

COURT OF APPEAL FOR ONTARIO

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

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

APPLICANTS

**MOTION RECORD OF COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION OF CANADA**

**(Motion for Leave to Appeal the Orders of Justice Pepall dated
October 27, 2009 and November 4, 2009)**

CaleyWray

Labour/Employment Lawyers
1600 - 65 Queen Street West
Toronto, Ontario M5H 2M5

Douglas J. Wray (18023C)

Email: wrayd@caleywray.com

Tel: 416-775-4673

Fax: 416-366-3763

Jesse Kugler (52532R)

Email: kuglerj@caleywray.com

Tel : 416-775-4677

Fax: 416-366-3293

Lawyers for Communications, Energy
and Paperworkers Union of Canada

INDEX

COURT OF APPEAL FOR ONTARIO

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

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

APPLICANTS

I N D E X

TAB	DESCRIPTION	PAGE
1.	Notice of Motion.....	1
2.	Order of the Honourable Justice Pepall, dated October 27 th , 2009 ("CEP Order").....	19
3.	Endorsement of the Honourable Justice Pepall, dated October 27 th , 2009	23
4.	Supplementary Order/Endorsement of the Honourable Justice Pepall, dated November 4, 2009	31
5.	Amended Draft Order presented to the Honourable Justice Pepall on November 4, 2009.....	33
6.	Order of the Honourable Justice Pepall, dated October 27, 2009 ("Cavalluzzo Order")	36
7.	Notice of Motion returnable October 27, 2009	45
8.	Affidavit of Peter Murdoch, sworn October 21, 2009	53
A	Exhibit A: Excerpts of CEP Collective Agreement (CICT)	60

B	Exhibit B: Excerpts of CEP Collective Agreement (MITV).....	67
C	Exhibit C: Excerpts of CEP Collective Agreement (BCTV)	72
D	Exhibit D: Excerpts of CEP Collective Agreement (CISA).....	79
E	Exhibit E: Excerpts of CEP Collective Agreement (Global News)	86
F	Exhibit F: Excerpts of CEP Collective Agreement (CKND)	98
G	Exhibit G: Excerpts of CEP Collective Agreement (MITV)	105
H	Exhibit H: Excerpts of CEP Collective Agreement (CHCH)	120
I	Exhibit I: Excerpts of CEP Collective Agreement (CHEK)	128
J	Exhibit J: Excerpts of CEP Collective Agreement (CFSK).....	129
K	Exhibit K: Excerpts of CEP Collective Agreement (Halifax).....	134
9.	Initial Order of the Honourable Justice Pepall, dated October 6, 2009	136
10.	Affidavit of Gail Misra, sworn October 21, 2009	169
12.	Proposed Order submitted to the Honourable Justice Pepall ("CEP Proposed Order")	173

TAB 1

COURT OF APPEAL FOR ONTARIO

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

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

COURT OF APPEAL FOR ONTARIO
FILED / DÉPOSÉ

APPLICANTS

NOV 16 2009

REGISTRAR / GREFFIER
COUR D'APPEL DE L'ONTARIO

NOTICE OF MOTION

Communications, Energy and Paperworkers Union of Canada (the "CEP") will make a motion which will be heard by the court in writing 36 days after service of the CEP's motion record, factum and transcripts, if any, or on the filing of the CEP's reply factum, if any, whichever is earlier.

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

THE MOTION IS FOR:

1. An Order granting leave to appeal the Order and endorsement of the Honourable Justice Pepall dated October 27, 2009 and the Order of the Honourable Justice Pepall dated November 4, 2009.
2. Costs of this motion; and
3. Such further and other relief as this Honourable Court considers just.

THE GROUNDS FOR THE MOTION ARE:

1. On October 6, 2009 Canwest Global Communications Corp. and certain of its subsidiaries listed in Schedule "A" (collectively, the "Applicants") were granted protection from their creditors under the *Companies' Creditors Arrangement Act* ("CCAA"). The Initial Order also granted relief in respect of certain affiliated partnerships of the Applicants (the "Partnerships", and together with the Applicants, the "CMI Entities").
2. The CEP is the certified bargaining agent for approximately 1000 active employees employed by CMI Entities in Vancouver (BCTV), Kelowna (CHBC), Edmonton (CITV), Calgary (CICT), Lethbridge (CISA), Saskatoon (STV), Winnipeg (CKND), Toronto and Ottawa (Global Ontario) and Halifax and New Brunswick (Global Maritimes) (collectively, the CEP's "Current Members").
3. The CEP has negotiated eleven (11) collective agreement with the CMI Entities, all of which are nominally expired (the "Collective Agreements").
4. The terms and conditions of the Collective Agreements have a direct impact on the post-employment and post-retirement benefit entitlements of the CEP's former members and current retirees of the CMI Entities (the CEP's "Former Members").
5. The CMI Entities sponsor eleven defined benefit plans ("DB Plans") and four (4) defined contribution plans ("DC Plans"). The DB Plans have a combined windup deficiency of \$32,824,126 with current service costs of \$5,147,181.00 and annual special payments of \$4,983,348.00. The active DB Plans have approximately 1,237 active members, approximately 121 pensioners and 313 deferred vested and other members, the vast majority of which are the CEP's Current and Former Members.

6. The CMI Entities also provide post-employment and post-retirement benefits to the CEP's Former Members, including health, dental and term life insurance benefits.
7. Immediately after the issuance of the Initial Order, the CMI Entities ceased making payments to approximately thirty (30) of the CEP's Former Members that were in receipt of salary continuance. Further, upon the issuance of the Initial Order, the CMI Entities refused to continue a number of important legal proceedings, including grievance arbitration proceedings and proceedings before the Canada Industrial Relations Board pertaining to the configuration of the CEP's bargaining units. The CEP also has a substantial number of outstanding grievances against the CMI Entities that have been stayed by the Initial Order.
8. The Initial Order may necessitate filing a large number of diverse and complex claims on behalf of the CEP's Current and Former Members. The CCAA proceedings also require the CEP to undertake a communication campaign to ensure that its vulnerable Current and Former Members remain informed of the proceedings and have their interests effectively protected.
9. The economic crisis has caused a substantial reduction in the membership levels of the CEP. Moreover, the CEP has incurred significant costs associated with representing its vulnerable Current and Former Members in legal proceedings under the CCAA.
10. The CEP is under no legal obligation to represent its Former Members generally and specifically has no such obligations in respect of the CMI Entities' CCAA proceedings.
11. On October 27, 2009 the CEP brought a motion before the Honourable Justice Pepall in which it sought, *inter alia*, an Order appointing the CEP as representative and CaleyWray as representative counsel of the Current and Former Members in the CMI Entities' CCAA proceedings, an Order for funding/interim costs in respect to that that representation and a security or

charge against the property of the CMI Entities pursuant to section 11.52 of the CCAA. 4

12. On the same day, the CMI Entities brought a motion in which it sought the appointment of David Cremasco, Rose Tricker and Lawrence Schnurr as representatives (the "Representatives") and Cavalluzzo Hayes Shilton McIntyre & Cornish LLP ("Cavalluzzo") as representative counsel to the retirees of the CMI Entities, excluding the CEP's Former Members (the "Cavalluzzo Order"). The motion brought by the CMI Entities also sought funding/interim costs.
13. On October 27, 2009, the Honourable Justice Pepall issued an endorsement, *inter alia*, authorizing the CEP to represent its Current and Former Members but denied the CEP's request for funding/interim costs and a security or charge against the property of the CMI Entities. The motion brought by the CMI Entities was granted in its entirety, including relief in respect to funding.
14. On November 4, 2009 counsel to the CEP, the CMI Entities, the Monitor and the Bondholders attended before the Honourable Justice Pepall to resolve disputes over the form and content of the CEP's representation Order. After hearing the parties the submissions, Pepall J. Ordered that the CEP be granted an Order that was materially different than the Cavalluzzo Order. The differences include, *inter alia*, the following:
 - (i) The Representatives and Cavalluzzo were "appointed" whereas the CEP and CeleyWray were "authorized";
 - (ii) The Cavalluzzo Order includes a direction that the CMI Entities shall provide to Cavalluzzo the contact information of those it represents, as well as documents and data as are relevant to issues affecting the retirees it represents. The CEP Order contains a direction that the CMI Entities shall "use their best efforts" to provide the CEP or CaleyWray with the contact information of the Current and Former Members. The CEP's request for documents and data, identical to

that which was granted in the Cavalluzzo Order, was refused on the basis that such was not properly the "subject matter of a court Order";

- (iii) The Cavalluzzo Order provides that all reasonable legal, actuarial and financial expert and advisory fees and other incidental fees and disbursements incurred by the Representatives and Cavalluzzo shall be paid by the CMI Entities. The CEP's request for funding was denied;
 - (iv) The Cavalluzzo Order provides that the Representatives and Cavalluzzo may take any steps necessary to carry out the terms of the Order. No such provision is found in the CEP's Order;
 - (v) The Cavalluzzo Order includes a limitation of liability for both the Representatives and Cavalluzzo. No such provision is found in the CEP's Order; and
 - (vi) The Cavalluzzo Order permits Cavalluzzo to seek the advice and direction of the Court. No such authority is found in the CEP's Order.
15. The Orders and endorsement issued by the Honourable Justice Pepall dated October 27, 2009 and November 4, 2009 draw distinctions without legal foundation including, without limitation, authorizing the CEP to act as representative of its Current and Former Members and CaleyWray as representative counsel but denying its request for funding/interim costs and a security or charge against the property of the CMI Entities, and raise serious issues in respect of insolvency proceedings generally and the within CMI Entities' CCAA proceeding specifically:
- (i) What are the appropriate factors to consider and apply in the exercise of judicial discretion pursuant to section 131(1) of the

Courts of Justice Act to award funding/interim costs in respect to the representation of individual creditors of a debtor company in a CCAA proceeding that are represented by a single representative pursuant to Rule 10 of the *Rules of Civil Procedure*?

- (ii) Was it appropriate for the Honourable Justice Pepall to draw distinctions between the Cavalluzzo and CEP Orders including, without limitation, granting funding/interim costs in the Cavalluzzo Order but denying the CEP's request for same?
 - (iii) Was section 11.52 of the CCAA appropriately considered and applied in the circumstances? And
 - (iv) Did the Honourable Justice Pepall commit an error in her findings of fact?
16. These are issues of significance to insolvency practice generally in Ontario, and are of particular significance to the proceeding itself.
 17. The Honourable Justice Pepall failed to consider and apply the appropriate factors in the exercise of her discretion to grant funding/interim costs pursuant to section 131(1) of the *Court of Justice Act*.
 18. There is no legal or principled basis to draw distinctions between the Orders issued to Cavalluzzo and CEP, including, without limitation, "authorizing", rather than "appointing", the CEP to act as representative and CaleyWray as representative counsel. The CEP and CaleyWray should be "appointed" in the same fashion as the Representatives and Cavalluzzo were "appointed".
 19. There is no legal or principled basis to authorize the CEP to act as representative and CaleyWray as representative counsel of its Current and Former Members but deny funding/interim costs in respect to that representation. The request for funding/interim costs requested by the CEP should have been granted in the

same fashion as the request for same was granted to the Representatives and Cavalluzzo.

7

20. The Honourable Justice Pepall failed to consider and apply section 11.52 of the CCAA in respect of the CEP's request for a security or charge against the property of the CMI Entities. A proper consideration and application of section 11.52 of the CCAA to the facts would have resulted in the CEP's request for a security or charge against the property of the CMI Entities being granted.
21. The Honourable Justice Pepall made findings of facts based on materials that were not part of the Motion Record at issue.
22. The appeal is therefore *prima facie* meritorious.
23. The appeal will not unduly hinder the progress of the proceeding. The CMI Entities' restructuring is continuing, and an appeal of Pepall J.'s order can proceed in tandem with it. An appeal will not in any way interfere with the ongoing restructuring.
24. The CEP relies on sections 11, 11.52 and 14 of the CCAA, Rule 61.03.1 of the *Rules of Civil Procedure* and section 131(1) of the *Court of Justice Act*.
25. The CEP relies on such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be read in support of this motion:

1. Relevant excerpts from the record before Pepall J.;
2. Such further and other material as counsel may advise and this Honourable Court permit.

November 11, 2009

8

CaleyWray

Labour/Employment Lawyers
1600 - 65 Queen Street West
Toronto, Ontario M5H 2M5

Douglas J. Wray (18023C)

Email: wrayd@caleywrap.com

Tel: 416-775-4673

Fax: 416-366-3763

Jesse Kugler (52532R)

Email: kuglerj@caleywrap.com

Tel : 416-775-4677

Fax: 416-366-3293

Lawyers for Communications, Energy
and Paperworkers Union of Canada

TO: SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

Applicants

SERVICE LIST

(Updated as of November 4, 2009)

FIRM	SOLICITORS
FTI CONSULTING CANADA INC. TD Canada Trust Tower 161 Bay Street, 27th Floor Toronto, ON M5J 2S1 Fax: (416) 572-2201 Court-appointed Monitor	Paul Bishop Tel: (416) 572-2208 Email: paul.bishop@fticonsulting.com Greg Watson Tel: (416) 572-2236 Email: greg.watson@fticonsulting.com Jeffrey Rosenberg Tel: (416) 572-2321 Email: jeffrey.rosenberg@fticonsulting.com
STIKEMAN ELLIOTT LLP 5300 Commerce Court West 199 Bay Street Toronto, Ontario M5L 1B9 Fax: (416) 947-0866 Lawyers for the Court-appointed Monitor	David R. Byers Tel: (416) 869-5697 Email: dbyers@stikeman.com Daphne MacKenzie Tel: (416) 869-5695 Email: dmackenzie@stikeman.com Ashley J. Taylor Tel: (416) 869-5236 Email: ataylor@stikeman.com Maria Konyukhova Tel: (416) 869-5230 Email: mkonyukhova@stikeman.com Jennifer Imrie Tel: (416) 869-6853

FIRM	SOLICITORS
<p>OSLER, HOSKIN & HARCOURT LLP 100 King Street West 1 First Canadian Place Suite 6100, P.O. Box 50 Toronto, ON M5X 1B8 Fax: (416) 862-6666</p> <p>Lawyers for the Applicants</p>	<p>Email: jimrie@stikeman.com</p> <p>Lyndon A.J. Barnes Tel: (416) 862-6679 Email: lbarnes@osler.com</p> <p>Edward A. Sellers Tel: (416) 862-5959 Email: esellers@osler.com</p> <p>Tracy C. Sandler Tel: (416) 862-5890 Email: tsandler@osler.com</p> <p>Jeremy E. Dacks Tel: (416) 862-4923 Email: jdacks@osler.com</p> <p>Shawn Irving Tel: (416) 862-4733 Email: sirving@osler.com</p> <p>Duncan Ault Tel: (416) 862-4210 Email: dault@osler.com</p>
<p>GOODMANS LLP 250 Yonge Street Suite 2400 Toronto, ON M5B 2M6 Fax: (416) 979-1234</p> <p>Lawyers for Ad Hoc Committee of 8% Senior Subordinated Noteholders</p>	<p>Benjamin Zarnett Tel: (416) 597-4204 Email: bzarnett@goodmans.ca</p> <p>Robert J. Chadwick Tel: (416) 597-4285 Email: rchadwick@goodmans.ca</p> <p>Logan Willis Tel: (416) 597-6299 Email: lwillis@goodmans.ca</p>
<p>BLAKE, CASSELS & GRAYDON LLP 199 Bay Street, Suite 2800 Commerce Court West Toronto, ON M5L 1A9 Fax: (416) 863-2653</p> <p>Lawyers for CIT Business Credit Canada Inc.</p>	<p>Michael R. Harquail Tel: (416) 863-2929 Email: michael.harquail@blakes.com</p> <p>Steven J. Weisz Tel: (416) 863-2616 Email: steven.weisz@blakes.com</p>

FIRM	SOLICITORS
<p>CIT BUSINESS CREDIT CANADA INC. 207 Queens Quay West Suite 700 Toronto, Ontario M5J 1A7</p> <p>Fax: (416) 507-5100</p>	<p>Dennis McCluskey Tel: (416) 507-5216 Email: dennis.mccluskey@cit.com</p> <p>Donald Rogers Tel: (416) 507-5056 Email: donald.rogers@cit.com</p>
<p>LENCZNER SLAGHT LLP 130 Adelaide Street West Suite 2600 Toronto, ON M5H 3P5</p> <p>Fax: (416) 865-9010</p> <p>Lawyers for the Management Directors and RBC Capital Markets</p>	<p>Peter Griffin Tel: (416) 865-2921 Email: pgriffin@litigate.com</p> <p>Peter J. Osborne Tel: (416) 865-3094 Email: posborne@litigate.com</p>
<p>OGILVY RENAULT LLP Royal Bank Plaza, South Tower Suite 3800, P.O. Box 84 200 Bay Street Toronto, ON M5J 2Z4</p> <p>Fax: (416) 216-3930</p> <p>Lawyers for the Special Committee</p>	<p>Mario J. Forte Tel: (416) 216-4870 Email: mforte@ogilvyrenault.com</p> <p>Alan Merskey Tel: (416) 216-4805 Email: amerskey@ogilvyrenault.com</p>
<p>AIRD & BERLIS LLP Brookfield Place Suite 1800, 181 Bay Street Toronto, ON M5J 2T9</p> <p>Fax: (416) 863-1515</p> <p>Lawyers for Twentieth Century Fox/Incendo Television Distribution Inc. as agent for Twentieth Century Fox Film Corporation, c.o.b in Canada as Twentieth Century Fox Television Canada</p>	<p>Harry Fogul Tel: (416) 865-7773 Email: hfogul@airdberlis.com</p>

FIRM	SOLICITORS
<p>FASKEN MARTINEAU DUMOULIN LLP 66 Wellington Street West Suite 4200, Toronto Dominion Bank Tower Box 20, Toronto-Dominion Centre Toronto ON, M5K 1N6</p> <p>Fax: (416) 364-7813</p> <p>Lawyers for the certain members of the Asper family</p>	<p>Jonathan A. Levin Tel: (416) 865-4401 Email: jlevin@fasken.com</p> <p>Edmond F.B. Lamek Tel: (416) 865-4506 Email: elamek@fasken.com</p>
<p>HEENAN BLAIKIE LLP Suite 2900, 333 Bay Street Bay Adelaide Centre P.O. Box 2900 Toronto, ON M5H 2T4</p> <p>Lawyers for CBS International Television Canada, a Division of CBS Canada Holdings Co.</p>	<p>Kenneth D. Kraft Tel: (416) 643-6822 Fax: (416) 360-8425 Email: kkraft@heenan.ca</p>
<p>MCCARTHY TÉTRAULT LLP 66 Wellington Street West Suite 5300, TD Bank Tower Toronto Dominion Centre Toronto, ON M5K 1E6</p> <p>Fax: (416) 868-0673</p> <p>Lawyers for Goldman Sachs Capital Partners</p>	<p>Kevin P. McElcheran Tel: (416) 601-7730 Email: kmcelcheran@mccarthy.ca</p>
<p>MCMILLAN LLP Brookfield Place, Suite 4400 Bay Wellington Tower 181 Bay Street Toronto, ON M5J 2T3</p> <p>Lawyers for the Bank of Nova Scotia in its capacity as cash management services provider to the Applicants</p>	<p>Andrew J.F. Kent Tel: (416) 865-7160 Fax: (647) 722-6715 Email: andrew.kent@mcmillan.ca</p> <p>Hilary E. Clarke Tel: (416) 865-7286 Fax: (416) 865-7048 Email: hilary.clarke@mcmillan.ca</p>

FIRM	SOLICITORS
<p>BRACEWELL & GIULIANI LLP 1177 Avenue of the Americas 19th Floor New York NY 10036-2714 United States of America</p> <p>Goodwin Square 225 Asylum Street Suite 2600 Hartford CT 06103 United States of America</p> <p>U.S. Lawyers for the Monitor FTI Consulting Canada Inc.</p>	<p>Jennifer Feldsher Tel: (212) 508-6137 Fax: (212) 938-3837 Email: jennifer.feldsher@bgllp.com</p> <p>Ilia M. O'Hearn Tel: (860)256-8536 Fax: (860) 760-6664 Email: ilia.ohearn@bgllp.com</p>
<p>STONECREST CAPITAL INC. Suite 3130, Royal Trust Tower 77 King Street West P.O. Box 33, TD Centre Toronto ON M5K 1B7</p> <p>Fax: (416) 364-7275</p> <p>Chief Restructuring Advisor for the Applicants</p>	<p>Harold S. (Hap) Stephen Tel: (416) 364-0228 Email: hstephen@stonecrestcapital.com</p>
<p>RBC CAPITAL MARKETS Royal Bank Plaza, South Tower 4th Floor, 200 Bay Street, P.O. Box 50 Toronto, ON M5J 2W7</p> <p>Fax: (416) 842-7700</p>	<p>Peter L. Buzzi Tel: (416) 842-7687 Email: peter.buzzi@rbccm.com</p> <p>Richard M. Grudzinski Tel: (416) 842-5676 Email: richard.grudzinski@rbccm.com</p>
<p>CAVALLUZZO HAYES SHILTON MCINTYRE & CORNISH LLP 474 Bathurst Street, Suite 300 Toronto, Ontario M5T 2S6</p> <p>Fax: (416) 964-5895</p> <p>Lawyers for the CHCH Retirees</p>	<p>Hugh O'Reilly Tel: (416) 964-5514 Email: horeilly@cavalluzzo.com</p> <p>Amanda Darrach Tel: (416) 964-5511 Email: adarrach@cavalluzzo.com</p>
<p>LAX O'SULLIVAN SCOTT LLP 145 King Street West, Suite 1920 Toronto, Ontario M5H 1J8</p> <p>Fax: (416) 598-3730</p> <p>Lawyers for CRS Inc.</p>	<p>Terrence O'Sullivan Tel: (416) 598-3556 Email: tosullivan@counsel-toronto.com</p> <p>Shaun Laubman Tel: (416) 360-8481 Email: slaubman@counsel-toronto.com</p>

FIRM	SOLICITORS
<p>OFFICE OF THE SUPERINTENDENT OF FINANCIAL INSTITUTIONS Department of Justice Canada 255 Albert Street, 12th Floor Ottawa, Ontario K1V 6N5</p> <p>Fax: (613) 952-5031</p>	<p>Carol Taraschuk Tel: (613) 990-7496 Email: carol.taraschuk@osfi-bsif.gc.ca</p>
<p>CHAITONS LLP 185 Sheppard Avenue West Toronto, Ontario M2N 1M9</p> <p>Fax: (416) 218-1849</p> <p>Lawyers for E! Entertainment Television Inc.</p>	<p>Harvey Chaiton Tel: (416) 218-1129 Email: harvey@chaitons.com</p>
<p>BLAKE, CASSELS & GRAYDON LLP 199 Bay Street, Suite 2800 Commerce Court West Toronto, ON M5L 1A9</p> <p>Fax: (416) 863-2653</p> <p>CHAPMAN AND CUTLER LLP 111 West Monroe Street Chicago, IL 60603</p> <p>Fax: (312) 701-2361</p> <p>Lawyers for General Electric Capital Corporation (as Administrative Agent) and GE Canada Finance Holding Company (as Administrative and Collateral Agent)</p>	<p>Pamela L.J. Huff Tel: (416) 863-2958 Email: pamela.huff@blakes.com</p> <p>Michelle Laniel Tel: (416) 863-2443 Email: michelle.laniel@blakes.com</p> <p>Marie C. Oldham Tel: (312) 845-2967 Email: oldham@chapman.com</p>
<p>CALEYWRAY Labour/Employment Lawyers 1600-65 Queen Street West Toronto, Ontario M5H 2M5</p> <p>Fax: (416) 366-3293</p> <p>Lawyers for the Communications, Energy and Paperworkers Union of Canada</p>	<p>Douglas J. Wray Tel: (416) 775-4673 Email: wrayd@caleywray.com</p> <p>Jesse Kugler Tel: (416) 775-4677 Email: kuglerj@caleywray.com</p>

FIRM	SOLICITORS
<p>DEPARTMENT OF JUSTICE ONTARIO REGIONAL OFFICE The Exchange Tower 130 King Street West Suite 3400, Box 36 Toronto, Ontario M5X 1K6</p> <p>Fax: (416) 973-0809</p> <p>Lawyers for the Attorney General of Canada</p>	<p>Jacqueline Dais-Visca Tel: (416) 952-6010 Email: jacqueline.dais-visca@justice.gc.ca</p> <p>Diane Winters Tel: (416) 973-3172 Email: diane.winters@justice.gc.ca</p> <p>Christopher Lee Tel: (416) 954-8247 Email: christopher.lee@justice.gc.ca</p>
<p>FINANCIAL SERVICES COMMISSION OF ONTARIO, PENSION DIVISION 5160 Yonge Street P.O. Box. 85, 4th Floor Toronto, Ontario M2N 6L9</p> <p>Fax: (416) 590-7070</p>	<p>Deborah McPhail, Senior Counsel Tel: (416) 226-7764 Email: deborah.mcphail@fsco.gov.on.ca</p>
<p>CHAITONS LLP 185 Sheppard Avenue West Toronto, Ontario M2N 1M9</p> <p>Fax: (416) 218-1849</p> <p>Lawyers for Alfred Haber Distribution, Inc. and affiliates</p>	<p>Harvey Chaiton Tel: (416) 218-1129 Email: harvey@chaitons.com</p>
<p>THORNTONGROUTFINNIGAN LLP 100 Wellington Street West Suite 3200 Toronto, Ontario M5K 1K7</p> <p>Fax: (416) 304-1313</p> <p>Lawyers for NBC Universal Television Distribution</p>	<p>Robert I. Thornton Tel: (416) 304-0560 Email: rthornton@tgf.ca</p> <p>Kyla E.M. Mahar Tel: (416) 304-0594 Email: kmahar@tgf.ca</p> <p>Danny Nunes Tel: (416) 304-0592 Email: dnunes@tgf.ca</p>

FIRM	SOLICITORS
<p>LANG MICHENER LLP Brookfield Place 181 Bay Street, Suite 2500 Toronto, Ontario M5J 2T7</p> <p>Fax: (416) 365-1719</p> <p>Lawyers for Columbia Tristar Media Group of Canada</p>	<p>Sheryl E. Seigel Tel: (416) 307-4063 Email: sseigel@langmichener.ca</p>
<p>SONY PICTURES Corporate Distribution, Legal Affairs 10202 West Washington Boulevard Culver City, California 90232-3195</p> <p>Fax: (310) 244-5774</p> <p>Lawyers for Sony Pictures Television</p>	<p>Cynthia Pinkos Tel: (310) 244-6472 Email: cynthia_pinkos@spe.sony.com</p>
<p>MCCAGUE, PEACOCK, BORLACK, MCINNIS & LLOYD LLP The Exchange Tower Suite 2700, P.O. Box 136 130 King Street West, Toronto M5X 1C7</p> <p>Fax: (416) 860-0003</p> <p>Lawyers for Adelt Mechanical Works Ltd.</p>	<p>Stephen Barbier Tel: (416) 860-5243 Email: sbarbier@mwpb.com</p>
<p>HEENAN BLAIKIE Bay Adelaide Centre 333 Bay Street, Suite 2900 P.O. Box 2900 Toronto, Ontario M5H 2T4</p> <p>Fax: (416) 360-8425</p> <p>Lawyers for The Dalton Company Ltd.</p>	<p>Howard Krupat Tel: (416) 643-6969 Email: hkrupat@heenan.ca</p>
<p>THORNTONGROUTFINNIGAN LLP 100 Wellington Street West Suite 3200 Toronto, Ontario M5K 1K7</p> <p>Fax: (416) 304-1313</p> <p>Lawyers for the National Academy of Recording Arts & Sciences, Inc.</p>	<p>Leanne M. Williams Tel: (416) 304-0060 Email: lwilliams@tgf.ca</p>

FIRM	SOLICITORS
<p>LAWSON LUNDELL LLP Suite 1600, Cathedral Place 925 West Georgia Street Vancouver, British Columbia V6C 3L2</p> <p>Fax: (604) 694-1957</p> <p>Lawyers for A&E Television Networks</p>	<p>Heather M.B. Ferris Tel: (604) 631-9145 Email: hferris@lawsonlundell.com</p>

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, et. at.

Applicants

M36188

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

COURT OF APPEAL FOR ONTARIO

Proceedings Commenced in Toronto

NOTICE OF MOTION

CaleyWray

Labour/Employment Lawyers
1600 - 65 Queen Street West
Toronto, Ontario M5H 2M5

Douglas J. Wray (LSUC #18023C)

Tel: 416-775-4673

Fax: 416-366-3293

wrayd@caleywrap.com

Jesse Kugler (LSUC #55269V)

Tel: 416-775-4677

Fax: 416-366-3293

kuglerj@caleywrap.com

Lawyers for the Communications, Energy
and Paperworkers Union of Canada

TAB 2

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

.)

TUESDAY, THE 27TH DAY

MADAM JUSTICE PEPALL

)

OF OCTOBER, 2009

)



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

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

Applicants

ORDER

THIS MOTION, made by the Communications, Energy and Paperworkers Union of Canada (the "Union") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Records of the Union and on hearing submissions of counsel for the Union, the Applicants, FTI Consulting Canada Inc. in its capacity as Court-appointed monitor of the CMI Entities, and other parties:

1. **THIS COURT ORDERS**, if necessary, that time for service of the notice of motion and the motion record is hereby abridged and service of the motion record by the Union is validated, such that this motion is properly returnable on October 27, 2009.

2. **THIS COURT ORDERS** that to the extent, if any, that it is necessary to do so, the Union is hereby authorized to represent current and former members of the Union ("Current and Former Members"), including pensioners, employed or formerly employed by the Applicants or Partnerships listed in Schedule "B" to the Initial Order (collectively, the "CMI Entities"), other than CH Retirees, in the proceedings under the Companies' Creditors Arrangement Act ("CCAA"), including without limitation, for the purpose of advancing, settling or compromising claims by the Current and Former Members in this CCAA proceeding. For these purposes, CH Retirees means former members of the Union who are members or former members of the Global Communications Limited Retirement Plan for CH Employees
3. **THIS COURT ORDERS** similarly that CaleyWray is hereby authorized to act as counsel for the Union and its Current and Former Members in the CCAA proceedings.
4. **THIS COURT ORDERS** that the CMI Entities shall use their best efforts, subject to the Union executing a confidentiality agreement, to provide to the Union or its counsel, without charge, the following information, only to be used for the purposes of this CCAA proceeding:
 - (a) The names, last known addresses and last known email addresses (if any) of all of the Union's Current and Former Members.
5. **THIS COURT ORDERS** that notice of the granting of this Order may be provided to the Current and Former Members in such form and under such terms and conditions as deemed appropriate by the Union and its counsel.
6. **THIS COURT ORDERS** that any individual Former Member who does not wish to be represented by the Union or CaleyWray pursuant to the terms of this Order or all other related Orders which may subsequently be made in this CCAA

proceeding concerning the Current or Former Members or relating to the authorization of the Union and/or CaleyWray shall, within 30 days of receiving notice of this Order, notify the Monitor, the CMI Entities and CaleyWray in writing, and shall thereafter represent themselves as an independent individual party to these proceedings.



Christina Irwin
Registrar, Superior Court of Justice

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

NOV 05 2009

PER / PAR: 

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, et. al.
Applicant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

ORDER

CaleyWray
Labour/Employment Lawyers
1600 - 65 Queen Street West
Toronto, Ontario M5H 2M5

Douglas J. Wray (LSUC #18023C)
Tel: 416- 775-4673
Fax: 416-366-3293
wrayd@caleywrays.com

Jesse Kugler (LSUC #55269V)
Tel: 416-775-4677
Fax: 416-366-3293
kuglerj@caleywrays.com

Lawyers for the Communications, Energy
and Paperworkers Union of Canada

TAB 3

COURT FILE NO.: CV-09-8396-OOCL
DATE: 20091027

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,

R.S.C. 1985, C-36. AS AMENDED

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

BEFORE: PEPALL J.

COUNSEL: *Lyndon Barnes and Shawn Irving* for the Applicants
Alan Merskey for the Special Committee of the Board of Directors
David Byers and Maria Konyukhova for the Monitor, FTI Consulting Canada Inc.
Benjamin Zarnett for the Ad Hoc Committee of Notcholders
Hilary Clarke for Bank of Nova Scotia,
Steve Weisz for CIT Business Credit Canada Inc.
Hugh O'Reilly and Amanda Darrach for the CHCH Retirees
Douglas Wray and Jesse Kugler for Communications, Energy and Paperworkers
Union of Canada
Deborah McPhail for FSCO

Endorsement

Relief Requested

- [1] The CMI Entities seek an order appointing David Cremasco, Rose Stricker and Lawrence Schnurr as representatives of certain retirees ("Retirees"). The Retirees are all former employees of the CMI Entities (or their predecessors) or their surviving spouses who receive or are entitled to receive a pension from a pension plan sponsored by a CMI Entity or who, prior to October 6, 2009, were entitled to receive non-pension benefits from a CMI Entity. The proposed order would encompass former members of the Communications, Energy and Paper-workers Union of Canada ("CEP") who are entitled to benefits under the Global Communications Limited Retirement Plan for CH Employees (the "CH Employees Plan") but not otherwise. They are referred to as the CH Employees. Put differently, the proposed representatives do not plan to represent former

- 2 -

unionized employees (or their surviving spouses) who were represented by CEP when they were active employees other than those who were entitled to benefits under the CH Employees Plan, namely the CH Employees. The CMI Entities also request an order appointing the law firm of Cavalluzzo Hayes Shilton McIntyre & Cornish LLP as representative counsel for the Retirees. It is proposed that the CMI Entities provide funding for this representation.

- [2] The CEP seeks an order appointing it and the law firm of CaleyWray to represent current and former members of the CEP who are employed or who were formerly employed by the CMI Entities¹ but not including the aforementioned CH Employees. It also requests funding by the CMI Entities and a charge over their property for this representation. It further requests that the claims bar date established in my order of October 14, 2009 be extended from November 19, 2009.

Brief Outline of Facts

- [3] Since the date of the Initial Order, the CMI Entities have paid and intend to continue to pay: (a) salaries, commissions, bonuses and outstanding employee expenses;

(b) current service and special payments with respect to the active defined benefit pension plans; and

(c) post-employment and post-retirement benefit payments to former employees who were represented by a union when they were employed by the CMI Entities.

- [4] That said, certain former employees are affected by the CMI Entities' discontinuance or proposed discontinuance of employee related obligations and it is intended that they be assisted by the granting of the order requested by the CMI Entities. Approximately 81 former non-unionized employees have been advised that the CMI Entities propose to cease making all post-employment and post-retirement benefit payments in relation to claims incurred after November 13, 2009. There are also 2 out of 15 beneficiaries of the Canwest Global Communications Corp. and Related Companies Retirement

¹ In its materials, CEP uses the term "Applicants" but for consistency, I have used the term "CMI Entities".

- 3 -

Compensation Arrangement Plan who will not have received the entire present value of their entitlement under that plan.

- [5] In addition, the CMI Entities purported to terminate the CH Employees Plan when they sold CHCH TV effective August 31, 2009. 120 former employees or spouses received a pension or were entitled to receive a deferred vested pension under this plan. OSFI has directed CMI to prepare without delay a valuation report for the CH Employees Plan effective as of December 31, 2008 to establish additional amounts to accrue from January 1, 2009 which may need to be funded through special payments. The CMI Entities anticipate that the valuation will identify an unfunded liability. Currently, special payments are not contemplated in the cash flow projections for that unfunded liability and a shortfall is anticipated to exist on the filing of the termination report for the plan.
- [6] Some former employees of CHCH TV have established a committee representing union and non-unionized former employees. Committee members include the proposed representatives. Rose Stricker is a non-unionized deferred vested member of the CH Plan. David Cremasco is a formerly unionized retiree with entitlement to post-retirement benefits and Lawrence Schnurr is a formerly salaried employee with entitlement to post-retirement benefits. If appointed, they will seek to form a broader committee with a member from each of the major population centres in which the Retirees reside and with at least one additional formerly unionized member.
- [7] Cavalluzzo LLP acts for about 100 retired participants in the CH Employees Plan, 30 to 40 of whom were not previously represented by a union and 60 to 70 of whom were. Other than those 100, most other Retirees are not represented by counsel in this CCAA proceeding.
- [8] The CMI Entities request that Cavalluzzo LLP be appointed as representative counsel to assist the Retirees.
- [9] CEP represents 1000 bargaining unit employees employed by the Applicants. It intends to facilitate and advance the claims of both its current members and its former members (but not including the CH Employees). CEP states that as a result of the current economic crisis, it has had to incur significant costs in representing its current and former

members in CCAA proceedings. This is particularly so given the union's strong presence in the forestry and media industries and the degree to which they have been impacted by the state of the economy. CEP states that the costs have been substantial and have adversely affected its financial position. CEP states that its ability to provide effective representation in these proceedings is dependent on receipt of funding. In the past 6 months, CEP has spent about \$250,000 on legal costs in connection with different CCAA proceedings. Furthermore, former members do not pay union dues and their representation, although part of the union's internal mandate, creates costs that are outside CEP's cost structure. In addition, over the past 12 months, CEP has lost approximately 12,000 members due to economic conditions. This obviously has a negative impact on union revenues. Faced with these conditions, CEP seeks funding.

[10] CEP requests that CaleyWray be appointed as representative counsel. It also requests a charge or security over the property of the CMI Entities to cover the costs of CEP and its counsel although it did not press this point on learning that no such charge is proposed for the Cavaluzzo representation order.

[11] Lastly, CEP requests that the claims bar date be extended to provide it with additional time to identify, value and process claims.

Issues

[12] The issues to consider are:

(a) Should the representatives and Cavalluzzo LLP be appointed to represent the interests of the Retirees and should Cavalluzzo LLP be provided with funding for such representation?

(b) Should CEP and Caley Wray be appointed on behalf of CEP's current and former members (not including the CH Employees) and provided with funding and a charge over the property of the CMI Entities for such representation?

(c) Should the claims bar date be extended as requested by CEP?

Discussion(a) Cavalluzzo LLP

- [13] No one opposes the motion of the CMI Entities. The Monitor and the Ad Hoc Committee of 8% Noteholders support the request and others are unopposed to the relief requested. CIT has agreed to a variation of the cash flow in this regard as well.
- [14] Dealing firstly with the representation component of the order, in my view, the order requested should be granted. I have jurisdiction under Rule 10 of the Rules of Civil Procedure and section 11 of the CCAA. The balance of convenience favours the granting of the order and it is in the interests of justice to do so. The Retirees are a particularly vulnerable group and without professional and legal resources, they are likely at risk of being unable to understand and protect their interests in the restructuring. Clearly there is a social benefit associated with them being represented. The appointment of a single representative counsel will facilitate the administration of the proceedings and provide for efficiency. Cavalluzzo LLP is experienced in this area, has a considerable reputation, and is fully qualified to act.
- [15] As for funding, the CMI Entities propose that, subject to fee arrangements agreed to by the CMI Entities and Cavalluzzo LLP, reasonable legal, actuarial and financial expert and advisory fees and other incidental fees and disbursements be paid by the CMI Entities on a monthly basis. Funding for such representation should be provided by the CMI Entities. I am satisfied that the moving parties have established that such an order is beneficial. I accept the evidence before me to the effect that most individual Retirees likely do not have the means to obtain actuarial and/or benefit experts and would benefit from the assistance offered by representative counsel and its pension expert. Absent such an order, there would likely be a multiplicity of lawyers acting for various Retirees, stress and inconvenience for those who could ill afford such representation, no representation for some, and the disorganization and inefficiency associated with multiple representation

- 6 -

of substantially similar interests. A single counsel diminishes the likelihood of “overlawyering” and funding of such representation is a recognition of that desirable objective. It is fair and just to grant such an order.

(b) CEP and CaleyWray

[16] CEP requests a separate representation order for all current and former CEP members other than the CH Employees and an order that CaleyWray be appointed as representative counsel funded by the CMI Entities.

[17] Again, there is no issue that CaleyWray is experienced and well equipped to act for these individuals. Similarly, the union may appropriately represent its members and former members.

[18] CEP intends to facilitate and advance the interests of both its members and former members. It is of the view that it has no conflict of interest as all of the aforementioned may ultimately have unsecured claims. It clearly already represents its current members and plans to represent its former members. In that sense, they are not vulnerable. I do not see the need for a representation order particularly with respect to current members. To the extent, if any, that it is necessary to do so, and given that no one opposes the request, it and CaleyWray are authorized to represent CEP’s current and former members (but not including the CH Employees).

[19] As for funding, as I indicated in the *Fraser Papers* case, it should only be provided for the benefit of those former employees who otherwise would have no legal representation. Here, CEP intends to represent its current and former members (except for the CH Employees). But for this desire and subject to the agreement of Cavalluzzo LLP to act, there is no principled reason for separate representation. It arises by choice not out of necessity. Furthermore, this is an insolvency. Absent a clear and compelling reason such as the existence of an obvious conflict of interest, the general rule should be that funding by applicant debtors should only be available for one representative counsel. Even if one disagrees with that proposition, in this case, the CMI Entities have paid and intend to continue to pay, amongst other things, salaries, current service and special payments with respect to the defined benefit pension plans and post-employment and post-retirement

benefit payments. Based on the materials before me, there are approximately 9 CEP members who were recently terminated and who have been advised that they will no longer receive salary continuance. In essence, the evidentiary support that might merit a funding request is absent. As noted in the factum of the CMI Entities, if they should change their position with respect to employee related obligations, the need for funding could be addressed at that time. I am also not persuaded that funding should be granted to pay for CEP's costs for outstanding grievance. No one else including the Monitor supports the requested order and I do not believe that it should be granted.


- [20] As mentioned, no charge is being requested or granted with respect to the Cavalluzzo representation order and none should be given here. In addition, the Term Sheet as described in the materials restricts the granting of a charge absent the agreement of others including the Ad Hoc Committee.

(c) Claims Bar Extension

- [21] The last issue to consider is whether the claims bar date contained in my order of October 14, 2009, should be extended as requested by CEP. Based on the evidence before me, I am not persuaded that such an extension is necessary at this time.

Conclusion

- [22] In conclusion, the CMI Entities' motion is granted except that the third and last sentences of paragraph 2 are to be subject to any further or other order. The CEP motion is dismissed although authorization to represent current and former members (excluding the CH Employees) is granted.


Pepall J.

On a last unrelated issue, I would like counsel to give some thought to the following suggestion. For future time sensitive motions brought by the CMI Entities, it would be helpful in situations where interested parties do not have time to file a factum if, before the return date, those opposing filed with the court a 1 to 2 page memo (maximum) outlining their respective positions. Interested parties are not obliged to do so but the court would consider this to be of assistance.

A handwritten signature in black ink, appearing to be 'S. J. P.', located in the lower right quadrant of the page.

TAB 4

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Re Canwest Global Communications Corp.
Plaintiff(s)

AND

Defendant(s)

Case Management Yes No by Judge: Ripall

Counsel	Telephone No.:	Facsimile No.:

- Order Direction for Registrar (No formal order need be taken out)
- Above action transferred to the Commercial List at Toronto (No formal order need be taken out)

- Adjourned to: _____
- Time Table approved (as follows): _____

Counsel for CIP, the Applicants, the Monitor & the bondholders attended to settle certain orders.

The changes I have made to the CIP representation order are self evident. I have deleted paragraph 4(b) as I do not believe it should be the subject matter of a court order. Its deletion does not preclude counsel from taking any action whatsoever, from making requests for documents or nor does it prohibit or require the applicants from providing same. It is expected that all parties will act reasonably in this regard.

Nov 4/09
Date

[Signature]
Judge's Signature

Additional Pages _____

**Supplementary Order/Endorsement of the Honourable Justice Pepall dated
November 4, 2009**

Counsel for the CEP, the Applicants, the Monitor and the Bondholders attended to settle certain orders.

The changes I have made to the CEP representation order are self evident. I have deleted paragraph 4(b) as I do not believe it should be the subject matter of a court order. Its deletion does not preclude counsel from Caley Wray, acting reasonably, from making requests for documentation nor does it prohibit or require the Applicants from providing same. It is expected that all parties will act reasonably in this regard.

TAB 5

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)
)
MADAM JUSTICE PEPALL) TUESDAY, THE 27TH DAY
 OF OCTOBER, 2009

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

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

Applicants

ORDER

THIS MOTION, made by the Communications, Energy and Paperworkers Union of Canada (the "Union") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Records of the Union and on hearing submissions of counsel for the Union, the Applicants, FTI Consulting Canada Inc. in its capacity as Court-appointed monitor of the CMI Entities, and other parties:

1. **THIS COURT ORDERS**, if necessary, that time for service of the notice of motion and the motion record is hereby abridged and service of the motion record by the Union is validated, such that this motion is properly returnable on October 27, 2009.

2. **THIS COURT ORDERS** that the Union is hereby authorized to represent current and former members of the Union ("Current and Former Members"), including pensioners, employed or formerly employed by the Applicants or Partnerships listed in Schedule "B" to the Initial Order (collectively, the "CMI Entities"), other than CH Retirees, in the proceedings under the Companies' Creditors Arrangement Act ("CCAA"), including without limitation, for the purpose of advancing, settling or compromising claims by the Current and Former Members in this CCAA proceeding. For these purposes, CH Retirees means former members of the Union who are members or former members of the Global Communications Limited Retirement Plan for CH Employees
3. **THIS COURT ORDERS** that CaleyWray is hereby authorized to act as counsel for the Union and its Current and Former Members in the CCAA proceedings.
4. **THIS COURT ORDERS** that the CMI Entities shall, subject to the Union executing a confidentiality agreement, provide to the Union or its counsel, without charge, the following information, only to be used for the purposes of this CCAA proceeding:
 - (a) The names, last known addresses and last known email addresses (if any) of all of the Union's Current and Former Members; and
 - (b) Upon the reasonable request of the Union or its counsel, and subject to any confidentiality obligations of the CMI Entities, such documents and data as are relevant to the claims of the Union's Current and Former Members in these CCAA proceedings.
5. **THIS COURT ORDERS** that notice of the granting of this Order may be provided to the Current and Former Members in such form and under such terms and conditions as deemed appropriate by the Union and this Honourable Court.

6. **THIS COURT ORDERS** that any individual Former Member who does not wish to be represented by the Union or CaleyWray pursuant to the terms of this Order or all other related Orders which may subsequently be made in this CCAA proceeding concerning the Current or Former Members or relating to the authorization of the Union and/or CaleyWray shall, within 30 days of receiving notice of this Order, notify the Monitor, the CMI Entities and CaleyWray in writing, and shall thereafter represent themselves as an independent individual party to these proceedings.

TAB 6

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	TUESDAY, THE 27 TH DAY
)	
MADAM JUSTICE PEPALL	)	OF OCTOBER, 2009



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

Applicants

**ORDER
(Appointment of Representative Counsel)**

THIS MOTION, made by Canwest Global Communications Corp. ("Canwest Global") and the other applicants listed on Schedule "A" hereto (collectively, the "Applicants") and the partnerships listed on Schedule "B" hereto (the "Partnerships" and with the Applicants, the "CMI Entities" and each a "CMI Entity"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the CMI Entities, the Affidavit of John E. Maguire sworn October 22, 2009 (the "Maguire Affidavit"), the Affidavit of David Cremasco sworn October 22, 2009, the Affidavit of Rose Stricker sworn October 22, 2009, and the Affidavit of Lawrence Schnurr sworn October 22, 2009 and the Third Report of FTI Consulting Canada Inc. in its capacity as Court-appointed monitor of the CMI Entities (the "Monitor") and on hearing from counsel for the CMI Entities, the Monitor, the Special Committee of the Board of Directors of Canwest Global, the *ad hoc* committee of holders of 8% senior subordinated notes issued by Canwest Media Inc., CIT Business Credit Canada Inc., the Management

Directors of the Applicants, the CH Retirees (as defined in the Maguire Affidavit), the Communications, Energy and Paper-workers Union of Canada (“CEP”), and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service, filed.

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

2. **THIS COURT ORDERS** that David Cremasco, Rose Stricker and Lawrence Schnurr (the “Representatives”) are hereby appointed as representatives of the following persons, whether or not the applicable former employees were represented by a union when they were so employed:

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

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

Maguire Affidavit) or the surviving spouses of such former employees, if applicable, subject to any further or other Order of the Court. For greater certainty, other than the CEP Retirees who are participants in the CH Employees Plan, the CEP Retirees shall not be represented by the Representatives or Representative Counsel (as defined below) in this CCAA proceeding, subject to any further or other Order of the Court.

3. **THIS COURT ORDERS** that Cavalluzzo Hayes Shilton McIntyre & Cornish LLP is hereby appointed as counsel (“Representative Counsel”) to represent the Retirees in this CCAA proceeding.

4. **THIS COURT ORDERS** that Representative Counsel shall represent the interests of the Retirees in all aspects of this CCAA proceeding, without any obligation to consult with or seek instructions from the Retirees other than the Representatives, unless otherwise ordered by the Court.

5. **THIS COURT ORDERS** that the CMI Entities shall, subject to Representative Counsel executing a confidentiality agreement, provide to Representative Counsel, without charge, the following information, to only be used for the purposes of this CCAA proceeding:

- (a) the names, last known addresses and last known email addresses (if any) of all the Retirees; and
- (b) upon the reasonable request of Representative Counsel, and subject to any confidentiality obligations of the CMI Entities, such documents and data as are relevant to matters relating to the issues affecting the Retirees in this CCAA proceeding, including documents and data pertaining to the various pension, benefit, supplementary pension, and other arrangements for group health and life insurance, including up to date financial information regarding, if applicable, the funding and investments of any of these arrangements.

6. **THIS COURT ORDERS** that, subject to such fee arrangements as have been agreed to by the CMI Entities and Representative Counsel, all reasonable legal, actuarial and financial expert and advisory fees and other incidental fees and disbursements incurred by the Representatives and Representative Counsel shall be paid by the CMI Entities on a monthly

basis, forthwith upon the rendering of accounts to the CMI Entities. In the event of any disagreement regarding such fees, such matters may be remitted to this Court for determination.

7. **THIS COURT ORDERS** that the Representatives and Representative Counsel are authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any Court or any regulatory body, other governmental ministry, department or agency (each a “Governmental Authority”), and to take all such steps as are necessary or incidental thereto, provided adequate notice is given to the CMI Entities before any formal proceedings before a Court or Governmental Authority are commenced.

8. **THIS COURT ORDERS** that a copy of this Order and a letter from Representative Counsel explaining the effect of this Order be delivered forthwith to the Retirees by ordinary mail to the physical address of the Retirees, as last shown in the books and records of the CMI Entities, and posted on the Monitor’s website. Any such delivery shall be deemed to have been received by the Retiree on the third business day after mailing within Ontario, the fifth business day after mailing within Canada (other than within Ontario), and the tenth business day after mailing internationally.

9. **THIS COURT ORDERS** that any individual Retiree who does not wish to be represented by Representative Counsel and the Representatives pursuant to the terms of this Order or all other related Orders which may subsequently be made in this CCAA proceeding concerning the Retirees or relating to the appointment of the Representatives and/or Representative Counsel shall, within 30 days of the date of this Order, notify the Monitor, in writing, by facsimile, mail or delivery, and in the form attached as Schedule “C” hereto and shall thereafter not be so represented and shall be represented themselves as an independent individual party to the extent they wish to appear in this CCAA proceeding.

10. **THIS COURT ORDERS** that the Representatives and Representative Counsel shall not be liable for any act or omission in respect of their appointment or the fulfillment of their duties in carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct, and that no action or other proceedings shall be commenced against the Representatives and/or Representative Counsel relating to their acting as such, except with prior leave of this Court, on at least 7 day’s notice to the Representatives and Representative Counsel,

and upon further order in respect of security for costs, to be given by the plaintiff for the costs, on a substantial indemnity basis, of the Representatives and/or Representative Counsel in connection with any such action or proceeding.

11. **THIS COURT ORDERS** that Representative Counsel may from time to time apply to this Court for advice and directions in respect of its appointment or the fulfillment of its duties in carrying out the provisions of this Order, upon notice to the CMI Entities and the Monitor and to other interested parties, unless otherwise ordered by the Court.

12. **THIS COURT ORDERS** that Representative Counsel shall be given notice of all motions to which the Retirees are entitled to receive notice in these proceedings and that it shall be entitled to represent those on whose behalf it is hereby appointed in all such proceedings.

13. **THIS COURT ORDERS** that in the event that this Order is later amended by further Order of the Court, the Monitor may post such further Order on the Monitor's website and such posting shall constitute adequate notice to the Retirees of such amended Order.



G. Argyropoulos, Registrar
Superior Court of Justice

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

OCT 29 2009

PER / PAR: TV

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

Schedule "C"

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

Applicants

OPT-OUT LETTER

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

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

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

I, _____, am a Retiree of the CMI Entities, as those terms are defined in the Order of the Honourable Madam Justice Pepall dated October [*27], 2009 (the "Order").

Under paragraph 9 of the Order, all Retirees who do not wish Cavalluzzo Hayes Shilton McIntyre & Cornish LLP ("Cavalluzzo LLP") to act as their representative counsel may opt out.

I hereby notify the Monitor that I do not wish to be represented by Cavalluzzo LLP pursuant to the terms of the Order and will be represented as an independent individual party to the extent I wish to appear in this CCAA proceeding.

Date

Signature

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

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

APPLICANTS

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER
(Appointment of Representative Counsel)

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

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

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

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

Fax: (416) 862-6666

Lawyers for the Applicants

F. 1114233

TAB 7

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36 as amended

AND IN THE MATTER OF a Proposed Plan of Compromise or Arrangement of Canwest Global Communications Corp. and the other Applicants listed on Schedule "A"

APPLICANTS

NOTICE OF MOTION

(Returnable October 27, 2009)

The Communications, Energy and Paperworkers Union of Canada (the "Union") will make a motion to a judge of the Commercial List at the courthouse at 330 University Avenue, Toronto, Ontario on October 27, 2009 at 10:00 a.m. or as soon thereafter as the motion can be heard.

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

THE MOTION IS FOR:

1. If necessary, **AN ORDER** disposing for the need for service of the motion material.
2. **AN ORDER** appointing the Union to represent current and former members of the Union, including pensioners, employed or formerly employed by the Applicants ("Current and Former Members") in the proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), the *Bankruptcy and Insolvency*

Act (the "BIA") or in any other proceeding which has been or may be brought before this Honourable Court (the "Proceedings"). The Union may determine, advance and compromise any and all claims of its Current and Former Members claims which have arisen or may arise at law or equity or under federal or provincial legislation, including but not limited to actual or deemed trust claims, secured or unsecured claims under the BIA, contractual claims, and any claims arising under the applicable collective agreements, provincial employment standards, pension, human rights, workplace safety and insurance legislation which may be made against the Applicants or its estate, as the case may be, relating to or arising out of the Current and Former Members employment with the Applicants (the "Claims"). For Greater Clarity, the Union does not represent CHCH retirees.

3. **AN ORDER** that CaleyWray is hereby appointed as counsel for the Current and Former Members in the Proceedings for all matters relating to the Claims and any issues affecting the Current and Former Members in the Proceedings.
4. **AN ORDER** that all reasonable legal, actuarial and financial expert and advisory fees and all other incidental fees and disbursements, as may have been or shall be incurred by the Union and their counsel, shall be paid by the Applicants on a bi-weekly basis, forthwith upon the rendering of accounts.
5. **AN ORDER** declaring that the property of the Applicants is subject to a security or charge in the amount of \$200,000 in respect of the fees and expenses of the Union incurred in connection with retaining any financial, legal or other experts necessary in order to effectively participate in the Proceedings.
6. **AN ORDER** that the Applicants shall forthwith provide to the Union and their counsel, without charge:

- (i) The names, last known addresses and last known email addresses (if any) of all the Current and Former Members, whom they represent, as well as applicable data regarding their entitlement, subject to a confidentiality agreement and to only be used for the purposes of the Proceedings;
 - (ii) All documents and data, including generally those pertaining to the various pension, benefit, and severance and termination payments and other arrangements for group health, life insurance, retirement and severance payments, including up to date financial information regarding the funding and investments of any of these arrangements; and
 - (iii) Any other documents relevant to the Claims.
7. **AN ORDER** that notice of the granting of this Order may be provided to the Current and Former Members in such form and under such terms and conditions as deemed appropriate by the Union and this Honourable Court.
8. **AN ORDER** that the Union, or their counsel on their behalf, are authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any Court, regulatory body and other governmental ministry, department or agency, and to take all such steps are necessary or incident thereto.
9. **AN ORDER** that any individual Former Member who does not wish to be bound by this Order and all other Orders which may subsequently be made in these proceedings shall, within 30 days of receiving notice of this Order, notify the Monitor, the Applicants and CaleyWray in writing, and shall thereafter represent themselves as an independent individual party to these proceedings,

10. **AN ORDER** that the Union and CaleyWray shall have no liability as a result of their respective appointment or the fulfilment of their duties in carrying out the provisions of this Order save and except for any gross negligence or unlawful misconduct on their part.
11. **AN ORDER** that the Union shall be at liberty and are authorized at any time to apply to this Honourable Court for advice and directions in the discharge or variation of their powers and duties.
12. **AN ORDER** extending the Claims Bar Date from November 19, 2009 to a date and time deemed appropriate by this Honourable Court so as to enable the Union to establish the value of the claims of the Union's Current and Former Members and to prepare any such claims.

THE GROUNDS FOR THE MOTION ARE:

The Applicants' Obligations to Current and Former Members

1. On October 6, 2009 the Applicants obtained an Order, pursuant to the CCAA, staying all proceedings and claims against them (the "Initial Order"). The Applicants are insolvent.
2. The Union is the exclusive bargaining agent for unionized employees working at the Applicants facilities in Vancouver (BCTV), Kelowna (CHBC), Edmonton (CITV), Calgary (CICT), Lethbridge (CISA), Saskatoon (STV), Winnipeg (CKND), Toronto and Ottawa (Global Ontario), Halifax and New Brunswick (Global Maritimes).
3. The Union has negotiated eleven (11) collective agreements with the Applicants, all of which have expired as at the date of the Initial Order; but which continue in effect. Approximately fifty percent (50%) of the Applicants' employees employed in the Canadian Television Segment are represented by the Union.

4. The Union has a significant number of outstanding grievances and labour board proceedings against the Applicants, including proceedings before the Canada Industrial Relations Board regarding the configuration of the Union's collective bargaining units.
5. The Applicants sponsor eleven defined benefit plans that have an aggregate windup deficiency of \$32,824,146 as at the last valuation date. Annual special payments in respect to the windup deficiencies is \$4,983,348. Estimated annual services costs in respect of the Applicants defined benefit pension plans is \$5,147,181.
6. The Applicants also provide post-employment and post-retirement benefits to the Union's Former Members, including health, dental and term life insurance benefits. The aggregate cash contribution in the 2008 fiscal year to provide these post-employment and post-retirement benefits was approximately \$0.4 million. The aggregate accrued benefit obligation relating to these benefits as at the end of the 2008 fiscal year totalled approximately \$16.7 million.
7. Prior to the date of the Initial Order, a number of employees represented by the Union were permanently laid off and were in receipt of and were in receipt of salary continuance payments. As of the date of the Initial Order, the Applicants have ceased making all payments.

The Union and CaleyWray

8. The Union has a broad mandate to defend and protect the pensions, retirement payments and other benefits and interests of the Current and Former Members.
9. The Union is national in scope. It has a presence in nearly all areas in which the Applicants businesses operate.

10. There are persons in the Current and Former Member group who are unascertained or may have a present, future, contingent, or unascertained interest in or may be affected by the proceedings herein, and who cannot be readily ascertained, found or served.
11. It is desirable that the rights of the Current and Former Members are dealt with in a fair, independent, cost-effective and orderly way, and that they be represented by counsel. CaleyWray is a law firm with expertise representing employees, particularly unionized employees, with respect to all manner of issues, including pension and insolvency matters.
12. The claims of Current and Former Members are complex and varied, requiring legal, actuarial and accounting advice in order to be properly ascertained and filed.
13. Rule 10 of the Rules of Civil Procedure;
14. Section 131(1) of the *Court of Justice Act*;
15. Section 197(1) of the BIA;
16. Section 11 of the CCAA; and
17. Section 11.52(1) and (2) of the CCAA.

THE FOLLOWING DOCUMENTARY EVIDENCE will be read in support of this motion:

1. The Affidavit of Peter Murdoch sworn October 21, 2009;
2. The Affidavit of Gail Misra sworn October 21, 2009;
3. The Affidavit of David Lewington sworn October 21, 2009;

4. Such further and other material as counsel may advise and this Honourable Court may permit.

October 22, 2009

CaleyWray

Labour/Employment Lawyers
1600 - 65 Queen Street West
Toronto, Ontario M5H 2M5

Douglas J. Wray (LSUC #18023C)
Tel: 416- 775-4673
Fax: 416-366-3293
wrayd@caleywrap.com

Jesse Kugler (LSUC #55269V)
Tel: 416-775-4677
Fax: 416-366-3293
kuglerj@caleywrap.com

Lawyers for Communications, Energy
and Paperworkers Union of Canada

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

Applicant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

CaleyWray

Labour/Employment Lawyers
1600 - 65 Queen Street West
Toronto, Ontario M5H 2M5

Douglas J. Wray (LSUC #18023C)

Tel: 416- 775-4673

Fax: 416-366-3293

wrayd@caleywright.com

Jesse Kugler (LSUC #55269V)

Tel: 416-775-4677

Fax: 416-366-3293

kuglerj@caleywright.com

Lawyers for the Communications, Energy
and Paperworkers Union of Canada

TAB 8

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF the *Companies' Creditors
Arrangement Act*, R.S.C. 1985, c.C-36 as amended**

**AND IN THE MATTER OF a Proposed Plan of
Compromise or Arrangement of Canwest Global
Communications Corp. and the other Applicants listed
on Schedule "A"**

APPLICANTS

**AFFIDAVIT OF PETER MURDOCH
(Sworn October 21, 2009)**

I, Peter Murdoch, of the City of Ottawa, Province of Ontario, **MAKE OATH AND
SAY:**

1. I am the Vice-President – Media ("VP Media") of the Communications, Energy and Paperworkers Union of Canada (the "Union"). I swear this affidavit in support of the motion for, *inter alia*, a representative order and funding in respect to current and former members of the Union, including pensioners, employed or formerly employed by the Applicants ("Current and Former Members") in the proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), the *Bankruptcy and Insolvency Act* (the "BIA") or in any other proceeding which has been or may be brought before this Honourable Court (the "Proceedings").
2. As VP Media of the Union, I have knowledge of the matters to which I hereinafter depose except where stated to be based on information and belief.

Background

3. I am the VP Media of the Union.
4. The Union is a large scale trade Union operating in a variety of industries across Canada. The Union has a strong presence in the Canadian media sector.
5. The Union represents approximately 1,000 bargaining unit employees employed by the Applicants in Vancouver (BCTV), Kelowna (CHBC), Edmonton (CITV), Calgary (CICT), Lethbridge (CISA), Saskatoon (STV), Winnipeg (CKND), Toronto and Ottawa (Global Ontario) and Halifax and New Brunswick (Global Maritimes). A principal function of the Union as exclusive bargaining agent of employees employed by the Applicants is the negotiation and administration of collective agreements.
6. The Union has negotiated eleven (11) collective agreements with the Applicants, all of which are nominally expired ("Collective Agreements"). The aforementioned collective agreements are attached at **Tabs 1-11**.
7. The terms and conditions of the collective agreements negotiated by the Union have a direct impact on the benefit entitlements payable to the Union's Former Members. The pension and post-retirement/post-employment benefits currently enjoyed by the Union's Former Members are the product of benefits negotiated by the Union with the Applicant that form part of the collective agreements. Given the foregoing, the Union has extensive knowledge of the issues that may arise in respect to the interests of its Former Members during the Applicants' CCAA proceedings.
8. The Applicants sponsor eleven (11) defined benefit plans ("DB Plans") and four (4) defined contribution plans ("DC Plans"). As described in the affidavit of John E. Maguire (sworn October 5, 2009) contained in the Applicants' Application Record, the DB Plans have a combined windup deficiency of \$32,824,126. The estimated annual current service cost in respect of the DB Plans is

\$5,147,181.00. The annual special payments made by the Applicants in respect of the deficiencies in the DB Plans is \$4,983,348.00. If certain funding relief measures are not achieved by the Applicants as at 2010, then the annual special payments made by the Applicants is projected to increase by approximately \$1.7 million.

9. As further noted in the affidavit of John E. Maguire, the Applicants' DB Plans, excluding the recently closed CHCA-TV and sold CHCH-TV and CHCK-TV, have, in aggregate, approximately 1,237 active members, approximately 121 pensioners and 313 deferred vested and other members. Although no confirmation has been provided by the Applicants, I believe that the vast majority of the aforementioned active members, pensioners and deferred vested and other members are the Union's Current and Former Members.
10. As set out in the affidavit of John E. Maguire, the Applicants also provide post-retirement/post-employment benefits to the Union's Former Members, including health, dental and term life insurance benefits. The aggregate annual cash contribution in the 2008 fiscal year to provide such post-retirement/post-employment benefits was approximately \$0.4 million. The aggregate accrued benefit obligation relating to these benefits as at the end of the fiscal 2008 year totalled approximately \$16.7 million.

The Applicants' CCAA Protection

11. On October 6, 2009 the Applicants obtained an order pursuant to the CCAA staying all proceedings and claims against them (the "Initial Order"). A copy of the Initial Order is at **Tab 12**. The effect of the Stay Order has been far reaching. For instance, immediately after the issuance of the Initial Order, the Applicants stopped making payments to a number of the Union's Formers Members that were in receipt of severance pay in the form of salary continuance. Further, upon the issuance of the Initial Order, the Applicants refused to continue a number of important proceedings, including a termination grievance

and proceedings before the Canada Industrial Relations Board pertaining to the configuration of the Union's bargaining units. The Union is in the process of reviewing all outstanding matters, however I note that the affidavit of John E. Maguire identifies approximately 95 outstanding grievances filed against the Applicants, 20 of which are currently at arbitration.

12. The Initial Order may necessitate filing a large number of diverse and complex claims on behalf of the Current and Formers Members. The Union intends to facilitate and advance the claims of its Current and Former Members.
13. To the extent possible, the Union has been communicating with the Current and Former Members regarding the Proceedings and the impact of the Initial Order. Given the Union's localized operations, it has been effective in keeping the Current and Formers Members informed and advised of the progress of the Proceedings. Counsel for the Union has contacted counsel to the Applicants in writing and by telephone to request the contact information of the Current and Former Members. To date, the production of such contact information has been refused on the basis of privacy considerations. I believe that obtaining the contact information of the Current and Former Members is essential to fulfilling the Union's mandate as representative in the Proceedings.

The Union's Financial Ability to Provide Effective Representation in the Proceedings

14. As a result of the current economic crisis, the number of companies seeking protection under the CCAA has risen dramatically. The Canadian forestry and media industries have been particularly damaged as a result of the economic crisis. Due to the Union's strong presence in the Canadian forestry and media industries, a significant number of companies that have a collective bargaining relationship with the Union have sought protection under the CCAA or ceased operations altogether.

15. The result of has been twofold. The Union has incurred significant costs associated with representing its Current and Former Members in proceedings under the CCAA. In addition to the present proceeding, the following is list of employers that employ the Union's members which have recently been granted protection under the CCAA: AbitibiBowater, Fraser Papers Inc., Smurfit-Stone, Grant Forest Products, Quebecor, Nortel, Korex and Bruce R. Smith. The costs associated with meaningfully participating in such proceedings has been substantial and has adversely affected the Union's financial position to the point where its ability to provide effective representation to the Current and Former Members in the Proceedings is dependent on receipt of funding with respect to the provision of that representation. Such funding would enable the Union to retain any financial, legal or other experts necessary to provide the Current and Former Members with effective representation in the Proceedings.
16. In the preceding six (6) months, the Union has expended approximately \$250,000 on legal on costs in connection with CCAA proceedings. The Union anticipates that such costs will increase substantially in the near future.
17. Although Current Members pay union dues, Former Members do not. Accordingly, a significant amount of cash is expended on the representation of a group that does not contribute financially. In other words, the representation of Former Members in proceedings under the CCAA, although part of the Union's mandate, creates costs that are outside the Union's cost structure. This has placed extraordinary strain on the Union financial position.
18. Further, the economic crisis has resulted in a dramatic reduction in the Union's membership levels. Over the preceding twelve (12) months, the Union has lost approximately 12,000 members. This extraordinary loss in membership is the largest experienced by the Union over any twelve (12) month period since its inception. This, of course, has caused a corresponding decrease in the amount of union dues collected by the Union, further undermining its financial position and ability to provide effective representation in the Proceedings.

19. The current economic crisis has created the perfect storm. On the one hand, the Union is expending an extraordinary amount of cash on the representation of its Current and Former Members in proceedings under the CCAA. On the other hand, the Union's membership levels, and therefore dues collected, have been considerably reduced. As such, the Union requires funding in order to provide effective representation to the Current and Former Members in the Proceedings.


Benefits of Appointing the Union

20. Having the Union appointed as representative and CaleyWray appointed as counsel for the Current and Former Members provides a reliable source for information about the process. They can speak on behalf of the Current and Former Members to the Applicants and other stakeholders, and report back to the constituency through various means, such as newsletters, local meetings and website updates. The Union and CaleyWray can advocate on behalf of Current and Formers Members in the negotiation of a Plan of Arrangement under the CCAA and can address with the Court issues that may affect their interests.
21. The Union and/or CaleyWray, upon being appointed representative and counsel respectively, will take immediate action to contact all Current and Former Members in respect of the Proceedings.
22. I am advised by Jesse Kugler of CaleyWray and verily believe that if there are claims to be filed on behalf of Current and Former Members in the CCAA or in a bankruptcy, then the Monitor or Trustee, as the case may be, will not necessarily prepare and calculate employee claims but will simply wait for claimants to calculate and submit claims on their own. Many Current and Former Members may not submit claims because they do not understand the process or what needs to be done to advance their claims. Further, claims pertaining to calculation of unpaid future pension and retiree health benefits or supplementary pensions require the assistance of an actuary with access to the relevant data in order to provide an accurate calculation. This is not available to individual


Current and Former Members. This can result in such Current and Former Members not receiving any dividends whatsoever from the estate in respect of their unpaid benefits or pensions.

- 23. In the case where a Monitor or Trustee does calculate claims, I am advised by Jesse Kugler of CaleyWray and verily believe that they may be in a conflict situation because it is both calculating and adjudicating claims on behalf of a creditor group.
- 24. I support the appointment of the Union as representative of all Current and Former Members and the appointment of our counsel of choice, CaleyWray as representative counsel for all Current and Former Members.
- 25. I make this affidavit in good faith and in support of this motion to appoint the Union as representative of all Current and Former Members and CaleyWray as representative counsel for all Current and Former Members and for no improper purpose.

SWORN before me at the City of Toronto, in the Province of Ontario, this 21st day of October, 2009.


A Commissioner for taking affidavits.

Jesse Kugler


Peter Murdoch

TAB A

This is Exhibit 1 referred to in the
affidavit of Peter Murdoch
sworn before me, this 21st
day of October 2009


A COMMISSIONER FOR TAKING AFFIDAVITS

COLLECTIVE AGREEMENT

between

CICT, A DIVISION OF
GLOBAL TELEVISION NETWORK INC..

and

COMMUNICATIONS, ENERGY &
PAPERWORKERS UNION OF CANADA
(C.E.P.)

September 1, 2001

to

August 31, 2006

INDEX

Article		Page
	Parties.....	1
1	Intent.....	2
	Bargaining Unit	
2	Definition.....	2
	Employee	
3	Definition.....	4
4	Employee Categories.....	5
5	Job Functions.....	13
6	Professional Activities.....	16
	Management	
7	Management Rights.....	18
8	No Strike Breaking.....	20
	Union	
9	Union Membership.....	21
10	Rejection of Membership.....	22
11	Union Dues.....	22
12	Non-Discrimination.....	23
13	Notification.....	25
14	Leave for Union Activities.....	26
15	Union Access to Premises.....	28
16	No Strike Clause.....	28

INDEX

Article		Page
	<u>Seniority</u>	
17	Union Use of Bulletin Board	29
18	Company Seniority	29
19	Interruption of Service	30
	<u>Promotions, Lay-Offs, Etc.</u>	
20	Promotions and Transfers	31
21	Upgrading	33
22	Dismissals and Resignations	35
23	Lay-offs	36
24	Re-Engagement & Recall	39
25	Performance Reports	42
	<u>Jurisdiction</u>	
26	Duties and Responsibilities	43
27	Technological Change	48
	<u>Grievances</u>	
28	Grievance Procedure	51
	<u>Wages</u>	
29	Salary Groups	55
30	Rates of Pay	57
31	General Wage Provisions	65
	<u>Work Schedules & Premiums</u>	
32	Work Week	67
33	Tour of Duty	67
34	Excessive Hours and Safety	68

INDEX

Article		Page
35	Posting of Schedules.....	70
36	Change of Starting Time	71
37	Lateness	72
38	Days Off.....	74
39	Work on a Day Off.....	76
40	Meal Periods.....	78
41	Break Periods	81
42	Overtime	82
43	Call-Back	85
44	Turn-Around	86
45	Night Differential	88
Travel		
46	Expenses & Automobiles	89
47	Travel Conditions.....	91
48	Location Definition & Expenses.....	93
Benefits		
49	Vacations	96
50	Legal Holiday and Payment.....	99
51	Scheduling of Christmas and New Years Holidays.....	102
52	Sick Leave	103
53	Health and Welfare Plans.....	104
54	Pension.....	110
55	Compassionate Leave.....	110
56	Jury Duty.....	112
57	Education, Seminars, Etc.....	112
58	Existing Benefits	113
59	Classification Changes	113

ARTICLE 1**Intent**

- 1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost co-operation and friendly spirit between the Company and its employees to set forth conditions governing rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances. To this end, this Agreement is signed in good faith by the two parties.

ARTICLE 2**Definition of Bargaining Unit**

- 2.1 The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the unit defined by the Canada Labour Relations Board in its decision of December 20, 1974 certifying NABET and any amendments to the Unit as mutually agreed to by the parties, or in any of the classifications listed in the wage schedule under Article 29. The employees covered by this Agreement shall be:

CICT _____ Page 3

All employees of CICT Calgary , A Division of Global Television Network Inc. excluding:

- Account Executives
- All Employees of the Accounting Department
- All Vice-Presidents
- General Manager and Assistant General Manager
- Director Technical Services
- Director Creative Services
- Assistant Managing Editor, News
- Assistant Technical Director-Engineering
- Chief Engineer
- Confidential Secretary
- Controller
- Facilities Sales Manager
- Human Resource Manager
- Managing Editor, News
- Marketing/Program Manager
- News Director
- President
- Production Manager
- Promotion/Marketing Manager
- Sales Manager
- Traffic Manager.

2.2 The Company will bargain collectively with the Union, as required by the Certification above referred to in respect to rates of pay, wages, hours

Page 128 _____ CICT

IN WITNESS WHEREOF THE PARTIES HERETO
HAVE CAUSED THIS AGREEMENT TO BE
EXECUTED BY THEIR DULY AUTHORIZED
REPRESENTATIVE ON THIS _____ DAY OF
A.D., 1998.

Communications,
Energy and Paperworkers
Union

CICT A Division of
Global Television
Network Inc.

Robert J. Lumgair

Chris McGinley

Wayne Siebel

Dave Budge

Dolly Senger

Fraser Hiltz

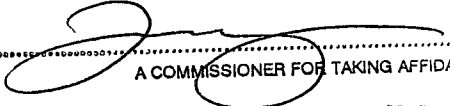
Dave Bouchey

Dan Gold

TAB B

This is Exhibit 2 referred to in the
affidavit of Peter Murdoch
sworn before me, this 21st
day of October 2009

67


A COMMISSIONER FOR TAKING AFFIDAVITS

COLLECTIVE AGREEMENT

BETWEEN

CANWEST MARITIME TELEVISION,
a division of Global Communications Limited
(in respect of MITV Employees at
Saint John, New Brunswick)

(hereinafter called "the Company")

- and -

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
(CEP) - CLC**

(hereinafter called "the Union")

TABLE OF CONTENTS

Article		Page
1	INTENT	1
2	DEFINITIONS & EMPLOYEE CATEGORIES	2
3	MANAGEMENT RIGHTS	8
4	UNION RIGHTS	9
5	NON-DISCRIMINATION	12
6	STRIKES, LOCKOUTS & STRIKE-BREAKING	13
7	GRIEVANCE PROCEDURE	14
8	DISCIPLINARY ACTION	17
9	SENIORITY RIGHTS	18
10	AUTOMATION, TRAINING AND GRADE LEVELS	23
11	EMPLOYEE BENEFITS	24
12	TRAVELLING EXPENSES & PROVISIONS	29
13	HOLIDAYS & VACATIONS	32
14	GENERAL MATTERS	36
15	HOURS & SCHEDULING OF WORK	37
16	EXCESSIVE HOURS & SAFETY	44
17	MEALS & BREAK PERIODS	46
18	GENERAL WAGE PROVISIONS	48
19	TECHNOLOGICAL CHANGE	54

20	DURATION OF AGREEMENT	56
	SIGNATURE	57
	LETTER OF INTENT - 1	58
	SUPPLEMENTAL UNEMPLOYMENT BENEFIT (SUB) PLAN	
	LETTER OF INTENT - 2	59
	LETTER OF INTENT - 3	
	APPENDIX "A"	62
	APPENDIX "B"	63
	APPENDIX "C"	64
	APPENDIX "D"	67
	SCHEDULE "A"	69

ARTICLE 1

INTENT

- 1.1 The general purpose of this Agreement is to:
- (a) maintain mutual satisfactory relations between the Company and its employees and promote their mutual interests;
 - (b) set forth the working conditions, hours of work and wage rates of the employees in the bargaining unit;
 - (c) to provide for the prompt disposition of grievances;

To this end, the Union and the Company agree to observe the provisions of this Agreement, and further, the Union agrees that it will assist the Company and its Supervisory personnel in bringing about a high level of efficiency on the part of all employees.

- 1.2 The Company agrees to instruct all members of its supervisory staff to co-operate with the stewards in carrying out the terms and requirements of this Agreement.
- 1.3 The Union agrees to instruct its officers, stewards and members to co-operate with the Company in carrying out the terms and requirements of this Agreement.

ARTICLE 2

DEFINITIONS & EMPLOYEE CATEGORIES

2.1 **Employee**

The term "employee," as used herein, means an employee included in the Bargaining Unit or any person employed in a job function which the parties may, by mutual agreement, include in the Bargaining Unit.

Should the parties disagree on the inclusion or exclusion of a job classification in the Bargaining Unit, the matter shall not be the subject of a grievance under this Agreement, but may be referred by either party to the Canada Labour Relations Board.

- 2.1.1 Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.

2.2 **Bargaining Unit**

The Company recognizes the Union as the exclusive Bargaining Agent for all television employees employed at MITV, Saint John, New Brunswick as listed below:

All television employees of CanWest Maritime Television, a division of Global Communications Limited employed at Saint John, New Brunswick excluding:

Station Manager
Sales Manager
Sales Persons
News Director
Business Manager
Chief Engineer
Confidential Secretary
Technical Manager
Operations /Production Manager
Senior Producer
Manager, Program Services

- 2.3 All employees covered by this Agreement shall be considered full-time permanent employees of the establishment except for the following categories.

TAB C

This is Exhibit 3 referred to in the
affidavit of Peter Murdoch
sworn before me, this 21st
day of October 2009

COLLECTIVE AGREEMENT

between

**CHAN TV, A DIVISION OF
GLOBAL TELEVISION NETWORK INC.
(BCTV)**

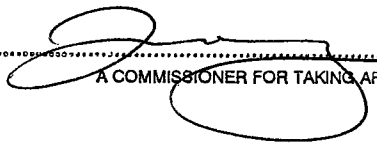
and

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
- CLC
(C.E.P.)
LOCAL 814.01-M**

March 1, 2004

to

February 28, 2007

.....

.....
A COMMISSIONER FOR TAKING AFFIDAVITS

INDEX

Article		Page
1	Intent.....	1
BARGAINING UNIT		
2	Definition of Bargaining Unit.....	2
EMPLOYEE		
3	Definition	3
4	Employee Categories	3
MANAGEMENT		
5	Management Rights ..	12
6	No Strike Breaking	13
UNION		
7	Union Dues.....	14
8	Non-Discrimination.....	17
9	Notification.....	18
10	Leave for Union Activities	19
11	Union Access to Premises.....	21
12	Union Activities	22
13	Outside Employment	22
14	No Strike Clause	23
15	Union Use of Bulletin Boards ..	23
SENIORITY		
16	Company Seniority	24
17	Interruption of Service	25
INDEX		

INDEX

Article	Page
37 Days Off.....	78
38 Work on a Day Off	80
39 Meal Periods.....	84
40 Break Periods.....	90
41 Overtime	91
42 Call-Back.....	94
43 Turn-Around Period.....	96
44 Night Differential.....	98

TRAVEL

45 Transportation & Travel Expenses	98
-------------------------------------	----

BENEFITS

46 Vacations.....	106
47 Legal Holiday & Payment	110
48 Scheduling of Christmas & New Year's Holidays	114
49 Sick Leave.....	115
50 Health & Welfare.....	118
51 Severance Pay.....	114
52 Compassionate Leave	122
53 Paternity Leave.....	123
54 Maternity Leave	124
55 Jury Duty	125
56 Education Seminars, Etc.	

125
 57 Joint Union-Management
 Committee 128
 58 Employee Assistance Program..... 128

INDEX

Article	Page
59 Existing Benefits.....	129
60 Classification Changes.....	
.....13061 Clothing Allowance	131
62 Duration of Agreement.....	132
Signatories.....	134
Letter of Intent #1	
- Definitions..	135
Letter of Intent #2	
- Professional Activities	137
Letter of Understanding #3	
- News Bureau	139
Letter of Understanding #4	
- Special Productions	140
Letter of Understanding # 5	
- Anchor Contracts	142
Letter of Understanding # 6	
- News Bureau.....	144
Letter of Understanding # 7	
- Transfer of Work.....	145

PARTIES

This Agreement is made and entered into this
16TH day of January 2004.

**BETWEEN: Global BC
a division Global Television**

hereinafter referred to as
"The Company"

Party of the First Part

**And: COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF
CANADA -CLC
(C.E.P.)**

hereinafter referred to as
"The Union"

Party of the Second Part

ARTICLE 1**Intent**

- 1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union, in promoting the utmost co-operation and friendly spirit between the Company and its employees, to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances. To this end this Agreement is signed in good faith by the two parties.
- 1.2 To this end the Union agrees that it will co-operate with the Employer in the observance of the provisions of this Agreement and to maintain at all times in its negotiations with the Employer and its discussions with individual employees, the concept that each employee shall give a fair return of his services.

ARTICLE 2**Definition of Bargaining Unit**

- 2.1 The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit defined by the Canada Industrial Relations Board in its decision of June 9th, 1961, certifying CEP, and its

amendment thereto as amended by the Board's Order of August 2nd, 1972, and any amendments thereto as mutually agreed by the parties or as ordered by the Canada Industrial Relations Board or in any of the job functions listed in the wage schedule under Article 30.

- 2.2 The Company will bargain collectively with the Union, as required by the certification above referred to, in respect to rates of pay, wages, hours and conditions of work for all employees as set out in 2.1.

ARTICLE 3

Employee

- 3.1 The term "employee" as used in this Agreement shall mean any person, regardless of gender, employed in a classification included within the bargaining unit referred to in Article 2.1. It shall include any person employed in any job or classification created in the future which the parties by mutual consent decide to include within the bargaining unit. Provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the Canada Industrial Relations Board.

TAB D

This is Exhibit 4 referred to in the
affidavit of Peter Murdoch 79
sworn before me, this 21st
day of October 2009


A COMMISSIONER FOR TAKING AFFIDAVITS

Collective Agreement

Between

CISA

AND

Communications, Energy and Paperworkers Union of Canada

Begins:
05/16/2004

Terminates:
05/15/2007

09618(04)

CONTENTS

<u>Article</u>	<u>Page</u>
Parties	1
1 Intent	2
 BARGAINING UNIT	
2 Definition of Bargaining Unit	2
 EMPLOYEE	
3 Definition	3
4 Employee Categories	4
 MANAGEMENT	
5 Management Rights	11
6 No Strike Breaking	12
 UNION	
7 Union Dues and Membership	13
8 Conflict of Interest	14
9 Non-Discrimination	14
10 Notification	15
11 Union Activities	16
12 Union Access to Premises	17
13 No Strike Clause	17
14 Bulletin Board	18
 SENIORITY	
15 Company Seniority	18
16 Interruption of Service	19

RECEIVED
MAY 13 2005

Article		Page
PROMOTIONS, HIRINGS and TRANSFERS		
17	Promotions & Transfers.....	20
18	Upgrading.....	22
19	Dismissals and Resignations.....	24
20	Lay-offs.....	24
21	Re-Engagement & Recall.....	27
22	Performance Reports	29
JURISDICTION		
23	Jurisdiction	30
24	Technological Change	31
GRIEVANCE PROCEDURE		
25	Grievance Procedure.....	34
WAGES		
26	Classifications.....	37
27	Wage Scales.....	38
28	General Wage Provisions.....	41
WORK SCHEDULES & PREMIUMS		
29	Work Week	43
30	Tour of Duty	44
31	Health & Safety.....	45
32	Posting of Schedules	46
33	Days Off	47
34	Work on Days Off	48
35	Meal Periods	50
36	Break Periods	51

<u>Article</u>	<u>Page</u>
37 Overtime	52
38 Call-Back	53
39 Turn-Around Period	54
40 Night Differential	54
TRAVEL	
41 Automobile Expenses	55
42 Travel	56
43 Location Definition & Expenses	58
BENEFITS	
44 Vacations	59
45 Leave of Absence	61
46 Legal Holidays	62
47 Scheduling of Christmas & New Year's Holidays	64
48 Sick Leave	65
49 Pension Plan	65
50 Health & Welfare	66
51 Compassionate Leave	69
52 Jury and Witness Duty	70
53 Education Seminars	70
54 Classification Changes	71
55 Air Credits and Union Seal	71
56 Duration of Agreement	72
Signatories	73
Letter of Understanding #1	75
Letter of Agreement #1	76
Letter of Understanding #2	77

CISA..... 1

PARTIES

THIS AGREEMENT is made and entered into this 16th day of May, 2004.

BETWEEN:

CISA,
A DIVISION OF GLOBAL TELEVISION NETWORK INC.

Hereinafter referred to as "The Company"

Party of the First Part

AND:

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA – CEP

Hereinafter referred to as "The Union"

Party of the Second Part

2 CISA

ARTICLE 1

Intent

- 1.1** It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost co-operation and friendly spirit between the Company and its employees to set forth conditions governing rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances. It is recognized that this Collective Agreement is the only agreement between the Company and the Union in respect of employees covered in Article 2. Any Article in this contract may be waived upon mutual agreement between the Union and the Company. This Agreement is signed in good faith by the two parties.

ARTICLE 2

Definition of Bargaining Unit

- 2.1** The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the unit defined by the Canada Labour Relations Board in its decision of June 14th, 1990 certifying NABET and any amendments to the Unit as mutually agreed to by the parties, or in any of the classifications listed in the wage schedule under Article 26. The employees covered by this Agreement shall be:

"All employees of Lethbridge Television, a division of Global Television Network Inc., excluding the President and General Manager, Operations Manager, General Sales Manager, Production Manager, Director of News

CISA 3

and Information, Supervisor of News and Information, Director of Engineering, Management Secretary, Sales Executives, Special Projects Marketing, Sales Secretary, Traffic and Information Systems Supervisor, Retail Sales Supervisor, Promotion Supervisor, Secretary, Chief Photographer, Production Coordinator, and all the employees in the accounting department."

2.2 The Company will bargain collectively with the Union, as required by the Certification above referred to in respect to rates of pay, wages, hours and conditions of work for all employees as set out in 2.1.

ARTICLE 3

Employee

3.1 Definition: The term "employee" as used in this Agreement shall mean any person, either male or female, employed in a classification included within the Bargaining Unit referred to in Article 2.1. It shall include any person employed in any job or classification created in the future which the parties by mutual consent decide to include within the Bargaining Unit; provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the Canada Industrial Relations Board.

Once it has been determined that a position is within the Bargaining Unit, the parties shall meet to discuss the wage and benefit level for the position. If agreement cannot be reached, either party may refer the matter to binding arbitration pursuant to the grievance procedure.

7

TAB E

This is Exhibit 5 referred to in the **86**
affidavit of Peter Murdoch
sworn before me, this 21st
day of October 2009


A COMMISSIONER FOR TAKING AFFIDAVITS

COLLECTIVE AGREEMENT

Between

**GLOBAL COMMUNICATIONS LIMITED
(GLOBAL TELEVISION NEWS)**

-and-

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA**



OCTOBER 1, 2003

To

SEPTEMBER 30, 2006

08958(06)

Table of Contents

ARTICLE 1	
Intent	1
ARTICLE 2	
Definitions	2
ARTICLE 3	
Bargaining Unit	6
ARTICLE 4	
Management Rights	7
ARTICLE 5	
Membership and Dues	Y
ARTICLE 6	
Notices to Union	10
ARTICLE 7	
Union Access to Premises	11
ARTICLE 8	
Union Use of Bulletin Boards	12
ARTICLE Y	
Leave for Union Activities	12
ARTICLE 10	
No Work Stoppage - No Lockout	13
ARTICLE 11	
Grievance Procedure	14
ARTICLE 12	
Arbitration	16
ARTICLE 13	
Expressions of Dissatisfaction	18
ARTICLE 14	
Seniority	20
ARTICLE 15	
Promotions and Transfers	21
ARTICLE 16	
Dismissal, Suspension and Discipline	23
ARTICLE 17	
Lay-offs	23

Table of Contents

ARTICLE 18		
	Recall From Lay-off	25
ARTICLE 19		
	Technological Change	26
ARTICLE 20		
	Sick Leave	29
ARTICLE 21		
	Leave For Child Care Responsibilities	31
ARTICLE 22		
	Medical, Group Insurance and Pension Plans	32
ARTICLE 23		
	Bereavement Leave	34
ARTICLE 24		
	Jury and Witness Duly	35
ARTICLE 25		
	Severance Pay	35
ARTICLE 26		
	General Provisions	36
ARTICLE 27		
	Transportation and Travel	38
ARTICLE 28		
	Annual Vacations	46
ARTICLE 29		
	General Holidays	48
ARTICLE 30		
	Work Week/Tour of Duly	53
ARTICLE 31		
	Days Off	55
ARTICLE 32		
	Posting of Schedules	57
ARTICLE 33		
	Change of Work Schedule	57

Table of Contents

ARTICLE 34	
Overtime Computation	59
ARTICLE 35	
Work on Scheduled Day off	60
ARTICLE 36	
Turnaround	62
ARTICLE 37	
Call-back and Extended Tour of Duty	63
ARTICLE 38	
Night Differential	64
ARTICLE 39	
Temporary Upgrading	65
ARTICLE 40	
Excessive Hours and Safety	66
ARTICLE 41	
Break and Meal Periods	67
First Meal Period	67
Second Meal Period	67
Subsequent Meal Periods	68
Meal Displacement Penalty	68
ARTICLE 42	
General Salary Provisions	69
ARTICLE 43	
Salary Scales	73
ARTICLE 44	
Duration of Agreement	82
APPENDIX A	
PART-TIME AND TEMPORARY EMPLOYEES	84
ARTICLE 14A - Seniority	86
ARTICLE 15A - Full Time Employment	88
ARTICLE 17A - Lay-offs	89
ARTICLE 22 A - Employee Benefits	90

Table of Contents

ARTICLE 28 A - Annual Vacations	94
ARTICLE 29A - General Holidays	95
ARTICLE 34A - Overtime	97
ARTICLE 41A - Break and Meal Periods	98
ARTICLE 42A - General Salary Provisions	99
APPENDIX B	
Leave for Employees - Child Care	
Responsibilities	101
APPENDIX C	
Memorandum of Agreement: Salaries	115

1 _____ Global

THIS AGREEMENT

BETWEEN:

Global Communications Limited
(in respect of Global Television
News in Toronto and Ottawa)
hereinafter referred to as the
"Employer"

Party of the First Part,

AND:

Communications, Energy and
Paperworkers Union of Canada,
hereinafter referred to as the
"Union"

~~Party~~ of the Second Part.

* * * * *

ARTICLE 1

Intent

1.1 It is the purpose of this Agreement, in recognizing a common interest between the Employer and the Union in promoting the utmost cooperation and friendly spirit thereby creating a productive, efficient, and harmonious working environment between the Employer and its employees to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the Parties and to provide a procedure for prompt and equitable disposition of

Global _____ 2

grievances. To this end, this Agreement is signed in good faith by the two parties.

ARTICLE 2

Definitions

2.1 The term "employee" as used in the Agreement shall mean employees included in the bargaining unit as described in Article 3.2. Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.

2.2 The term "Employer" shall mean Global Television News in Toronto and Ottawa.

2.3 The term "Company" shall mean Global Communications Limited.

2.4 All employees covered by this Agreement shall be considered full-time employees of the Employer, except for employees whose employment comes within another definition as set forth herein.

2.5 The term "part-time employee" shall mean a person who is hired on a regular recurring and continuous part-time basis with a minimum four (4) hour tour of duty. Except where unusual or unforeseen circumstances prevail part-time employees shall work less than forty (40) hours per week and not more than five (5) days per week to an average of twenty-eight (28) hours actually worked during any eight (8) week period. Where a part-time employee accepts employment as a "temporary employee", the hours

3 _____ Global

worked as a temporary employee shall not be included for the purposes of calculating average hours referred to in the preceding paragraph. At the time of his/her appointment to a temporary position, the part-time employee shall be advised of the anticipated duration of the appointment.

The provisions of this Agreement shall apply to part-time employees only to the extent as specially set forth in Appendix "A" hereto.

2.6 The term "temporary employee" shall mean a person who is hired for a given term of employment, or who is hired on an irregular basis or who is hired to cover child care leaves, vacation leaves or any other leaves, or for employment during peak load periods.

The provisions of this Agreement shall apply to temporary employees only to the extent as specifically set forth in this Agreement and as set forth in Appendix "A" hereto.

2.7 The term "independent person" shall mean a person who is self-employed and/or is employed by another party and who provides services to the Employer on a contractual basis and who is not economically dependent solely upon the Employer. Such persons are not subject to the provisions of the Agreement. The Employer shall not utilize independent persons for the purpose of reducing the number of existing full-time employees or for the purpose of avoiding the recall of an employee on lay-off.

Global _____ 4

2.8 It is agreed and understood that the Employer will not use part-time or temporary employees for the express purpose of eliminating or replacing existing full-time employees or to avoid the recall of employees from lay-off.

2.9 The term "probationary employee" shall mean those full-time employees employed during the first three (3) months of continuous service with the Employer (in respect to part-time and temporary employees, their probationary term will equal 520 hours worked), provided that the Employer may extend the probationary period up to a total of six (6) months from the date of hiring (or an additional 520 hours worked for a part-time or temporary employee). The employee and the Union shall be advised of any such extension in writing and the reasons therefor. If requested to do so the Employer will meet with the employee and the Union to discuss the reasons for the extension. Absence from work by probationary employees for personal or health reasons shall increase their probationary period by the time absent.

2.10 Where the Employer intends to terminate a probationary employee during the probationary period or any extension thereof, the reason therefor, shall be furnished to the employee and the Union if such reason is requested. If requested to do so, the Employer will meet with the employee and the Union to discuss the reason for its intention. It is understood that the Employer may terminate a probationary employee during the probationary period or any extension thereof, and such termination shall be deemed to be for just cause.

5 _____ Global

2.11 The term "job classification" shall mean a specific job and not a group of jobs.

2.12 The term "Agreement" shall mean this Collective Agreement.

2.13 The term "Management Supervisor" shall mean a person who is not covered by this Agreement.

2.14 The term "basic hourly rate" shall mean the employees' basic hourly rate calculated as in Article 42.9 of this Agreement.

2.15 Where volunteers *and/or* student placements are performing work within the bargaining unit, they shall be considered as extra persons and shall not be subject to the terms of this Agreement. The Employer shall not utilize volunteers *and/or* students for the purpose of avoiding the utilization of full-time existing employees. Where such persons are scheduled not as extra persons they shall be assigned to Appendix "A", Part-time and Temporary.

10

Global _____ 6

ARTICLE 3

Bargaining Unit

3.1 The Employer recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit defined by the Canada Labour Relations Board in its decision of May 2, 1988, certifying NABET, and its amendment of October 26, 1995, certifying CEP as the successor bargaining agent, and any amendments thereto as mutually agreed by the Parties or as specified in Article 43.

3.2 The employees covered by this Agreement shall be:

"all employees of Global Television News employed in Toronto, and Ottawa, excluding: vice-president news and information programming, news director/executive producer news, sports director, general manager news and current affairs, executive producer information programming, executive producer news and information programming, manager production administration and finance, production manager Toronto, unit manager, administrative assistant to manager production administration and finance, executive secretary to general manager news and current affairs, administrative assistant to vice-president news and information programming, Ottawa bureau chief, news operations manager Ottawa, engineering and maintenance department Ottawa, senior producer writers, producer writer Ottawa, assignment editor, supervising librarian, supervising editor Toronto, supervising creative director, supervising director,

7 _____ Global

supervising cameraman Toronto, senior writer, administration co-ordinators, administrative assistant to unit manager and anchors."

ARTICLE 4

Management Rights

4.1 The Union acknowledges that the Employer has the exclusive right to manage the affairs of the Employer and that all rights shall remain exclusively with the Employer except as modified by a provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer:

- (a) to set the broadcasting and editorial policies and broadcasting standards of the Employer;
- (b) to hire, promote, demote, lay off, transfer and reclassify employees; and also the right of the Employer to discipline, suspend or discharge any employee for just cause, provided that a claim by an employee who has acquired seniority, that he/she has been disciplined, suspended or discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

4.2 The Union further acknowledges the right of the Employer to operate and manage its business, control its properties and maintain order on its premises in all respects in accordance with its commitments and responsibilities. The direction of the working forces,

TAB F

COLLECTIVE AGREEMENT

98

This is Exhibit 6 referred to in the
affidavit of Peter Murdoch
sworn before me, this 21st
day of October 2009

BETWEEN


A COMMISSIONER FOR TAKING AFFIDAVITS

GLOBAL WINNIPEG (CKND)

A Division of Global Communications Ltd.

AND

COMMUNICATIONS, ENERGY AND

PAPERWORKERS UNION OF CANADA

RECEIVED
DEC 13 2006

EFFECTIVE: JUNE 15, 2004 - JUNE 14, 2007

03954 (07)

INDEX

		Page
	Parties	4
1	Intent	5
BARGAINING UNIT		
2	Definition of Bargaining Unit	5
EMPLOYEE		
3	Employee	6
4	Employee Categories	6
MANAGEMENT		
5	Management Rights	10
UNION		
6	Union Security & Dues Checkoff	10
7	Non-Discrimination	10
8	Notification	11
9	Leave for Union Activities	11
10	Union Access to Premises	12
11	Union Activities	12
12	Non-Competition	13
13	No Work Stoppage - No Lock-out	13
14	Union Use of Bulletin Board	13
SENIORITY		
15	Seniority	13
16	Seniority After Interrupted Service	14
PROMOTIONS, LAY-OFFS, ETC.		
17	Promotions and Transfers	14
18	Upgrading	15
19	Discipline	16
20	Lay-offs	16
21	Re-Engagement	17
22	Expression of Dissatisfaction	18
JURISDICTION		
23	Duties and Responsibilities	18
24	CEP Seal	19
GRIEVANCES		
25	Grievance Procedure	19

WAGES

26	Jobs and Classifications	21
27	Salaries	23
28	General Wage Provisions	25

WORK SCHEDULES AND PREMIUMS

29	Work Week	27
30	Tour of Duty	27
31	Excessive Hours and Safety	27
32	Posting of Schedule	28
33	Days off	29
34	Work on Days Off	30
35	Meal Provisions	31
36	Coffee Arrangement	32
37	Overtime	32
38	Call-Back	34
39	Turn-Around	34
40	Night Differential	35

TRAVEL

41	Automobile Expenses	36
42	Location Definition and Expenses	36
43	Travel Arrangements	38

BENEFITS

44	Vacations	38
45	Paid Holidays	39
46	Scheduling of Christmas & New Year's Holidays	41
47	Sick Leave	41
48	Compassionate Leave	41
49	Child Care Leave	42
50	Jury Duty and Witness Duty	42
51	Deductions for Lateness	42
52	Existing Practice & Benefits	43
53	Freelancers	43
54	Joint Committee	43
55	Training Seminars	44

DURATION OF AGREEMENT

56	Duration of Agreement	44
57	Retirement Plan	44
58	Employee Benefits Part-time and/or Casual	45
59	Technological Change	46

PARTIES

THIS AGREEMENT is made and entered into this 24th day of June, 2004.

between

**CKND TELEVISION(GLOBAL WINNIPEG),
A division of Global Communications Ltd.**

IN RESPECT OF ITS TELEVISION STATION,
at 603 St. Mary's Road in WINNIPEG, MANITOBA

hereinafter referred to as "The Company"

Party of the first part

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 821M**

hereinafter referred to as "The Union"

Party of the second part

ARTICLE 1
INTENT

- 1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost co-operation and friendly spirit between the Company and its employees to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable disposition of grievances.

It is a provision of this Agreement in recognizing the common interest between the parties to provide for the efficient operation of the station with full regard for economy of operation and the quality and quantity of work performance; and, that employees work co-operatively with other employees and management and at all times perform their duties diligently.

It is agreed that this Collective Agreement is the only Agreement between the Company and the Union in respect of employees covered in Article 2.

To these ends, this Agreement is signed in good faith by the parties.

ARTICLE 2
Definition of Bargaining Unit

- 2.1 Whereas the Union was certified by the Canada Labour Relations Board on August 16th, 1978.
- 2.1.1 And whereas the Union and the Company have agreed to enter into a Collective Agreement on the basis of the Bargaining Unit defined herein containing terms and conditions of employment relative to the employees hereinafter referred to.
- 2.1.2 Now this Agreement witnesseth that the parties hereto agree as follows:
- 2.1.3 The Company recognizes the Union as the sole and exclusive bargaining agent for all persons employed in the unit defined:

All employees of Global Communications Limited. working at its television station, CKND-TV at 603 St. Mary's Road (including the adjacent premises known as Studio C) in Winnipeg, Manitoba, excluding President, General Manager, Assistant General Manager, Executive Secretaries, General Sales Manager, Secretary to General Sales Manager, Retail Sales Manager, all Employees of Sales Department, Director of Operations, Operations Manager, Operations Co-ordinator, Production Manager, Creative Services Manager, Client Service Director, Vice-President-Programming, Program Manager, Program Co-ordinator, Program Assistants, Program Distribution Supervisor, Promotion Director, Director of Engineering, Secretary to Director of Engineering, Assistant Director of Engineering, Director of Finance and Administration, Manager of Accounting, Office Manager, Accounting Clerks, Traffic Manager, Traffic Assistants, Announcer/Producer, News Director, Supervising Producer, Sports Director, ~~Duty~~ Editor, All Personnel of News/Sports Department other than News Assistant and Permanent Full Time Employees, Building Maintenance/Carpentry and Janitorial Staff, all others excluded by the Canada Labour Code.

ARTICLE 3

Employee

- 3.1 The term "employee" as used in this Agreement shall mean any person, either male or female, employed in any classification included within the bargaining unit as defined in Article 2.1.3 of this Agreement (definition of bargaining unit).

Wherever in the wording of the Agreement the masculine gender is used, it shall be understood to include the feminine gender.

ARTICLE 4

Employee Categories

- 4.1 All employees covered by this Agreement shall be considered full-time employees except as otherwise provided.
- 4.2 Probationary Period
- 4.2.1 Full time employees shall be probationary employees for a period of three (3) months from their commencement date of employment with the Company. Notwithstanding the foregoing, full-time employees hired into Job Classification Groups G and H shall be probationary employees for a period of four (4) months from their commencement date of employment with the Company. The Company may, after prior notice in writing to the Union and the employee, extend the probationary period of a full-time employee up to a further three (3) month period.

This Memorandum of Agreement shall continue in effect so long as the Collective Agreement remains in effect.

DATED at Winnipeg, Manitoba, this 24th day of **June**, 2004.

GLOBAL WINNIPEG(CKND)

COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION
OF CANADA

FOR THE EMPLOYER:

FOR THE UNION:

M. J. [Signature]
R. Montoya
Al Bleichert

[Signature]
Lea Baku-
Ante [Signature]

48

TAB G

COLLECTIVE AGREEMENT

This is Exhibit 7 referred to in the affidavit of Peter M. Mordoch sworn before me, this 21st day of October 2009

BETWEEN:


A COMMISSIONER FOR TAKING AFFIDAVITS

CANWEST MARITIME TELEVISION - MITV (a division of Global Communications Limited) in respect of bargaining unit employees defined in Article 3 of the Collective Agreement who work in or out of its television station at Dartmouth, Nova Scotia, hereinafter referred to as "the Employer."

Party of the First Part

- and -

Communications, Energy and Paperworkers Union of Canada; hereinafter referred to as "the Union".
(CEP 918.01-M)

Party of the Second Part

November 1, 2002

To

October 31, 2005

INDEX**ARTICLE NO.**

1	Intent
2	Definitions
3	Bargaining Unit
4	Management Rights
5	Membership and Union Dues
6	Notifications to Union
7	Union Access to Premises
8	Bulletin Board
9	Leave for Union Activities
10	Non-Discrimination
11	No Strike / No Lockout
12	Grievance Procedure
13	Arbitration

14	Discipline, Suspension and Discharge
15	Seniority
16	Promotions and Transfers
17	Lay-off
18	Recall from Lay-off
19	Technological Change
20	Sick Leave
21	Leave for Child Care Responsibilities
22	Employee Benefits / Pension Plan
23	Bereavement Leave
24	Jury and Witness Duty
25	Severance Pay
26	General Provisions
27	Training and Educational Seminars

28	Travel and Expenses
29	Paid Holidays
30	Scheduling of Christmas and New Year's Holidays
31	Annual Vacations
32	Hours of Work / Tour of Duty
33	Days Off
34	Posting of Schedules
35	Change of Work Schedules
36	Overtime Computation
37	Work on Scheduled Days Off
38	Turn-Around
39	Call Back / Call In and Standby
40	Temporary Upgrading
41	Night Differential
42	Excessive Hours and Safety

43	Meals and Break Periods
44	General Salary Provisions
45	Salaries / Salary Scales
46	Duration of Agreement
APPENDIX A	Part-Time / Temporary Employees Provisions
APPENDIX B	Letter to Arbitrators
APPENDIX C	Excerpt from Canada Labour Code

INTENT

ARTICLE 1

- 1.01 It is the intent and a provision of this Agreement, in recognizing a common interest between the Employer and the Union to promote the utmost cooperation and friendly spirit thereby creating a productive, efficient, and harmonious working environment between the Employer and its employees and to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the Parties and to provide a procedure for prompt and equitable disposition of grievances. To this end, this Agreement is signed in good faith by the two parties.
- 1.02 The Employer agrees to instruct all members of its supervisory staff to cooperate with the stewards in carrying out the terms and requirements of this Agreement.
- 1.03 The Union agrees to instruct its officers, stewards and members to cooperate with the Employer in carrying out the terms and requirements of this Agreement.

ARTICLE 2

DEFINITIONS

2.01 The term “employee” shall mean any person employed within the Bargaining Unit defined in Article 3. It shall include any person employed in any job classification created in the future which the parties, by mutual consent, decide to include within the Bargaining Unit. Where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the Canada Labour Relations Board.

All employees covered by this Agreement shall be classified as full-time employees of the Employer, except for employees whose employment comes within another definition as set forth herein.

2.02 The term “Employer” shall mean that part of the Company’s television operations in respect of which Article 3 of this Agreement is applicable.

2.03 The term “Company” shall mean CanWest Maritime Television - MITV, Dartmouth, Nova Scotia (a division of Global Communications Limited).

2.04 The term "probationary employee" shall mean those full-time employees employed during the first three (3) months of continuous service with the Employer (in respect to part-time and temporary employees, their probationary term will equal 520 hours worked), provided that the Employer may extend the probationary period up to a total of six (6) months from the date of hire (or an additional 520 hours worked for a part-time or temporary employee). The employee and the Union shall be advised of any such extension in writing and the reasons therefor. If requested to do so the Employer will meet with the employee and the Union to discuss the reasons for the extension. Absence from work by probationary employees for personal or health reasons shall increase their probationary period by the time absent.

Where the Employer intends to terminate a probationary employee during the probationary period or any extension thereof, the reason therefor, shall be furnished to the employee and to the Union if such reason is requested. If requested to do so, the Employer will meet with the employee and the Union to discuss the reasons for its intention. It is understood that the Employer may terminate a probationary employee during the probationary period or an extension thereof, and such termination shall be deemed to be for just cause.

- 2.05 The term “qualified” or “qualifications” shall mean such relevant factors as creativity, knowledge, experience, skill, ability, work-related attitude, training and/or education, as well as other work-related factors, all the foregoing as established and determined by the Employer. The Employer, when establishing and/or determining qualifications shall do so in a bona fide and non-discriminatory manner.
- 2.06 Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.
- 2.07 The term “temporary employee” shall mean an employee who is hired for a given term of employment, or who is hired on an irregular basis or who is hired to cover child care leaves, vacation leaves or any other leaves, or for employment during peak load periods. The provisions of this Agreement shall apply to temporary employees only to the extent as specifically set forth in Appendix “A” hereto.

Where a full-time employee is qualified and available to fulfill an Employer requirement during his/her regular hours for a particular show or occasion, a temporary employee will not be used.

The Employer will not use a temporary employee, if by doing so the same directly results in the lay-off of a full-time employee who is qualified to perform the work. Where there is an employee on lay-off who is

qualified to perform a temporary assignment he/she will be recalled to the temporary assignment.

The Employer shall upon receipt of a request in writing by the Union, identify the name of the employee hired as a temporary employee and shall advise as to the job classification to which the employee is assigned.

- 2.08 The term "part-time employee" shall mean an employee who is hired on a regular and recurring and continuous part-time basis with a minimum of four (4) hours tour of duty. The provisions of this agreement shall apply to part-time employees only to the extent as specifically set forth in Appendix "A" hereto.

Except where unusual or unforeseen circumstances prevail, part-time employees shall work less than forty (40) hours per week and not more than six (6) days per week to an average of thirty (30) hours actually worked during any twelve (12) week period. Where a part-time employee accepts employment as a "temporary employee", the hours worked as a temporary employee shall not be included for the purposes of calculating average hours referred to in the preceding paragraph.

- 2.09 The term "independent contractor" shall mean a person who performs work or services for the Employer on such terms and conditions that he/she is not in a position of economic dependence on, and is not under an obligation to perform duties for the

Employer. An “independent contractor” is not subject to the provisions of this agreement.

2.10 The term “Agreement” shall mean this Collective Agreement.

2.11

(a) The term “job classification” or “job” or “position” means a specific job and not a group of jobs. More than one (1) employee may be employed in the same job classification, job or position.

(b) Except in the case of Job Classifications for the purposes of salary provisions, wherever in this Agreement reference is made to job classification(s), job(s) or position(s) for seniority and related provisions (e.g. lay-offs, recall from lay-off, promotions and transfers) the same should mean the following:

Building Cleaner
 Receptionist
 Shipper / Studio Camera
 Studio Camera Operator
 Chyron Operator
 Program Assistant
 VTR Operator
 Floor Director
 Researcher – Leading Edge
 Traffic Co-ordinator
 Collections / A.R. Co-ordinator
 Audio Operator
 Program Co-ordinator

Technical Director
Master Control Operator
Production Editor
Reporter – Leading Edge
Sr. Promotions Producer
Graphic Artist
Creative Services Supervisor
Producer / Director
SNG Truck Operator
Engineering Technician 1
Engineering Technician 2
EFP Camera

- 2.12 The term “group of jobs” shall mean a number of job classifications which are grouped for salary purposes and which are assigned the same salary provisions.
- 2.13 The term “basic hourly rate” shall mean an employee’s regular monthly salary divided by 173.3.
- 2.14 The term “technological change” means:
- a) The introduction by the Employer or the Company into its work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by it in the operation of the work, undertaking or business; and,

- b) A change in the manner in which the Employer or the Company carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.
- 2.15 The term “grievance” means a dispute over the application, administration, interpretation or alleged violation of this Agreement.
- 2.16 Where “volunteers and/or students and/or interns” are performing work within the bargaining unit, they shall be considered as extra persons and shall not be subject to the terms of this agreement. The Employer shall not utilize volunteers and/or students for the express purpose of avoiding the utilization of existing full-time employees. Where such persons are scheduled not as extra persons they shall during such scheduling be considered as part-time employees and as a result, Appendix A hereto shall apply.
- 2.17 The term “basic monthly salary” shall mean the employee’s regular annual salary divided by 12, and excludes overtime and any other payments.
- 2.18 The term “basic weekly salary” or “week’s pay” shall mean the employee’s regular annual salary divided by 52 and excludes overtime and any other payments.

2.19 The term "full-time" employee shall mean an employee who is hired to work the normal hours of work set forth in Article 32 of this Agreement. Except where another category is applicable, all employees covered by this Agreement shall be considered as full-time employees.

ARTICLE 3

BARGAINING UNIT

3.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees employed in the Bargaining Unit described as follows:

“all employees of CanWest Maritime Television – Halifax, a Division of Global Communications Ltd., excluding the General Manager, Business Manager, Traffic Manager, General Sales Manager, Operations Manager, Technical / MIS Manager, Program/Promotions Manager, Chief Engineer, Account Executive, Administrative/Human Resources Co-ordinator, Operations Supervisor, employees employed in the News and Public Affairs Department, Sales Assistant, Producer / Leading Edge.

TAB H

COLLECTIVE AGREEMENT

Between

CHCH, a Division of CanWest MediaWorks Inc.

-and-

Communications, Energy and Paperworkers
Union of Canada and Local 1100



This is Exhibit 8 referred to in the
 affidavit of Peter Murdoch
 sworn before me, this 21st
 day of October 2009

[Signature]
 A COMMISSIONER FOR TAKING AFFIDAVITS

April 1, 2005

to

March 31, 2008

ARTICLE 1 1
Intent 1
ARTICLE 2 2
Relationship 2
ARTICLE 3 3
Definitions..... 3
 3.1 Bargaining Unit..... 3
 3.2.1 Employee 3
ARTICLE 4 10
Management Rights 10
ARTICLE 5 11
Union Rights 11
 5.1 Union Membership and Dues Check-Off..... 11
 5.2.1 Posting of Notices 12
 5.3 Union Access to Premises..... 13
 5.4.1 Reports on Performance..... 13
 5.5.1 Leave of Absence..... 14
ARTICLE 6 15
Grievances..... 15
 6.1.1 Grievance Procedure..... 15
 6.2 Management Grievances..... 17
 6.3 General Grievances..... 17
 6.4.1 Arbitration..... 17
ARTICLE 7 18
No Strikes - No Lockouts..... 18
ARTICLE 8 19
Work Week 19
 8.1.1 Hours and Scheduling of Work 19
 8.2.1 Overtime 20
 8.3 Work on Scheduled Days Off..... 20
 8.4 Tour of Duty 21
 8.5.1 Turnaround..... 21
 8.6 Scheduled Days Off..... 22
 8.7.1 Posting of Schedules..... 22

8.8.1	Change of Schedule	23
8.9	Call Back.....	24
8.10	Night Differential.....	24
8.11	Leadership.....	24
8.12.1	On-Call.....	24
8.13	Alarm Notification.....	25
ARTICLE 9	.....	25
Meal and Rest Periods	.....	25
9.1	Meal Periods	25
9.2	Rest Periods	26
9.3	Long Shift Meal Period.....	26
9.4.1	Meal Allowance	26
9.5	Subsequent Meal Allowance	27
Article 10	.....	27
Safety	.....	27
10.1	General Safety.....	27
10.2	Transmitter Safety.....	27
ARTICLE 11	.....	27
Duties	.....	27
ARTICLE 12	.....	31
Seniority	.....	31
12.1	Probation.....	31
12.2.1	Company Seniority	31
12.3.1	Functional Groups and Lay-Offs.....	31
12.4.1	Re-engagement of Laid-Off Employees.....	37
12.5.1	Loss of Seniority	38
12.6.1	Severance Pay	39
12.8	Temporary Promotion to Supervisor	40
12.9.1	Job Vacancies.....	40
12.10.1	Promotions and Permanent Transfers.....	40
12.11	Trial Period	41
12.12.1	Temporary Transfers.....	41
12.13.1	Employee Requested Transfer.....	42
12.14.1	Discharge Cases	43
ARTICLE 13	.....	43
Vacation and Holidays	.....	43
13.9	Vacation and Holidays.....	50

ARTICLE 14.....	50
Classification and Wage Schedules.....	50
ARTICLE 15.....	57
General Wage Provisions.....	57
ARTICLE 16.....	58
Traveling Expenses.....	58
ARTICLE 17.....	60
Traveling Time Credits.....	60
ARTICLE 18.....	61
Sick Leave.....	61
18.2.1 Early Retirement.....	64
18.3.1 Pension Plan.....	65
18.4.1 Insurance Coverage.....	66
18.4.2 Income Protection:.....	67
18.4.3 Health Insurance.....	67
ARTICLE 19.....	68
Jury Duty.....	68
ARTICLE 20.....	68
Existing Benefits.....	68
20.2 Effective on Date of Ratification:.....	69
ARTICLE 21.....	69
Outside Employment.....	69
ARTICLE 22.....	70
Air Credits.....	70
ARTICLE 23.....	70
Time Limits.....	70
ARTICLE 24.....	70
Technological Change.....	70
ARTICLE 25.....	72
Hand Tools.....	72
ARTICLE 26.....	73
Re-Location.....	73

ARTICLE 27..... 73
Duration 73

This Agreement is made and entered into
this 27th day of May, 2005

Between

CHCH, a Division of CanWest MediaWorks Inc.
hereinafter referred to as the "Company"

of the First Part

and

**Communications, Energy and Paperworkers Union of Canada,
And its Local 1100**

hereinafter referred to as the "Union"

of the Second Part

ARTICLE 1

Intent

- 1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost co-operation and friendly spirit between the Company and its employees, to set forth conditions covering the rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances. To this end, this Agreement is signed in good faith by the two parties.

Relationship

- 2.1 The parties hereto mutually agree that any employee of the Company covered by this Agreement shall have absolute freedom of choice as to joining or not joining the Union. A member of the Union who is employed in a supervisory capacity shall not be held accountable to the Union for any action taken when carrying on such duties for the Company, but this shall not be construed to prevent the filing of a grievance by the Union or any employee by reason of any action taken by any supervisor in carrying on his/her duties for the Company.
- 2.2 The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity on behalf of any labour organization.
- 2.3 The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because of his/her non-membership or lack of activity in any labour organization.
- 2.4 The Union will not engage in the solicitation of Union membership during working hours or hold meetings at any time on company premises without permission from the Company.
- 2.5 The Company agrees that it will not discourage membership in the Union, or attempt to encourage membership in another Union.
- 2.6 The Company agrees that all employees are entitled to certain rights under the Canada Labour Code, and that nothing in this Agreement shall be construed as to deprive Union members of said rights.
- 2.7 Whereas the Parties recognize that both are being confronted with new and increasingly complex situations, both the Union and the Company agree to form a Joint Union/Management Committee. This Committee shall meet quarterly, as a minimum, during each

calendar year, or as requested by either Party, in a sincere effort to establish and maintain a Union/Management relationship without any sacrifice of principle of either Party. This Committee will provide for honest discussion and an efficient way to resolve differences and reach a greater understanding of respective problems.

ARTICLE 3

Definitions

3.1 Bargaining Unit

The Company recognizes the Union as the exclusive bargaining agent for all employees of the employer save and except those at or above the rank of Manager, News Director, Executive Assistant to Vice President and General Manager, Secretary to Vice President-Finance, Secretaries to Vice-Pres.-Sales, Secretary to Vice President Engineering/ Operations Manager, IT Coordinator, IT Network Coordinator, Assistant Manager - News, Sales Persons, Assistant Manager - Sales Service, Executive Producer, Technical Producer, Operations Coordinator, Accounting Supervisor, Program Supervisor, Building Maintenance Person, Payroll and Benefits Administrator, Construction Carpenter, Talent, Freelancers, Casual Employees, Manager Human Resources, Special Projects Coordinator and Executive Assistant to Manager Technologies.

3.2.1 Employee

The term "employee", as used in this Agreement, shall mean any person, either male or female, employed in a classification included within the bargaining unit referred to in Article 3.1. It shall include any person employed in any job or classification created in the future which the parties by mutual consent decide to include within the bargaining unit, provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the Canada Industrial Relations Board (C.I.R.B.).

TAB I

L815 M
123

COLLECTIVE AGREEMENT -

between

CH VANCOUVER ISLAND
a Division of Global Television Network Inc.
CHEK TV

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA - CLC

March 1, 2004 to February 28, 2007

PARTIES

This Agreement is made and entered into this 15TH day of JANUARY, A.D., 2004.

BETWEEN: CH VANCOUVER ISLAND, A DIVISION OF GLOBAL TELEVISION NETWORK INC.,

hereinafter referred to as "The Company"

Party of the First Part

AND: COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA - CLC,

hereinafter referred to as "The Union"

Party of the Second Part

.....

ARTICLE 1

Intent

1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost co-operation and friendly spirit between the Company and its employees to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable adjustment of grievances. To this end, this Agreement is signed in good faith by the two parties.

1.2 To this end, the Union agrees that it will co-operate with the Employer in the observance of the provisions of this Agreement and of the Employer's regulations pertaining to Employees, and to maintain at all times in its negotiations with the Employer and in its discussions with individual employees the concept that each Employee shall give a fair return of his services.

ARTICLE 2

Definition of Bargaining Unit

2.1 The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit defined by the Canada Labour Relations Board in its decision of June 3rd, 1965 certifying NABET and any amendments thereto as mutually agreed by the parties, or as ordered by the Canada Industrial Relations Board or in any of the positions listed in the wage schedule in this contract.

2.2 The Company will bargain collectively with the Union, as required by the certification above referred to, in respect to rates of pay, wages, hours and conditions of work for all employees as set out in 2.1.

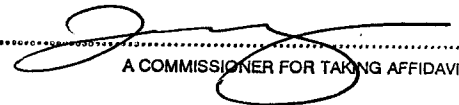
ARTICLE 3

Employee

3.1 The term "employee" as used in the Agreement shall mean any person, either male or female, employed in a classification included within the bargaining unit referred to in Article 2.1. It shall include any person employed in any job or classification created in the future which the parties by mutual consent decide to include within the bargaining unit. Provided that where mutual consent is not reached, such failure shall not become a subject for grievance under this Agreement, but may be referred by either party to the Canada Industrial Relations Board.


3.1.1 Wherever in the wording of the Agreement the masculine gender is used, it shall be understood to include the feminine gender.

This is Exhibit 9 referred to in the affidavit of Peter Murdoch sworn before me, this 21st day of October, 2009


A COMMISSIONER FOR TAKING AFFIDAVITS

TAB J

This is Exhibit 10 referred to in the affidavit of Peter Murdoch sworn before me, this 21st day of October 2009


A COMMISSIONER FOR TAKING AFFIDAVITS

COLLECTIVE AGREEMENT

B E T W E E N :

GLOBAL SASKATOON (CFSK-TV)
A division of Global Communications Limited

(hereinafter referred to as "the Company"),

PARTY OF THE FIRST PART,

- and -

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA (CEP)
LOCAL 5149-M

(hereinafter referred to as "the Union"),

PARTY OF THE SECOND PART.

(Effective from January 1, 2004 and shall remain in force until December 31, 2007)

INDEX

<u>ARTICLE</u>	
1	Intent
2	Bargaining Unit
3	Definitions
4	Management rights
5	Membership and Dues
6	Notices to Union
7	Union Access to Premises
8	Bulletin Board
9	Leave for Union Activities
10	Non-discrimination
11	No Work Stoppage - No Lock-out
12	Union Activities
13	Non-Competition/Non Extra-Curricular Activity
14	Grievance Procedure
15	Arbitration Procedure
16	Expressions of Dissatisfaction
17	Seniority
18	Probationary Employees
19	Promotions and Transfers
20	Dismissals, Resignations & Release from Employment
21	Lay-offs
22	Re-engagement of Laid Off Employees
23	Technological Change
24	Sick Leave
25	Employee Benefits
26	Leave for Child Care Responsibilities
27	Bereavement Leave
28	Jury and Witness Duty
29	Automobile Expense/Travel
30	Location Definitions and Expenses
30A	Clothing Allowance
31	Travel Arrangements
32	Annual Vacations
33	General Holidays
34	Scheduling of Christmas and New Year's Day
35	Work Week/Tour of Duty
36	Over-time

Continued.....

INDEXARTICLE

37	Posting of Schedules
38	Days Off
39	Work on Scheduled Days Off
40	Turn-Around
41	Call-back
42	Upgrading
43	Night Differential
44	Meal Provisions
45	Coffee Arrangement
46	Excessive Hours and Safety
47	General Provisions
48	Salaries
49	General Salary Provisions
50	Transfer of Work
51	Duration of Agreement
	Letter of Understanding - Anchors
	Appendix "A" - Part-time Employees, General
	Appendix "A" - Article 1A - Seniority
	Appendix "A" - Article 2A - Full-Time Opportunities
	Appendix "A" - Article 3A - Lay-Offs
	Appendix "A" - Article 4A - Annual Vacations
	Appendix "A" - Article 5A - General Holidays
	Appendix "A" - Article 6A - Over-time
	Retirement Plan
	Letter of Intent - Employee Benefit (Part-time and/or Casual)

ARTICLE 1**INTENT**

- 1.1 It is the purpose of this Agreement, in recognizing a common interest between the Company and the Union in promoting the utmost cooperation and friendly spirit thereby creating a productive, efficient, and harmonious working environment between the Company and its employees to set forth conditions covering rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a procedure for prompt and equitable disposition of grievances.
- 1.2 It is also the purpose of this Agreement, in recognizing a common interest between the Company and the Union, to provide for the efficient operation of the station with full regard to economy of operation and the quality and quantity of work performance.
- 1.3 To these ends, this Agreement is signed in good faith by the parties.

ARTICLE 2**BARGAINING UNIT**

2.1 The Company recognizes the Union as the sole and exclusive bargaining agent for all persons employed in the unit as defined by the Canadian Industrial Relations Board certifying the Union and any amendments to the Unit as mutually agreed to by the parties. The employees covered by this Agreement shall be: all employees of The Company, excluding General Manager/Sales Manager, Executive Assistant, Sales Supervisor, News Director, Production/Promotion Manager, Marketing Consultant and Director of Engineering.

2.2 Nothing in this agreement or otherwise precludes the Company from utilizing non-bargaining unit personnel to perform bargaining unit work to the extent the Company has done so prior to the signing of this agreement.

Subject to Article 50 (Transfer of Work Provision), no full-time bargaining unit employee who was a member of the bargaining unit as of July 1, 1992 and who was in the employ of the Company as of that date, shall be laid-off as a direct result of the Company extending the utilization of non-bargaining unit personnel to perform bargaining unit work.

TAB K

MEMORANDUM OF AGREEMENT

between:

CIHF-NS Operations

(hereinafter called "the Employer")

- and -

Communications, Energy and Paperworkers Union of Canada

(hereinafter called "the Union")

This is Exhibit 11 referred to in the affidavit of Peter Murchick sworn before me, this 21st day of October 2009

[Signature] A COMMISSIONER FOR TAKING AFFIDAVITS

TERMS OF SETTLEMENT

We, the negotiating committees for these parties hereby confirm that we have agreed as to Terms of Settlement for a new Collective Agreement between the parties to replace the agreement expiring October 31, 2005.

The new Collective Agreement consists of the Collective Agreement, which expired October 31, 2004, amended only to the extent as set forth in the attached Appendices.

The Terms of Settlement shall only be binding on the parties if and when the same have been ratified by the members of the Bargaining Unit. The Union's negotiating committee undertakes to recommend these terms of settlement for acceptance to the members of the bargaining unit and the Company's negotiating committee undertakes to recommend these terms of settlement for acceptance to the Executive Management of the Company.

The Union agrees to notify the Employer, in writing, on or before January 26, 2006 as to whether or not the Terms of Settlement have been ratified by the members of the Bargaining Unit.

Dated at Dartmouth, Nova Scotia this 26 day of January, 2006

FOR THE EMPLOYER:

[Signature: Barry Stammers]

DATE: Jan 27/06

FOR THE UNION:

[Signature]

DATE: Jan 27/06

HALIFAX OPERATIONS**ARTICLE 46****DURATION OF AGREEMENT**

This Agreement shall commence on November 1, 2005 and shall remain in force until October 31, 2006, and shall be renewed automatically from year to year thereafter, unless either party notified the other by registered mail, not more than four (4) months and not less than thirty (30) days prior to the date of expiry, or subsequent anniversary of such date, of its intention to modify this Agreement. In the event such notice is given, the Agreement shall continue in full force, until a new Agreement is concluded or until the requirements of the Canada Labour Code relating to strike or lockout have been met, whichever occurs first.

TAB 9



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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	TUESDAY, THE 6 TH DAY
)	
MADAM JUSTICE PEPALL	)	OF OCTOBER, 2009

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

Applicants

INITIAL ORDER

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

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

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

SERVICE

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

APPLICATION

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

PLAN OF ARRANGEMENT

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

POSSESSION OF CMI PROPERTY AND OPERATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESTRUCTURING

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

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

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE CMI ENTITIES OR THE CMI PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

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

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

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

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

NON-DEROGATION OF RIGHTS

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

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

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

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

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

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

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

APPOINTMENT OF MONITOR

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

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

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

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

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

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

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

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

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

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

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

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

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

CHIEF RESTRUCTURING ADVISOR

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

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

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

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

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

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

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

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

DIP FINANCING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

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

First – CMI Administration Charge;

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

Third – CMI DIP Charge; and

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

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

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

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

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

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

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

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

APPROVAL OF FINANCIAL ADVISOR AGREEMENT

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

KEY EMPLOYEE RETENTION PLANS

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

63. THIS COURT ORDERS that the Confidential Supplement be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice which sets out the title

✓ and the letter agreement dated
December 19, 2008 referred to in
paragraph 61 herein ✓

STP

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

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

POSTPONEMENT OF ANNUAL GENERAL MEETING

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

FOREIGN PROCEEDINGS

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

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

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

SERVICE AND NOTICE

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

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

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

GENERAL

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

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

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

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

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



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

OCT 06 2009

PER / PAR: 

Joanne Nicoara
Registrar, Superior Court of Justice

SCHEDULE "A"**Applicants**

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

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

SCHEDULE "B"**Partnerships**

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

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

Court File No:

APPLICANTS

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

INITIAL ORDER

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

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

Edward A. Sellers (LSUC#: 30110F)

Tel: (416) 862-5959

Jeremy E. Dacks (LSUC#: 41851R)

Tel: (416) 862-4923

Fax: (416) 862-6666

Lawyers for the Applicants

F. 1114233

TAB 10

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36 as amended

AND IN THE MATTER OF a Proposed Plan of Compromise or Arrangement of Canwest Global Communications Corp. and the other Applicants listed on Schedule "A"

APPLICANTS

**AFFIDAVIT OF GAIL MISRA
(Sworn October 21, 2009)**

I, Gail Misra, of the City of Toronto, Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Partner at the law firm of CaleyWray Labour/Employment Lawyers ("CaleyWray"). I swear this affidavit in support of the motion for, inter alia, a representative order and funding in respect to current and former members of the Union, including pensioners, employed or formerly employed by the Applicants ("Current and Former Members") in the proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), the *Bankruptcy and Insolvency Act* (the "BIA") or in any other proceeding which has been or may be brought before this Honourable Court (collectively, the "Proceedings").
2. As a Partner at CaleyWray, I have knowledge of the matters to which I hereinafter depose except where stated to be based on information and belief.

3. CaleyWray has acted and currently acts as counsel on behalf of unions and/or pensioners in a number of CCAA/restructuring, bankruptcy, and insolvency cases involving large companies. These most recently include the Air Canada, Smurfit Stone, Korex Don Valley, Nortel Networks, Quebecor, and Grant Forest Products restructuring and insolvency proceedings.
4. The law firm is comprised of eleven (11) lawyers, all specializing in the area of labour and employment law. Harold Caley and Michael Church, two of the senior partners, have considerable experience in the pension and benefits area. Gail Misra, Micheil Russell, Jesse Kugler and I have experience in CCAA, bankruptcy, and insolvency matters.
5. There are ten highly experienced administrative and support staff employed at the law firm who are capable of managing large files and implementing any necessary large scale organization, including file management and communications. In particular the firm has the capability to process a large volume of retainers and/or member information; maintain a database of retainers and/or member information; prepare reports to the Union and retiree representatives; distribute mass mailings and e-mails; set up a website link to provide detailed information to Current and Former Members about the Applicants' CCAA process, along with the answers to frequently asked questions, and, if necessary, administer a telephone hotline for Current and Former Members.
6. I make this affidavit in good faith and in support of the motion to, *inter alia*, appoint the Union as representative for all Current and Former members who were employees of Fraser Paper and CaleyWray as representative counsel, and for no improper purpose.

SWORN before me at the City of Toronto, in the Province of Ontario, this 21th day of October, 2009.

Dennis Ellidson

A Commissioner for taking affidavits.

Gail Misra

Gail Misra

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

Applicant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF GAIL MISRA

CaleyWray

Labour/Employment Lawyers
1600 - 65 Queen Street West
Toronto, Ontario M5H 2M5

Douglas J. Wray (LSUC #18023C)

Tel: 416- 775-4673

Fax: 416-366-3293

wrayd@caleywrap.com

Jesse Kugler (LSUC #55269V)

Tel: 416-775-4677

Fax: 416-366-3293

kuglerj@caleywrap.com

Lawyers for the Communications, Energy
and Paperworkers Union of Canada

TAB 11

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF the *Companies' Creditors
Arrangement Act*, R.S.C. 1985, c.C-36 as amended**

**AND IN THE MATTER OF a Proposed Plan of Compromise
or Arrangement of Canwest Global Communications
Corp. and the other Applicants listed on Schedule "A"**

APPLICANTS

ORDER

THIS MOTION, made by the Communications, Energy and Paperworkers Union of Canada (the "Union") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Records of the Union and on hearing submissions of counsel for the Union, the Applicants, the Monitor and other parties:

1. **THIS COURT ORDERS**, if necessary, that time for service of the notice of motion and the motion record is hereby abridged and service of the motion record by the Union is validated, such that this motion is properly returnable on October 27, 2009.
2. **THIS COURT ORDERS** that the Union is hereby appointed represent current and former members of the Union, including pensioners, employed or formerly employed by the Applicants ("Current and Former Members") in the proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), the *Bankruptcy and Insolvency Act* (the "BIA") or in any other proceeding which has been or may be brought before this Honourable Court (the "Proceedings"). The Union may

determine, advance and compromise any and all claims of its Current and Former Members claims which have arisen or may arise at law or equity or under federal or provincial legislation, including but not limited to actual or deemed trust claims, secured or unsecured claims under the BIA, contractual claims, and any claims arising under the applicable collective agreements, provincial employment standards, pension, human rights, workplace safety and insurance legislation which may be made against the Applicants or its estate, as the case may be, relating to or arising out of the Current and Former Members employment with the Applicants (the "Claims"). For Greater Clarity, the Union does not represent CHCH Retirees.

3. **THIS COURT ORDERS** that CaleyWray is hereby appointed as counsel for the Current and Former Members in the Proceedings for all matters relating to the Claims and any issues affecting the Current and Former Members in the Proceedings.
4. **THIS COURT ORDERS** that all reasonable legal, actuarial and financial expert and advisory fees and all other incidental fees and disbursements, as may have been or shall be incurred by the Union and their counsel in connection with the Proceedings, shall be paid by the Applicants on a bi-weekly basis, forthwith upon the rendering of accounts.
5. **THIS COURT ORDERS** that the property of the Applicants is subject to a security or charge in the amount of \$200,000, or such other amount as this Honourable Court deems appropriate, in respect of the fees and expenses of the Union incurred in connection with retaining any financial, legal or other experts necessary in order to effectively participate in the Proceedings.

6. **THIS COURT ORDERS** that the Applicants shall forthwith provide to the Union and their counsel, without charge:
 - (i) The names, last known addresses and last known email addresses (if any) of all the Current and Former Members, whom they represent, as well as applicable data regarding their entitlement, subject to a confidentiality agreement and to only be used for the purposes of the Proceedings;
 - (ii) All documents and data, including generally those pertaining to the various pension, benefit, and severance and termination payments and other arrangements for group health, life insurance, retirement and severance payments, including up to date financial information regarding the funding and investments of any of these arrangements; and
 - (iii) Any other documents relevant to the Claims.
7. **THIS COURT ORDERS** that notice of the granting of this Order may be provided to the Current and Former Members in such form and under such terms and conditions as deemed appropriate by the Union and this Honourable Court.
8. **THIS COURT ORDERS** that the Union, or their counsel on their behalf, are authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any Court, regulatory body and other governmental ministry, department or agency, and to take all such steps are necessary or incident thereto.
9. **THIS COURT ORDERS** that any individual Former Member who does not wish to be bound by this Order and all other Orders which may subsequently be made in the Proceedings shall, within 30 days of receiving notice of this Order, notify the Monitor, the Applicants and CaleyWray in writing, and shall thereafter represent themselves as an independent individual party to these proceedings.

10. **THIS COURT ORDERS** that the Current and Former Members bound by this Order specifically exclude:

- (i) Any employee of the Applicants, current or former, that is not or was not a member of the Union.

11. **THIS COURT ORDERS** that the Union and CaleyWray shall have no liability as a result of their respective appointment or the fulfilment of their duties in carrying out the provisions of this Order save and except for any gross negligence or unlawful misconduct on their part.

12. **THIS COURT ORDERS** that the Union shall be at liberty and are authorized at any time to apply to this Honourable Court for advice and directions in the discharge or variation of their powers and duties.

13. **THIS COURT ORDERS** that the Claims Bar Date be extended in respect of Claims filed by the Union and the Current and Former Members from November 19, 2009 to a date and time deemed appropriate by this Honourable Court.

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

Applicant

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

ORDER

CaleyWray

Labour/Employment Lawyers
1600 - 65 Queen Street West
Toronto, Ontario M5H 2M5

Douglas J. Wray (LSUC #18023C)

Tel: 416- 775-4673

Fax: 416-366-3293

wrayd@caleywray.com

Jesse Kugler (LSUC #55269V)

Tel: 416-775-4677

Fax: 416-366-3293

kuglerj@caleywray.com

Lawyers for the Communications, Energy
and Paperworkers Union of Canada

In the matter of the Companies' Creditors Arrangement Act,
R.S.C. 1985, C.c-36, as amended

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

Court File No. M38188

COURT OF APPEAL FOR ONTARIO

MOTION RECORD

CaleyWray

Labour/Employment Lawyers
1600 - 65 Queen Street West
Toronto, Ontario M5H 2M5

Douglas J. Wray (18023C)

Email: wrayd@caleywright.com
Tel: 416-775-4673
Fax: 416-366-3763

Jesse Kugler (52532R)

kuglerj@caleywright.com
Tel : 416-775-4677
Fax: 416-366-3293