of New Canwest or the CTLP Plan Entities following the Effective Time. That list is attached hereto as Schedule 2.1 (the “**Non-Continuing Management Employee Schedule**”).

On or before the Plan Implementation Date, the CMI Entities will terminate the employment of the employees listed on the April 28 Severance Schedule. The termination and severance

obligations, together with accrued and unpaid vacation pay, salary and wages with respect to such employees will be paid in accordance with Section 5.1 hereof.

For greater certainty, any active or inactive employee of any CMI Entity (other than a CTLP Group Entity), including any such employees on maternity leave, paternity leave or disability leave or other such absence will not be employees of New Canwest or the CTLP Plan Entities following the Effective Time.

2.2 Non-Continuing Material Agreements

- (a) Schedule 2.2 (the “**Non-Continuing Material Agreements Schedule**”) sets forth a complete list of all material agreements (the “**Non-Continuing Material Agreements**”) to which any of the Plan Entities is a party or are parties that are to be disclaimed, subject to the consent of the Monitor, within the timeframe set out in the Claims Procedure Order as amended by the Meeting Order.
- (b) The Parties have agreed that the Non-Continuing Material Agreements Schedule shall not be attached to this Agreement, but shall be delivered to the Monitor under separate cover due to the confidential nature of the information contained therein. The Monitor shall hold the Non-Continuing Material Agreements Schedule on a confidential basis until after notice of disclaimer has been given to the applicable counterparty.
- (c) On or before the day that is twenty three (23) days before the date of the Meetings as scheduled in the Meeting Order, Canwest, CMI or the CTLP Group Entities, as applicable, shall notify all counterparties to such Non-Continuing Material Agreements of the proposed disclaimer of such Non-Continuing Material Agreements, in accordance with section 32(1) of the CCAA within the timeframe set out in the Claims Procedure Order as amended by the Meeting Order and at the same time shall deliver to each of such counterparties a CMI Notice of Claim, together with the applicable CMI Claims Package.

2.3 Restructuring Period Claims

Any Claims arising as a result of the disclaimer or renegotiation of the Non-Continuing Material Agreements set out in the Non-Continuing Material Agreements Schedule shall constitute Restructuring Period Claims, unless such Claims constitute Unaffected Claims under paragraphs (e) or (f) of the definition of Unaffected Claims set out in section 1.1 of the Plan.

ARTICLE 3 PAYMENTS PRIOR TO PLAN IMPLEMENTATION DATE

3.1 Cash Management

Effective as of the Plan Implementation Date, the cash management services provided by The Bank of Nova Scotia (“**BNS**”) to Canwest and the Canwest Subsidiaries will be terminated and new arrangements will be entered into by Canwest and/or any Canwest Subsidiary other than the CTLP Group Entities (the “**Remaining Canwest Entities**”) after the Plan Implementation Date

on terms to be agreed prior to the Plan Implementation Date among and satisfactory to the Remaining Canwest Entities and BNS. Prior to the Plan Implementation Date, New Canwest and the CTLP Group Entities shall establish their own cash management system. All potential liabilities under the existing cash management system shall be dealt with in a manner agreeable to the parties and BNS and provided for in the Plan Implementation Fund.

3.2 CIT Facility

On the day that is one (1) Business Day prior to the Plan Implementation Date, all “cash sweeps” under the CIT Facility and the CIT Credit Agreement shall cease to be effective as of the close of business on such date. Claims of CIBC Asset-Based Lending (formerly, CIT Business Credit Canada Inc. (“CIT”)) under the CIT Credit Agreement and the CIT Facility shall be provided for in the PIF Schedule (as hereinafter defined) and paid in accordance with this Agreement and the Plan.

3.3 CH Plan Settlement Amount

Prior to remitting the Cash to the Monitor to establish the Plan Implementation Fund as set out in Section 5.1, CTLP shall hold back from cash in its accounts an amount equal to the CH Plan Settlement Amount, on the day that is one (1) Business Day prior to the Plan Implementation Date. The CH Plan Settlement Amount shall be distributed by CTLP pursuant to the Plan on the Plan Implementation Date.

3.4 Continuing Payment of Professionals

In furtherance of the Initial Order and this Agreement, the CMI Entities shall continue to pay up to and including the Plan Implementation Date (a) legal counsel and other advisors to the CMI Entities and other Canwest Subsidiaries, (b) the Monitor and its legal counsel, (c) legal counsel to the Ad Hoc Committee, (d) legal counsel and advisors to the Special Committee, (e) legal counsel to the Directors and Officers, (f) Houlihan Lokey Howard & Zukin Capital Inc. (“Houlihan Lokey”), and (g) Stonecrest Capital Inc. in accordance with existing practice and shall endeavour to have all such professionals’ accounts current so that as of the Plan Implementation Date such professionals are current to the date which is five (5) Business Days prior to the Plan Implementation Date.

Following execution of this Agreement and prior to the Plan Implementation Date, the CMI Entities shall request estimates of any outstanding fees and disbursements and the prospective fees and disbursements of such professionals for the period up to and including the Plan Implementation Date. These estimates shall then be incorporated in Section 1 of the PIF Schedule (as hereinafter defined) (a form of which will be attached hereto as Schedule 5.1 on the execution of this Agreement and will be replaced on or before the Plan Implementation Date with the PIF Schedule containing the estimates of any outstanding fees and disbursements and prospective fees and disbursements to the Plan Implementation Date).

ARTICLE 4 POST EMERGENCE ACTIVITIES

4.1 Retention of Legal Counsel and Advisors by the Monitor

Following the Plan Implementation Date, the Monitor may, in its discretion, retain or continue to retain the services of legal counsel and such other advisors as it deems reasonable and may retain the services of any former Employees (excluding any former Employee who New Canwest or any of the CTLP Group Entities or CWI Group Entities have retained through employment or contract) or any other Person on an independent contract basis to assist the Monitor in performing its obligations under this Agreement, the Plan, the Sanction Order and the CCAA.

4.2 Resolution of Unaffected Claims

The Monitor shall determine and pay, on behalf of the CMI Entities, any unpaid Unaffected Claims (other than those claims described in subparagraphs (h), (i), (n) and (o) of the definition of Unaffected Claims under the Plan) outstanding after the Plan Implementation Date pursuant to this Agreement and the Plan.

Notwithstanding the foregoing, the Monitor shall determine and pay, in consultation with counsel to the Directors and Officers on behalf of the CMI Entities, from monies funded to the Monitor and deposited into Account 6 referred to in the PIF Schedule pursuant to Section 5.10 of this Agreement:

- a) any claims against the Directors and Officers (other than those claims described in sub-paragraphs (h) and (i) of the definition of Unaffected Claims under the Plan) that (a) arose after the Filing Date, (b) remain outstanding as at the Plan Implementation Date, and (c) are claims which would be covered by the indemnity provided by paragraph 21 in the Initial Order; and
- b) any claims against or liabilities of Directors and Officers (other than those claims described in sub-paragraphs (h) and (i) of the definition of Unaffected Claims under the Plan) incurred after the Plan Implementation Date if such Directors and Officers remain in office to facilitate the bankruptcy under the BIA, a liquidation, winding-up or dissolution of any Remaining Canwest Entities as provided for in section 4.4 hereof, provided that such claims would have otherwise been covered by the indemnity provided by paragraph 21 in the Initial Order if such indemnity applied.

The claims referred to in sub-paragraphs (a) and (b) above will be referred to collectively as the “**Post-Filing D&O Insured Claims**”.

4.3 Resolution of Unresolved Claims

Following the Plan Implementation Date, the Monitor shall complete the resolution of the Unresolved Claims of Affected Creditors in accordance with the Claims Procedure Order, the Meeting Order and the Plan and complete any remaining distributions to Affected Creditors holding Proven Distribution Claims pursuant to the Plan.

4.4 Bankruptcies and Liquidations

Following the Plan Implementation Date the Monitor may, in its discretion, assign into bankruptcy under the BIA or effect a liquidation, winding-up or dissolution of any Remaining Canwest Entities.

4.5 Access to Past Employees and Records

- (a) Following the Plan Implementation Date, New Canwest and CTLP shall make available to the Monitor on a reasonable basis up to five (5) management or other employees of New Canwest or the CTLP Group Entities, to be agreed upon between the Monitor and the Plan Sponsor in a side letter, in order to assist the Monitor in carrying out its duties as set forth in this Agreement, the Plan and the Sanction Order (including, for greater certainty, the determination, resolution, litigation and/or settlement of Unresolved Claims of Affected Creditors and the bankruptcy of any Remaining Canwest Entities) until the discharge of the Monitor.
- (b) Following the Plan Implementation Date, New Canwest and CTLP shall make available to the Monitor on a reasonable basis the books and records of the CTLP Plan Entities and CW Investments in its possession.
- (c) Following the Plan Implementation Date, the Monitor shall make available to New Canwest on a reasonable basis the books and records of the Remaining Canwest Entities in its possession until the discharge of the Monitor.

4.6 Reporting

Following the Plan Implementation Date, the Monitor shall periodically (and at least once every three months) update Plan Sponsor and counsel to the Directors and Officers on the status of its activities pursuant to this Agreement and the amounts remaining in the Plan Implementation Fund.

4.7 Obligation to Pay Only to the Extent Funds are Available

Notwithstanding any other provision of this Agreement, and without in any way limiting the protections for the Monitor set forth in Section 4.8 of this Agreement, the Initial Order, the Plan or the CCAA, the Monitor shall have no obligation to make any payment contemplated by this Agreement, and nothing in this Agreement shall be construed as obligating the Monitor to make any such payment, unless and until the Monitor is in receipt of funds adequate to effect any such payment in full in the applicable Account (as defined below) referred to in the PIF Schedule. Funds adequate to pay such amounts will be deposited into the appropriate Accounts referenced in the PIF Schedule in accordance with the provisions of this Agreement.

4.8 Monitor shall have no Personal Liability

The Monitor shall not incur any liability whatsoever, including in respect of (a) any amount paid, required to be paid or not paid from the Plan Implementation Fund pursuant to this Agreement or the Plan, (b) any costs or expenses incurred in connection with, in relation to or as a result of any payment made, required to be made or not made from the Plan Implementation Fund, or (c) any

deficiency in the Plan Implementation Fund or any specific Account referenced in the PIF Schedule.

4.9 Parties may seek Directions from Court

Any party to this Agreement and counsel for the Directors and Officers may at any time apply to Court for advice and directions from the Court in respect of any matter arising from or under this Agreement or the discharge of their obligations under this Agreement.

ARTICLE 5 PAYMENTS ON OR AFTER THE PLAN IMPLEMENTATION DATE

5.1 Payment of Closing Costs

On the Plan Implementation Date, the Monitor shall pay from the Cash, on behalf of the CMI Entities, or, in respect of the items referred to in sub-paragraphs q) and t) below may authorize and cause the CMI Entities to pay, the following costs and obligations in the amounts described below and detailed in Section 1 of Schedule 5.1 (which shall be finalized prior to the Plan Implementation Date and a form of which will be attached as Schedule 5.1 on the execution of this Agreement and until the date such schedule is finalized) (the “PIF Schedule”). To the extent that the amount of the Cash on the Plan Implementation Date is less than the aggregate amount required to pay the following obligations in full as set out in the PIF Schedule, then New Canwest and/or CTLP shall fund the difference on or before the Plan Implementation Date (as a payment to the Monitor for the benefit of CMI) necessary so that the following obligations are paid in full as set out in Section 1 of the PIF Schedule:

- a) the relevant government entities in respect of the amounts referred to in sections 6(3), 6(5) and 6(6) of the CCAA;
- b) Osler, Hoskin & Harcourt LLP as primary legal counsel to the CMI Entities in respect of professional fees and disbursements incurred and unpaid for the period to and including the Plan Implementation Date;
- c) other legal counsel and professional advisors to the CMI Entities (to be listed in a schedule to be provided to New Canwest and the Plan Sponsor by the CMI Entities prior to Plan Implementation Date) in respect of professional fees and disbursements incurred and unpaid for the period to and including the Plan Implementation Date;
- d) PricewaterhouseCoopers Canada LLP in respect of professional fees and disbursements incurred and unpaid for the period to and including the Plan Implementation Date;
- e) KPMG LLP in respect of professional fees and disbursements incurred and unpaid for the period to and including the Plan Implementation Date;
- f) the Monitor in respect of professional fees and disbursements incurred and unpaid for the period to and including the Plan Implementation Date;

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- g) Stikeman Elliott LLP as legal counsel to the Monitor in respect of professional fees and disbursements incurred and unpaid for the period to and including the Plan Implementation Date;
- h) Goodmans LLP as legal counsel to the Ad Hoc Committee in respect of professional fees and disbursements incurred and unpaid for the period to and including the Plan Implementation Date;
- i) Ogilvy Renault LLP as legal counsel to the Special Committee in respect of professional fees and disbursements incurred and unpaid for the period to and including the Plan Implementation Date;
- j) Lenczner Slaght Royce Smith Griffin LLP as legal counsel to the Directors and Officers in respect of professional fees and disbursements incurred and unpaid for the period to and including the Plan Implementation Date;
- k) Cavalluzzo Hayes Shilton McIntyre & Cornish LLP as Retiree Representative Counsel in respect of professional fees and disbursements incurred and unpaid for the period to and including the Plan Implementation Date;
- l) Stonecrest Capital Inc. as the Chief Restructuring Advisor in respect of all payments due and unpaid under the Stonecrest Engagement Letter;
- m) Genuity Capital Markets in respect of all payments due and unpaid under the Genuity Engagement Letter;
- n) RBC in respect of all payments due and unpaid under the RBC Engagement Letter;
- o) Houlihan Lokey in respect of all payments due and unpaid under the Houlihan Engagement Letter;
- p) The Bank of New York Mellon, in its capacity as trustee under the Indenture in respect of all fees payable and unpaid to the trustee under the Indenture;
- q) the KERP Participants the amounts payable under the KERPs less any statutory source deductions which shall be remitted to the applicable governmental authority, on behalf of the CMI Entities, by the Monitor. The amounts paid to the KERP Participants under this subsection shall be paid in respect of Claims arising from or under the KERPs and shall not affect in any way any other monetary amounts to which the KERP Participants may be entitled from the KERP Trust or any non-monetary benefits or items to which the KERP Participants may be entitled pursuant to the KERP agreements;
- r) BNS in respect of potential liabilities under the existing cash management system arising from or under the cash management facility for the provision of cash management services to the CMI Entities;

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- s) CIT in respect of any amounts or obligations outstanding under the CIT Facility;
- t) the amounts payable to those employees identified on the April 28 Severance Schedule in respect of the termination and severance obligations set forth on the April 28 Severance Schedule together with the accrued and unpaid wages, salary and vacation pay less any statutory source deductions which shall be remitted, on behalf of the CMI Entities, by the Monitor;
- u) the Fireworks Trustee in Bankruptcy in respect of professional fees and disbursements incurred and unpaid for the period to and including the Plan Implementation Date;
- v) any accrued and unpaid compensation to the Directors;
- w) Shaw in respect of the expense reimbursement obligation pursuant to Section 9.2 of the Subscription Agreement; and
- x) the Transfer Agent in respect of its fees, costs and disbursements incurred to effect the issuance and subsequent cancellation of the Canwest New Preferred Shares as contemplated by the Plan.

The foregoing payments shall be paid by way of certified cheque, wire transfer or direct deposit. Any certified cheques effecting payment pursuant to sub-sections (q) and (t) hereof shall be sent by registered mail to the last known address for such Persons.

5.2 Establishment of the Plan Implementation Fund

On the Plan Implementation Date, after the payment of the obligations set forth in Section 5.1 as set out in Section 1 of the PIF Schedule, the Plan Entities shall pay to the Monitor from any remaining Cash, the amount necessary to fund the Plan Implementation Fund as set out in the PIF Schedule. To the extent that the remaining Cash is inadequate to fully fund the requirements set forth in the PIF Schedule (including the inclusion of a contingency fund to secure the payment of the fees, disbursements, and costs of the Monitor, and those of its legal and other advisors as provided for in section 4.1 hereof) then New Canwest and/or CTLP shall pay to the Monitor the amount of any difference (as a payment to the Monitor for the benefit of CMI) which shall be deposited by the Monitor in the Plan Implementation Fund. To the extent that as of the Plan Implementation Date the amount of Cash is greater than the amount needed to fully fund the requirements set forth in the PIF Schedule, then the excess amount of remaining Cash after fully funding the Plan Implementation Fund shall be paid to New Canwest.

The Monitor shall deposit the amounts received pursuant to this Section 5.2 into one or more accounts in accordance with the PIF Schedule (the "Accounts") and such amounts together shall constitute the Plan Implementation Fund.

5.3 Additional Deposits into the Fund

The following amounts shall be paid to the Monitor from time to time and shall be deposited into Account 5 referenced in Section 2 of the PIF Schedule:

- (a) the net proceeds of sale realized from the sale of the Winnipeg Condo;
- (b) any and all dividends, distributions or other amounts payable to a Plan Entity (other than the CTLP Plan Entities) from any estate in bankruptcy, liquidation, winding up or dissolution of any Remaining Canwest Entity;
- (c) any amounts in respect of refunds of any Taxes payable to the Plan Entities other than the CTLP Plan Entities, National Post Holdings and National Post;
- (d) any net proceeds of realization from any assets or property of any of the Remaining Canwest Entities other than National Post Holdings and National Post; and
- (e) all Undeliverable Distributions from the Ordinary Creditors Pool or the Convenience Class Pool as contemplated in the Plan.

5.4 Plan Emergence Cost Schedule

Prior to the Plan Implementation Date, the CMI Entities, the Plan Sponsor, New Canwest and the Monitor shall agree to and finalize the PIF Schedule (which shall be finalized prior to the Plan Implementation Date and a form of which will be attached as Schedule 5.1 between the date of the execution of this Agreement and the date such schedule is finalized).

5.5 Payment of Post-Filing Claims

The Monitor shall conduct the process approved in the Sanction Order to solicit, identify and quantify Post-Filing Claims (other than Intercompany Claims) which are not assumed by New Canwest or any of the CTLP Plan Entities pursuant to the Plan. Following the Post-Filing Claims Bar Date (as defined in the Sanction Order) and the determination or resolution of all filed claims, the Monitor shall pay to each Post-Filing Creditor (to be defined in the Sanction Order in a manner acceptable to the parties) holding a Proven Post-Filing Claim (to be defined in the Sanction Order in a manner acceptable to the parties) the amount of its Proven Post-Filing Claim from Account 1 referred to in Section 2 of the PIF Schedule.

To the extent that the amount in Account 1 referred to in Section 2 of the PIF Schedule is inadequate to pay the full amount of all Proven Post-Filing Claims then New Canwest and/or CTLP shall pay to the Monitor for the benefit of CMI the funds necessary to pay such claims in full and such funds shall be deposited into Account 1 referred to in Section [2] of the PIF Schedule. If the payments contemplated in this Section [5.5] do not exhaust the amount held by the Monitor in Account 1 referred to in Section 2 of the PIF Schedule, then the Monitor shall return such excess funds to New Canwest.

5.6 Payment of Fees and Expenses of the Replacement Administrator

After the Plan Implementation Date, the Monitor shall pay by way of certified cheque or wire transfer (in accordance with wire transfer instructions provided in writing by such Person to the Monitor) on behalf of CTLP to the replacement administrator for the CH Plan appointed by the Superintendent of Financial Institutions in respect of its fees and expenses incurred as contemplated in Section 5.3 of the Plan the amount held by the Monitor in Account 2 referenced in Section 2 of the PIF Schedule. For great certainty, the fees and expenses of the replacement administrator shall not include fees and expenses for the provision of services in relation to the administration of the CH Plan or the investment of the assets of the CH Plan where such fees and expenses have, in the normal course, been paid from the assets of the CH Plan, including fees payable to the CH Plan Trustee, the investment manager in respect of CH Plan assets, the actuary for the CH Plan and any pension consultant for pension plan administration services.

5.7 Payment of Fees and Expenses of Counsel to Directors and Officers

After the Plan Implementation Date, the Monitor shall from time to time pay by way of certified cheque or wire transfer (in accordance with wire transfer instructions provided in writing by such Person to the Monitor) on behalf of the Remaining Canwest Entities from Account 3 referred to in Section 2 of the PIF Schedule the reasonable fees and disbursements of counsel to the Directors and Officers in connection with:

- a) determining the Affected Claims that are Unresolved Claims against the Directors and Officers, consulting with the Monitor with respect thereto and providing advice and reporting to the Directors and Officers with respect thereto;
- b) determining any Post-Filing D&O Insured Claims and addressing any matters of insurance coverage and related issues; and
- c) providing assistance with any issues regarding the Directors and Officers that may arise after the Plan Implementation Date relating to the wind-up, bankruptcies, dissolution or liquidation of the Remaining Canwest Entities and issues regarding indemnification, insurance and other matters in respect of any Directors and Officers who remain in office after the Plan Implementation Date as provide for in section 4.2(b) hereof.

To the extent that the amount held by the Monitor in Account [3] referred to in Section 2 of the PIF Schedule is inadequate to pay the full amount of the reasonable fees and disbursements of counsel to the Directors and Officers pursuant to this Section 5.7 then New Canwest and/or CTLP shall pay to the Monitor for the benefit of CMI the funds necessary to pay such reasonable fees and disbursements and such funds shall be deposited into Account 3 referred to in Section 2 of the PIF Schedule. If the payments contemplated in this Section 5.7 do not exhaust the amount held by the Monitor in Account 3 referred to in Section 2 of the PIF Schedule, then the Monitor shall return such excess funds to New Canwest.

5.8 Professionals Associated with Remaining Canwest Entities

After the Plan Implementation Date, the Monitor shall from time to time pay by way of certified cheque or wire transfer (in accordance with wire transfer instructions provided in writing by such Person to the Monitor) on behalf of the Remaining Canwest Entities from Account 4 referred to

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in Section 2 of the PIF Schedule to legal counsel and professional advisors (to be listed in a schedule to be provided to New Canwest and the Plan Sponsor by the CMI Entities prior to Plan Implementation Date) in respect of professional fees and disbursements incurred for services provided in connection with the bankruptcy, liquidation or winding up or dissolution of any Remaining Canwest Entities (other than National Post Holdings and National Post).

To the extent that the amount in Account 4 referred to in Section 2 of the PIF Schedule is inadequate to pay the full amount of the reasonable fees and disbursements of foreign professionals pursuant to this Section 5.8 then New Canwest and/or CTLP shall pay to the Monitor for the benefit of CMI (other than National Post Holdings and National Post) the funds necessary to pay such reasonable fees and disbursements and such funds shall be deposited into Account 4 referred to in Section 2 of the PIF Schedule. If the payments contemplated in this Section 5.8 do not exhaust the amount held by the Monitor in Account 4 referred to in Section 2 of the PIF Schedule, then the Monitor shall return such excess funds to New Canwest.

5.9 Payment of Fees and Expenses of the Monitor

All of the fees and disbursements incurred by the Monitor, its legal counsel and any other advisors retained by the Monitor, in connection with fulfilling the Monitor's duties and obligations under the Plan and this Agreement, including, without limitation, those fees, disbursements, costs and expenses incurred in connection with:

- (a) resolving any Unresolved Claims of the Affected Creditors;
- (b) making distributions under the Plan, including the costs of wire transfers and the issuance of cheques (provided, for greater certainty, that the Monitor shall not fund the actual distributions from the Plan Implementation Fund);
- (c) determining any Unaffected Claims, including Post-Filing Claims, but excluding those claims described in subparagraphs (h), (i) and (o) of the definition of Unaffected Claims in the Plan;
- (d) making distributions under this Agreement; and
- (e) bankrupting and acting as trustee in bankruptcy or liquidating, winding up or dissolving any Remaining Canwest Entities (other than National Post and National Post Holdings), including the bankruptcies of the Fireworks entities and acting as the Fireworks Trustee in Bankruptcy,

shall be paid from the Plan Implementation Fund and the Monitor shall have exclusive access to the funds referenced in Account 5 referred to in Section 2 of the PIF Schedule.

If at any time the Plan Implementation Fund is insufficient to fund the activities of the Monitor pursuant to the Plan or this Agreement, then New Canwest and/or CTLP shall pay additional funds satisfactory to the Monitor for the benefit of CMI and such funds shall be deposited into Account 5 referred to in Section 2 of the PIF Schedule. If the payments contemplated in this Section 5.9 do not exhaust the amount held by the Monitor in Account 5 referred to in Section 2

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of the PIF Schedule, then the Monitor shall return such excess funds to New Canwest in accordance with section 5.12 of this Agreement.

5.10 Payment of Post-Filing D&O Insured Claims

The Monitor shall pay any Post-Filing D&O Insured Claims pursuant to section 4.2 of this Agreement from Account 6 referred to in Section 2 of the PIF Schedule. To the extent that the amount in Account 6 referred to in Section 2 of the PIF Schedule is inadequate to pay the full amount of Post-Filing D&O Insured Claims pursuant to this Section 5.10 then New Canwest and/or CTLP shall pay to the Monitor for the benefit of CMI the funds necessary to pay such claims in full and such funds shall be deposited into Account 6 referred to in Section 2 of the PIF Schedule. If the payments contemplated in this Section 5.10 do not exhaust the amount held by the Monitor in Account 6 referred to in Section 2 of the PIF Schedule, then the Monitor shall return such excess funds to New Canwest.

5.11 Use of Cash to Plan Implementation Date

The CMI Entities hereby covenant and agree that, from the date hereof to the Plan Implementation Date, they will only use the Cash and will only effect any draw under the CIT Facility for working capital purposes related to the Business or for the expenditures of the CMI Entities as approved by the Court and/or as may be contemplated by the Weekly Cash Flow Projections (as defined in the CIT Facility). The CMI Entities hereby further covenant and agree to notify the Plan Sponsor in writing of any planned draw to be effected under the CIT Facility between the date hereof and the Plan Implementation Date five (5) Business Days prior to effecting such a draw.

5.12 Residual Funds

Upon completing its duties under the CCAA, the Sanction Order and this Agreement and obtaining an order discharging the Monitor, the Monitor shall (after satisfying all fees and disbursements of the Monitor) remit to New Canwest any residual funds remaining in the Plan Implementation Fund.

5.13 Payment of Legal Costs of the *Ad Hoc* Group of Shareholders

On the Plan Implementation Date, concurrently with acquiring the Canwest New Preferred Shares, and in accordance with the Minutes of Settlement dated June 23, 2010, 7316712 Canada shall pay Bennett Jones LLP in trust for the benefit of the *ad hoc* group of shareholders the documented costs of their advisors in connection with the motion brought by Canwest and certain of its subsidiaries returnable June 22, 2010 seeking, *inter alia*, a Meeting Order.

ARTICLE 6 GENERAL

6.1 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "Notice") shall be in writing and shall be sufficiently

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given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

(a) if to Canwest or CMI, or to both, at:

c/o Osler, Hoskin & Harcourt LLP
Box 50
1 First Canadian Place
Toronto, Ontario M5X 1B8

Attention: Edward Sellers
Email: esellers@osler.com
Facsimile: 416-862-6666

With a required copy by email or fax (which shall not be deemed Notice) to:

Osler, Hoskin & Harcourt LLP
Box 50
1 First Canadian Place
Toronto, Ontario M5X 1B8

Attention: Tracy Sandler
Email: tsandler@osler.com
Facsimile: 416-862-6666

With a required copy by email or fax (which shall not be deemed Notice) to:

Lenczner Slaght Royce Smith Griffin, LLP
130 Adelaide Street West, Suite 2600
Toronto, Ontario M5H 3P5

Attention: Peter Osborne
Email: posborne@litigate.com
Facsimile: 416-865-3094

With a required copy by email or fax (which shall not be deemed Notice) to:

Ogilvy Renault LLP
Suite 3800, Royal Bank Plaza, South Tower,
200 Bay St.
PO Box 84
Toronto, ON M5J 2Z4

Attention: Mario Forte
Email: mforte@ogilvyrenault.com
Facsimile: 416-216-4870

(b) if to the Shaw or 7316712 Canada, or to both, at:

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c/o Shaw Communications Inc.
Suite 900, 630-3rd Avenue SW
Calgary, Alberta T2P 4L4

Attention: Steve Wilson/Peter Johnson
Email: steve.wilson@sjrb.ca / peter.johnson@sjrb.ca
Facsimile: 403-750-7469 / 403-716-6544

With a required copy by email or fax (which shall not be deemed Notice) to:

Davies Ward Phillips and Vineberg LLP
Box 63, One First Canadian Place
Toronto, Ontario M5X 1B1

Attention: Robin Schwill
Email: rschwill@dwpv.com
Facsimile: 416-863-0871

(c) if to the Monitor, at:

FTI Consulting Canada Inc.
TD Canada Trust Tower
79 Wellington Street West
Suite 2100
Toronto, Ontario M5K 1G8

Attention: Greg Watson
Email: greg.watson@fticonsulting.com
Facsimile: 416-649-8101

With a required copy by email or fax (which shall not be deemed Notice) to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: David Byers
Email: dbyers@stikeman.com
Facsimile: 416-947-0866

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. If the Notice is delivered or transmitted after 5:00 p.m. local time or if the day is not a Business Day, then the Notice shall be deemed to have been given and received on the next Business Day.

Any Party may, from time to time, change its address by giving Notice to the other Parties in accordance with the provisions of this Section.

6.2 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the Party to be bound.

6.3 Termination

This Agreement shall terminate automatically with respect to all of the Parties in the event that the Shaw Support Agreement is terminated in accordance with its terms.

6.4 Assignment

This Agreement shall be binding upon and enure to the benefit of the Parties hereto and each of their respective successors (including any successor by reason of amalgamation of any Party), permitted assigns, heirs and personal representatives. No Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

6.5 Further Assurances

The Parties shall, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to give effect to this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Plan Implementation Date.

6.6 Execution and Delivery

This Agreement may be signed in counterparts, each of which, when taken together, shall be deemed an original. Execution of this Agreement is effective if a signature is delivered by facsimile transmission or electronic (e.g., pdf) transmission.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS OF WHICH the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CANWEST GLOBAL COMMUNICATIONS CORP.

By: _____

Name:

Title:

By: _____

Name:

Title:

CANWEST MEDIA INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

CANWEST TELEVISION GP INC. for and on behalf of CANWEST TELEVISION LIMITED PARTNERSHIP

By: _____

Name:

Title:

By: _____

Name:

Title:

SHAW COMMUNICATIONS INC.

By: *Rhonda Bashnick*

Name: Rhonda Bashnick

Title: Vice President, Finance

By: *Peter A. Johnson*

Name: Peter A. Johnson

Title: Vice President, Law



IN WITNESS OF WHICH the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CANWEST GLOBAL COMMUNICATIONS CORP.

By: [Signature]
Name: RICHARD WEISZ
Title: V.P. & GENERAL COUNSEL

CANWEST MEDIA INC.

By: [Signature]
Name: RICHARD WEISZ
Title: V.P. & GENERAL COUNSEL

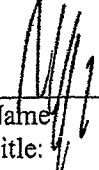
CANWEST TELEVISION GP INC. for and on behalf of CANWEST TELEVISION LIMITED PARTNERSHIP

By: [Signature]
Name: RICHARD WEISZ
Title: V.P. & GENERAL COUNSEL

SHAW COMMUNICATIONS INC.

By:
Name:
Title:
By:
Name:
Title:

7509014 CANADA INC.

By:  _____
Name: Richard H. Keipsik
Title: secretary

By: _____
Name:
Title:

7316712 CANADA INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

FTI CONSULTING CANADA INC., in its capacity as court-appointed Monitor of the CMI Entities and not in its personal capacity

By: _____
Name:
Title:

By: _____
Name:
Title: