

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

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

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

APPLICANTS

**MOTION RECORD
OF THE COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
(Motion Returnable February 17, 2010)**

February 11, 2010

CaleyWray

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TO: SERVICE LIST

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**ONTARIO
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AND THE OTHER APPLICANTS LISTED ON SCHEDULE "A"**

Applicant

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TAB 1

**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 February 17, 2010)

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 February 17, 2010 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. **AN ORDER**, if necessary, that service of the Union's motion record, factum and brief of authorities is validated, such that this motion is properly returnable on February 17, 2010.
2. **AN ORDER** directing the Applicants to immediately satisfy all obligations in respect of severance payments in accordance with the terms of the applicable

collective agreements to members of the Union that rendered services to the Applicants after the date of the Initial Order.

3. **AN ORDER** directing the Applicants to establish a process to enable former employees that are experiencing financial hardship to apply for immediate payment on account of their future claim distributions in the Applicants' CCAA proceedings.

THE GROUNDS FOR THE MOTION ARE:

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 Applicants laid off or provided notice of layoff to approximately thirty-five (35) members of the Union in or around the filing of Initial Order (the "Affected Members"). The Affected Members were employed in the Applicants' operations located in Calgary (8 members), Kelowna (9 members), Saskatoon (9 members) and Ontario (9 members).
3. The Affected Members employed in connection with the Calgary and Ontario operations were all on lay off and receiving severance payments as of the date of the Initial Order. Although additional severance payments remained outstanding, the Applicants discontinued all such payments to the Affected Members employed at the Calgary and Ontario operations as of the date of the Initial Order.
4. The Affected Members employed in connection with the Kelowna and Saskatoon operations all received notices of layoff with effective dates that fell subsequent to the date of the Initial Order. Accordingly, all of the Affected Members employed at the Kelowna and Saskatoon continued to render services to the Applicants after the date of the Initial Order. However, and notwithstanding the

provision of services to the Applicants after the date of the Initial Order, when the Affected Members at the Kelowna and Saskatoon operations reached their respective lay-off dates the Applicants refused to comply with their obligations to make severance payments in accordance with the terms of the applicable collective agreements.

5. The Affected Members have suffered financial hardship as a result of the Applicants' refusal to comply with the terms of the applicable collective agreements.
6. Section 11 of the CCAA.
7. Section 11.01 of the CCAA.
8. 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. The Affidavit of Robert Lumgair sworn January 6, 2010;
2. The Affidavit of Carol MacGregor sworn January 7, 2010
3. The Affidavit of Steve Barker sworn January 7, 2010;
4. The Affidavit of Patrick Vanderburg sworn January 7, 2010;
5. The Affidavit of David Lewington sworn February 7, 2010; and
6. Such further and other material as counsel may advise and this Honourable Court may permit.

February 11, 2010

CaleyWray

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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, et. al.

Applicants

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

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Lawyers for the Communications, Energy
and Paperworkers Union of Canada

TAB 2

**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 ROBERT LUMGAIR
(Sworn January 6, 2010)**

I, Robert Lumgair, of Gabriola Island, of the Regional District of Nanaimo, Province of British Columbia, **MAKE OATH AND SAY:**

1. I am a National Representative employed by the Communications, Energy and Paperworkers Union of Canada (the "CEP"), and as such I have knowledge of the matters to which I hereinafter depose except where stated to be based on information and belief, and where so stated I verily believe them to be true.

Background

2. CEP is the certified bargaining agent for employees of the Applicant's conventional television stations known as Global BC, CHBC Kelowna, Global

Calgary, Global Edmonton, Global Lethbridge, Global Saskatoon, Global Winnipeg, Global Toronto, and Global Maritimes.

3. I am presently a CEP National Representative. I have over 35 years experience in the broadcast television industry, including over 25 years as a union representative.
4. My assignment as National Representative includes direct responsibility for servicing the CEP bargaining units representing the Applicant's employees at Global BC, CHBC News, Global Calgary, Global Edmonton, and Global Lethbridge. In addition, I am assigned to work with CEP Local M-1, which also includes the bargaining units in relation to employees at Global Saskatoon, Global Winnipeg, Global Toronto, and Global Maritimes. As a result, I have broad exposure to issues affecting unionized employees at all of these stations.
5. As a union representative I have extensive experience negotiating collective agreements on behalf of employees in the broadcast industry, and have direct experience negotiating collective agreements between the CEP and the Applicants (and its predecessors).

Severance Pay and Collective Bargaining

6. As a union representative with experience negotiating collective agreements, I have particular experience negotiating provisions in relation to severance pay. In my experience, employees place much value on severance pay provisions in a collective agreement, and the negotiation of such provisions (or the enhancement of existing severance provisions) is often a key focus of collective bargaining.

7. In my experience, employees view the right to severance pay under a collective agreement as one of the primary benefits of unionization and of working under the terms of a collective agreement.
8. It has also been my experience that employees view their entitlement to severance pay upon termination as the *quid pro quo* for their years of service with the employer. In that manner, employees consider the promise of severance pay to be part of their total compensation package. In many cases, because the entitlement to severance pay typically increases with years of service, severance pay also serves as an incentive for employees to remain in the employ of a particular employer.

The Calgary Severance Claims

9. In July and August of 2009, a number of layoffs were announced at Global Calgary, affecting eight (8) employees. In each case, the effective layoff date was in August or September of this year.
10. As a result of those layoffs, the affected employees became entitled to severance pay and other benefits under the collective agreement.
11. In particular, Articles 23.3 and 23.3.1 of the collective agreement provide as follows:

23.3 In the event of lay-offs, employees affected will receive six (6) weeks' written notice or six (6) weeks' salary in lieu of notice, plus severance pay, and accrued vacation pay.

23.3.1 In the event of lay-offs, under either Articles 23 or 27, employees affected will receive two (2) weeks severance for each completed year of service up to seven (7) years, and three (3) weeks severance pay for each completed year of service, beyond seven (7) years, to a maximum of fifty-two weeks.

12. Notwithstanding the provisions of the collective agreement, the employer unilaterally decided to make severance payments by way of "salary continuance"; that is, it would continue to pay the employees' regular salary, after the employees were laid off, until the employer's severance obligations were exhausted.
13. In response, the CEP filed a grievance in relation to the employer's failure to pay out severance claims on a "lump sum" basis. A copy of that grievance is attached as Exhibit "A".
14. I am advised by Wayne Seibel, President of CEP Local M-1 (Calgary), that on October 6, 2009, when the Applicant obtained the Initial Order pursuant to the CCAA, the Applicants immediately discontinued all of the "salary continuance" payments. As a result, much of the severance pay remains unpaid.
15. I am advised by Mr. Seibel that the particulars of the affected employees and their claims are as follows:
 - (a) Jeannene Bartolome was given notice of layoff on July 22, 2009, effective August 31, 2009. Her total severance claim was \$5586.26. She is still owed \$1954.53. A copy of her layoff notice is attached as Exhibit "B".
 - (b) Caitlin Fullerton was given notice of layoff on August 12, 2009, effective September 23, 2009. Her total severance claims was \$1770.28. A copy of her layoff notice is attached as Exhibit "C".
 - (c) Megan Keough was given notice of layoff on July 22, 2009, effective August 31, 2009. Her total severance claim was \$3271.96. A copy of her layoff notice is attached as Exhibit "D".
 - (d) Carol MacGregor was given notice of layoff on July 22, 2009, effective August 31, 2009. Her total severance claim was \$21,627.07. She is still owed \$18,076.99. A copy of her layoff notice is attached as Exhibit "E".

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- (e) Liz Nomland was given notice of layoff on July 22, 2009, effective August 31, 2009. Her total severance claim was \$4117.52. A copy of her layoff notice is attached as Exhibit "F".
 - (f) Linda Salloum was given notice of layoff on July 22, 2009, effective August 31, 2009. Her total severance claim was \$9762.68. A copy of her layoff notice is attached as Exhibit "G".
 - (g) Keith Siemens was given notice of layoff on August 25, 2009, effective September 1, 2009. His total severance claim was \$7545.28. A copy of his layoff notice is attached as Exhibit "H".
 - (h) Nadia Smadya was given notice of layoff on August 12, 2009, effective September 23, 2009. Her total severance claim was \$7042.33. Ms. Smadya was recalled to work at Global Calgary. A copy of her layoff notice is attached as Exhibit "I".
 - (i) Dolly Senger left Global Calgary under a voluntary severance agreement in December 2008, the terms of which provided for periodic payments in the nature of "salary continuance" until December 31, 2009, which was to be her effective termination date. Ms. Senger is still owed \$14279.22. A copy of her severance agreement is attached as Exhibit "J".

The Kelowna Severance Claims

- 16. On September 3, 2009, a number of layoffs were announced at CHBC in Kelowna, affecting nine (9) employees. In each case, the effective layoff date was in either mid October or December of this year.
- 17. As a result of those layoffs, the affected employees became entitled to severance pay and other benefits under the collective agreement.

18. Article 20.3.1 of the collective agreement provides as follows:

In the event that an employee who has completed their probationary period is laid off, he/she shall receive severance of two (2) weeks pay for each completed year of continuous service up to seven (7) years, and three (3) weeks severance pay for each completed year of continuous service beyond seven (7) years, to a maximum of fifty-two (52) weeks severance pay. Up to two (2) weeks of the total may be actual notice with the balance paid in a single lump sum or in payments agreeable between the employee and the Company. In the event of a temporary layoff not longer than eight (8) weeks, where the is guaranteed to be recalled, there shall be no requirement to pay severance pay.

19. As was done in Calgary, the employer unilaterally decided to make severance payments by way of "salary continuance". The employer did not seek the employees' agreement to pay out severance claims through periodic payments.
20. In response, the CEP filed a series of grievances in relation to the employer's failure to pay out severance claims on a "lump sum" basis. A copy of those grievances is attached as Exhibit "K".
21. I am advised by Jim Failes, President of CEP Local M-1 (Kelowna), that because of the Initial Order obtained on October 6, 2009, the Applicants took the position that they could not pay any of the severance payments. As a result, all of the severance pay remains unpaid.
22. Notwithstanding the fact that no severance has been paid, I am advised by Mr. Failes that all of the affected employees continued to work beyond October 6, 2009, when the Initial Order was obtained, and that each of them remained employed up to their effective termination dates.

23. I am advised by Mr. Failes that the particulars of the affected employees and their claims are as follows:

- (a) Kelsey Chase was given notice of layoff on September 3, 2009, effective October 15, 2009. The total severance claim was \$1771.90, which remains unpaid. A copy of the layoff notice is attached as Exhibit "L".
- (b) Steve Barker was given notice of layoff on September 3, 2009, effective December 3, 2009. His severance pay, notice pay, and retraining allowance totalled \$87,725.60, which remains unpaid. A copy of his layoff notice is attached as Exhibit "M".
- (c) Sandy Dawson was given notice of layoff on September 3, 2009, effective October 15, 2009. The total severance claim was \$19,864.20, which remains unpaid. A copy of the layoff notice is attached as Exhibit "N".
- (d) Robert Engel was given notice of layoff on September 3, 2009, effective October 15, 2009. His total severance claim was set by the employer as being \$19,864.20 (which the CEP disputes). That amount remains unpaid. A copy of his layoff notice is attached as Exhibit "O".
- (e) Kirk Mitchell was given notice of layoff on September 3, 2009, effective October 15, 2009. His total severance claim was \$45,843.20, which remains unpaid. A copy of his layoff notice is attached as Exhibit "P".
- (f) Corey Pausch was given notice of layoff on September 3, 2009, effective December 3, 2009. His severance pay, notice pay, and retraining allowance totalled \$57,896, which remains unpaid. A copy of his layoff letter is attached as Exhibit "Q".
- (g) Tim Peeling was given notice of layoff on September 3, 2009, effective October 15, 2009. His total severance claim was \$1743.20, which remains unpaid. A copy of his layoff notice is attached as Exhibit "R".

- (h) Patrick Vanderburg was given notice of layoff on September 3, 2009, effective December 10, 2009. His severance pay, notice pay, and retraining allowance totalled \$95,381.20, which remains unpaid. A copy of his layoff notice is attached as Exhibit "S".
- (i) Scott Vanderburg was given notice of layoff on September, 3, 2009, effective December 3, 2009. His severance pay, notice pay, and retraining allowance totalled \$5713.35, which remains unpaid. A copy of his layoff notice is attached as Exhibit "T".

The Saskatoon Severance Claims

- 24. On November 12, 2009, the employer announced the layoff of nine (9) employees at Global Saskatoon, effective November 30, 2009.
- 25. As a result of those layoffs, the affected employees became entitled to severance pay and other benefits under the collective agreement.
- 26. The employer set the severance claims of the laid-off employees as follows:
 - (a) Cheryl Osler: \$819.73. A copy of her layoff notice and enclosed Notice of Claim are attached as Exhibit "U".
 - (b) Chuck LaFerriere: \$29,573.25. A copy of his layoff notice and enclosed Notice of Claim are attached as Exhibit "V".
 - (c) Ross Miller: \$17,480.71. A copy of his layoff notice and enclosed Notice of Claim are attached as Exhibit "W".
 - (d) David Giles: \$14,199.40. A copy of his layoff notice and enclosed Notice of Claim are attached as Exhibit "X".

- (e) Devin Sauer: \$1322.20. A copy of his layoff notice and enclosed Notice of Claim are attached as Exhibit "Y".
 - (f) Jay Newton: \$12,564.62. A copy of his layoff notice and enclosed Notice of Claim are attached as Exhibit "Z".
 - (g) Collin Konrath: \$10,069.67. A copy of his layoff notice and enclosed Notice of Claim are attached as Exhibit "AA".
 - (h) Warren Hall: \$2140.97. A copy of his layoff notice and enclosed Notice of Claim are attached as Exhibit "BB".
 - (i) Christopher Stanton: \$317.70. A copy of his layoff notice and enclosed Notice of Claim are attached as Exhibit "CC".
27. The CEP disputes the employer's assessment of the amount owed to Ms. Osler. The CEP says she is owed \$8129.
28. I am advised by David Giles, President of CEP Local 5149 (representing employees at Global Saskatoon), that the affected employees were advised that because of the Initial Order obtained October 6, 2009, no severance pay would be paid to the laid-off employees. As a result, all of the severance pay remains unpaid.
29. Notwithstanding the fact that no severance has been paid, I am advised by Mr. Giles that all of the affected employees continued to work to their effective termination date of November 30, 2009.
30. I am also advised by Mr. Giles that the employer promised the laid-off employees a retention bonus if they continued to work until their termination date, and that this bonus would be paid on their final paycheques. This amount was to be in addition to the employees' regular wages. For instance, Mr. Giles received a bonus of approximately \$5400.

31. I am also advised by Mr. Giles that subsequent to the November 12, 2009 announcement, the layoffs in relation to David Giles and Devin Sauer were rescinded. I am advised that Mr. Giles and Mr. Sauer still received their retention bonuses, despite their layoffs having been rescinded.
32. I make this affidavit in good faith and in support of the CEP's motion in relation to severance pay, and for no improper purpose.

SWORN before me at the City of Vancouver, in the Province of British Columbia, this 6th day of January, 2010.



A Commissioner for taking affidavits.



Robert Lumgair

DEBRA L. BURTON
Barrister & Solicitor
#650-1190 Melville Street
Vancouver, B.C.
V6E 3W1

TAB A

This is Exhibit "A" referred to in the affidavit of Robert Lumgaire sworn before me at Vancouver, BC this 6 day of January, 2010.

**CEP Local M1-Calgary.
Grievance Form**

M. W. Butler
A Commissioner for taking Affidavits
for British Columbia

GRIEVANCE FORM

C.E.P. Local 88-M

Grievance #09.10

Company: Global Calgary

Date of Occurance: Policy Grievance.

Date of Filing: August 26, 2009

Nature of Grievance: The Company is refusing to correctly payout severance to laid off bargaining unit employees.

Settlement Desired: The Company will pay the affected employees their severance in a lump sum on the date of layoff.

Article 23.3 and all related Articles in the current Collective Agreement.

(Union Officer Signature)

TAB B

This is Exhibit "B" referred to in the
 affidavit of Robert Lumgair
 sworn before me at Vancouver, BC
 this 6 day of January, 2010.

PERSONAL & CONFIDENTIAL

August 25, 2009


 A Commissioner for taking Affidavits
 for British Columbia

WITHOUT PREJUDICE

Jeannene Bartolome
 768 Acadia Drive SE
 Calgary, Alberta
 T2J 0C5

Dear Jeannene:

On July 22, 2009 you received formal notice of layoff from Global Calgary effective August 31, 2009. This letter details the terms of your severance arrangements calculated effective as of August 31, 2009.

To assist you in your transition to new employment, the Company is offering you the following arrangements:

1. Notice of Layoff

In accordance with the collective agreement, you are eligible to receive an additional two (2) days' pay in lieu of notice. This notice of layoff is inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code.

2. Severance Pay

In accordance with the collective agreement, you are eligible to receive pro-rated severance of two (2) weeks for each year of service up to seven (7) years, and three (3) weeks for each year of service, beyond seven (7) years to a maximum of fifty-two (52) weeks.

Your entitlement to severance pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code. For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

2.6 Years of Service x 2/5 of Weekly Base Salary of \$1,024.80 = \$1,065.79

Or

5/5 of Weekly Base Salary = \$1,024.80

3. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

4. Vacation Pay

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to August 31, 2009. As at the date hereof, you had accrued approximately 2.75 vacation days and would, subject to adjustment as at August 31, be entitled to an estimated payment of \$562.62 in respect of your vacation entitlement (your "Vacation Pay"). Vacation will be paid to you in a single lump sum payment on pay period of August 31, 2009.

5. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of 6 months or until you are eligible for benefits at a new place of employment.

6. Career Transition Program

In order to assist you in your transition to new employment, you will receive career transition services from KWA Partners. Please contact Elizabeth Wade at 403.777.2388 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

7. Salary Continuance and Payment Schedule

In light of the Company's current financial constraints, payment of your Severance Pay (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing September 1, 2009 and ending October 8, 2009. Payments during these 5.57 weeks will total \$5,586.26 and shall be paid to you on the same timing and frequency as your current pay schedule.

Jeannene, please accept our thanks for your valuable contribution to EI Marketing and Global Calgary. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,



Brad Parry

Vice President, EI Marketing Canada

cc: Human Resources

TAB C

This is Exhibit "C" referred to in the affidavit of Robert Lumgair sworn before me at Vancouver, BC this 6 day of January, 2010

PERSONAL & CONFIDENTIAL

August 25, 2009


A Commissioner for taking Affidavits
for British Columbia

WITHOUT PREJUDICE

Caitlin Fullerton
435 Cranston Drive SE
Calgary, Alberta
T3M 0C2

Dear Caitlin:

On August 12, 2009 you received formal notice of layoff from Global Calgary effective September 23, 2009. This letter details the terms of your severance arrangements calculated effective as of September 23, 2009.

To assist you in your transition to new employment, the Company is offering you the following arrangements:

1. Notice of Layoff

This notice of layoff is inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code.

2. Severance Pay

In accordance with the collective agreement, you are eligible to receive pro-rated severance of two (2) weeks for each year of service up to seven (7) years, and three (3) weeks for each year of service, beyond seven (7) years to a maximum of fifty-two (52) weeks.

Your entitlement to severance pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code. For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

1.84 Years of Service x 2/5 of Weekly Base Salary of \$961.60 = \$707.74

Or

5/5 of Weekly Base Salary = \$961.60

- 3.** You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

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4. Vacation Pay

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to September 23, 2009. As at the date hereof, you had accrued approximately 3.75 vacation days and would, subject to adjustment as at August 31, be entitled to an estimated payment of \$639.36 in respect of your vacation entitlement (your "Vacation Pay"). Vacation will be paid to you in a single lump sum payment on the first pay period of following September 23, 2009.

5. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of 6 months or until you are eligible for benefits at a new place of employment.

6. Career Transition Program

In order to assist you in your transition to new employment, you will receive career transition services from KWA Partners. Please contact Elizabeth Wade at 403.777.2388 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

7. Salary Continuance and Payment Schedule

In light of the Company's current financial constraints, payment of your Severance Pay (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing September 23, 2009 and ending October 7, 2009. Payments during these 1.84 weeks will total \$1770.28 and shall be paid to you on the same timing and frequency as your current pay schedule.

Caitlin, please accept our thanks for your valuable contribution to E! Marketing and Global Calgary. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,



Ron Bell
Vice President and General Manager Global Calgary and Global Lethbridge

cc: Human Resources

TAB D

This is Exhibit "D" referred to in the
affidavit of Robert Lumgair
sworn before me at Vancouver, BC
this 6 day of January, 2010

PERSONAL & CONFIDENTIAL

August 25, 2009


A Commissioner for Taking Affidavits
for British Columbia

WITHOUT PREJUDICE

Megan Keough
133 Chapalina Ct. SE
Calgary, Alberta
T2X 3J6

Dear Megan:

On July 22, 2009 you received formal notice of layoff from Global Calgary effective August 31, 2009. This letter details the terms of your severance arrangements calculated effective as of August 31, 2009.

To assist you in your transition to new employment, the Company is offering you the following arrangements:

1. Notice of Layoff

In accordance with the collective agreement, you are eligible to receive an additional two (2) days' pay in lieu of notice. This notice of layoff is inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code.

2. Severance Pay

In accordance with the collective agreement, you are eligible to receive pro-rated severance of two (2) weeks for each year of service up to seven (7) years, and three (3) weeks for each year of service, beyond seven (7) years to a maximum of fifty-two (52) weeks.

Your entitlement to severance pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code. For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

1.8 Years of Service x 2/5 of Weekly Base Salary of \$850.80 = \$612.58

Or

5/5 of Weekly Base Salary = \$850.80

3. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

4. Vacation Pay

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to August 31, 2009. As at the date hereof, you had an accrued balance of approximately -0.84 days and would, subject to adjustment as at August 31, owe an estimated payment of \$142.72 in respect of your vacation entitlement (your "Vacation Pay"). These vacation monies will be deducted in a single lump sum payment on the pay period of August 31, 2009.

5. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of 6 months or until you are eligible for benefits at a new place of employment.

6. Career Transition Program

In order to assist you in your transition to new employment, you will receive career transition services from KWA Partners. Please contact Elizabeth Wade at 403.777.2388 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

7. Salary Continuance and Payment Schedule

In light of the Company's current financial constraints, payment of your Severance Pay (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing September 1, 2009 and ending September 28, 2009. Payments during these 3.96 weeks will total \$3,271.96 and shall be paid to you on the same timing and frequency as your current pay schedule.

Megan, please accept our thanks for your valuable contribution to E! Marketing and Global Calgary. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,



Brad Parry

Vice President, E! Marketing Canada

cc: Human Resources

TAB E

This is Exhibit "E" referred to in the
affidavit of Robert Lumqair
sworn before me at Vancouver, BC
this 6 day of January, 2010

PERSONAL & CONFIDENTIAL

August 25, 2009


A Commissioner for taking Affidavits
for British Columbia

WITHOUT PREJUDICE

Carol MacGregor
108 West Terrace Place
Cochrane, Alberta
T4C 1S2

Dear Carol:

On July 22, 2009 you received formal notice of layoff from Global Calgary effective August 31, 2009. This letter details the terms of your severance arrangements calculated effective as of August 31, 2009.

To assist you in your transition to new employment, the Company is offering you the following arrangements:

1. Notice of Layoff

- In accordance with the collective agreement, you are eligible to receive an additional two (2) days' pay in lieu of notice. This notice of layoff is inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code.

2. Severance Pay

In accordance with the collective agreement, you are eligible to receive pro-rated severance of two (2) weeks for each year of service up to seven (7) years, and three (3) weeks for each year of service, beyond seven (7) years to a maximum of fifty-two (52) weeks.

Your entitlement to severance pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code. For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

9.4 Years of Service x 2/5 of Weekly Base Salary of \$1,006.80 = \$3,785.57

Or

5/5 of Weekly Base Salary = \$1,006.80

21

3. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

4. Vacation Pay

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to August 31, 2009. As at the date hereof, you had accrued approximately 11.85 vacation days and would, subject to adjustment as at August 31, be entitled to an estimated payment of \$2387.12 in respect of your vacation entitlement (your "Vacation Pay"). Vacation will be paid to you in a single lump sum payment on pay period of August 31, 2009.

5. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of 6 months or until you are eligible for benefits at a new place of employment.

6. Career Transition Program

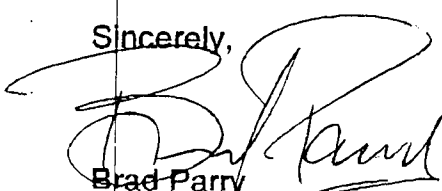
In order to assist you in your transition to new employment, you will receive career transition services from KWA Partners. Please contact Elizabeth Wade at 403.777.2388 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

7. Salary Continuance and Payment Schedule

In light of the Company's current financial constraints, payment of your Severance Pay (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing September 1, 2009 and ending January 28, 2010. Payments during these 21.60 weeks will total \$21,627.07 and shall be paid to you on the same timing and frequency as your current pay schedule.

Carol, please accept our thanks for your valuable contribution to E! Marketing and Global Calgary. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,



Brad Parry

Vice President, E! Marketing Canada

cc: Human Resources

TAB F

This is Exhibit " F " referred to in the
affidavit of Robert Lumgair
sworn before me at Vancouver BC
this 6 day of January, 2010

PERSONAL & CONFIDENTIAL

August 25, 2009


A Commissioner for taking Affidavits
for British Columbia

WITHOUT PREJUDICE

Liz Nomland
1034 19th Avenue SE
Calgary, Alberta
T2G 1M2

Dear Liz:

On July 22, 2009 you received formal notice of layoff from Global Calgary effective August 31, 2009. This letter details the terms of your severance arrangements calculated effective as of August 31, 2009.

To assist you in your transition to new employment, the Company is offering you the following arrangements:

1. Notice of Layoff

In accordance with the collective agreement, you are eligible to receive an additional two (2) days' pay in lieu of notice. This notice of layoff is inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code.

2. Severance Pay

In accordance with the collective agreement, you are eligible to receive pro-rated severance of two (2) weeks for each year of service up to seven (7) years, and three (3) weeks for each year of service, beyond seven (7) years to a maximum of fifty-two (52) weeks.

Your entitlement to severance pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code. For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

2.1 Years of Service x 2/5 of Weekly Base Salary of \$920.80 = \$773.47

Or

5/5 of Weekly Base Salary = \$920.80

3. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

4. Vacation Pay

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to August 31, 2009. As at the date hereof, you had accrued approximately 20.75 vacation days and would, subject to adjustment as at August 31, be entitled to an estimated payment of \$3820.40 in respect of your vacation entitlement (your "Vacation Pay"). Vacation will be paid to you in a single lump sum payment on pay period of August 31, 2009.

5. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of 6 months or until you are eligible for benefits at a new place of employment.

6. Career Transition Program

In order to assist you in your transition to new employment, you will receive career transition services from KWA Partners. Please contact Elizabeth Wade at 403.777.2388 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

7. Salary Continuance and Payment Schedule

In light of the Company's current financial constraints, payment of your Severance Pay (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing September 1, 2009 and ending October 2, 2009. Payments during these 4.65 weeks will total \$4117.52 and shall be paid to you on the same timing and frequency as your current pay schedule.

Liz, please accept our thanks for your valuable contribution to E! Marketing and Global Calgary. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,



Brad Parry
Vice President, E! Marketing Canada

cc: Human Resources

TAB G

This is Exhibit "G" referred to in the
 affidavit of Robert Lumgair
 sworn before me at Vancouver, BC
 this 6 day of January, 2010

PERSONAL & CONFIDENTIAL

August 25, 2009


 A Commissioner for taking Affidavits
 for British Columbia

WITHOUT PREJUDICE

Linda Salloum
 188 Rivervalley Crescent SE
 Calgary, Alberta
 T2C 3L1

Dear Linda:

On July 22, 2009 you received formal notice of layoff from Global Calgary effective August 31, 2009. This letter details the terms of your severance arrangements calculated effective as of August 31, 2009.

To assist you in your transition to new employment, the Company is offering you the following arrangements:

1. Notice of Layoff

In accordance with the collective agreement, you are eligible to receive an additional two (2) days' pay in lieu of notice. This notice of layoff is inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code.

2. Severance Pay

In accordance with the collective agreement, you are eligible to receive pro-rated severance of two (2) weeks for each year of service up to seven (7) years, and three (3) weeks for each year of service, beyond seven (7) years to a maximum of fifty-two (52) weeks.

Your entitlement to severance pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code. For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

5.2 Years of Service x 2/5 of Weekly Base Salary of \$920.80 = \$1,915.26

Or

5/5 of Weekly Base Salary = \$920.80

3. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

4. **Vacation Pay**

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to August 31, 2009. As at the date hereof, you had accrued approximately 10 vacation days and would, subject to adjustment as at August 31, be entitled to an estimated payment of \$1841.60 in respect of your vacation entitlement (your "Vacation Pay"). Vacation will be paid to you in a single lump sum payment on pay period of August 31, 2009.

5. **Employee Benefits**

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of 6 months or until you are eligible for benefits at a new place of employment.

6. **Career Transition Program**

In order to assist you in your transition to new employment, you will receive career transition services from KWA Partners. Please contact Elizabeth Wade at 403.777.2388 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

7. **Salary Continuance and Payment Schedule**

In light of the Company's current financial constraints, payment of your Severance Pay (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing September 1, 2009 and ending November 13, 2009. Payments during these 10.72 weeks will total \$9,762.68 and shall be paid to you on the same timing and frequency as your current pay schedule.

Linda, please accept our thanks for your valuable contribution to E! Marketing and Global Calgary. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,



Brad Parry
Vice President, E! Marketing Canada

cc: Human Resources

TAB H

29

PRIVATE AND CONFIDENTIAL

August 26, 2009

Keith Siemens
1, 828 Memorial Drive NW
Calgary, Alberta
T2N 3C8

WITHOUT PREJUDICE

Dear Keith:

Further to our recent discussions regarding a severance option from Global Calgary, this letter provides further clarification regarding the details of your termination of employment with Global Calgary, a division of Canwest Media Inc. (the "Company"), effective September 1, 2009 (the "Termination Date").

The following severance arrangements will come into effect provided you remain in your employment until September 1, 2009 and subject to you signing the enclosed release and returning the same to us.

1. Severance

You shall be paid a severance as salary continuance throughout the period of September 2, 2009 and ending October 26, 2009. Payments during these 7.6 weeks will total \$7,545.28.

2. Employee Benefits

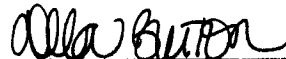
Following your last day of scheduled work, you will continue to receive the same health, dental, group life, and AD&D benefits (with the exception of short-term disability, long-term disability, and pension benefits) until February 28, 2009.

3. Vacation Pay

Any vacation pay owing to you will be paid to you within one month following your last day of work.

The terms outlined above are further conditional upon the following:

This is Exhibit "H" referred to in the
affidavit of Robert Lumsair
sworn before me at Vancouver, BC
this 16 day of January, 20 10



A Commissioner for taking Affidavits
for British Columbia

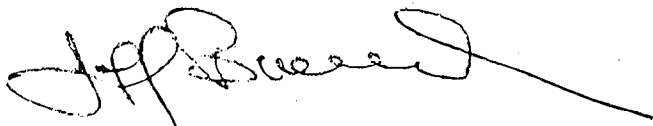
- (a) You will keep confidential the terms of this letter and release, and you agree that you have not and will not discuss or otherwise disclose any aspect of these terms to any person or company except your immediate family and financial and/or legal counsel or as required by law. You agree to ensure that any such advisors and family members understand their obligation to maintain the confidentiality of these terms and conditions.
- (b) You will not divulge at any time any information of a confidential or sensitive nature with which you have been entrusted or that has come into your possession while an employee of the Company. You will continue to maintain the confidentiality and secrecy of such information, and are reminded that all information pertaining to the Company's strategic and operational plans, tactics, methods, financial results and goals is confidential and sensitive.
- (c) You agree to sign and be bound by the attached release.

Except as noted herein, no other benefits, bonuses or allowances will be paid to you by the Company.

If these terms are acceptable to you, please acknowledge your acceptance by signing one copy of the attached release in the presence of a witness and returning it to us directly.

Keith, please accept my thanks on behalf of the Company for your contributions during your tenure with us. We wish you the best of success and good fortune in your future retirement.

Sincerely,



Jeffrey Bollenbach
News Director

TAB I

This is Exhibit "I" referred to in the affidavit of Robert Lumgair sworn before me at Vancouver, BC this 6 day of January, 2010

PERSONAL & CONFIDENTIAL

August 25, 2009


A Commissioner for taking Affidavits
for British Columbia

WITHOUT PREJUDICE

Nadia Smadyla
#E94A 9940 Fairmont Dr, SE
Calgary, Alberta
T2J 0S5

Dear Nadia:

On August 12, 2009 you received formal notice of layoff from Global Calgary effective September 23, 2009. This letter details the terms of your severance arrangements calculated effective as of September 23, 2009.

To assist you in your transition to new employment, the Company is offering you the following arrangements:

1. Notice of Layoff

This notice of layoff is inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code.

2. Severance Pay

In accordance with the collective agreement, you are eligible to receive pro-rated severance of two (2) weeks for each year of service up to seven (7) years, and three (3) weeks for each year of service, beyond seven (7) years to a maximum of fifty-two (52) weeks.

Your entitlement to severance pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code. For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

3.2 Years of Service x 2/5 of Weekly Base Salary of \$1065.60 = \$1,363.20

Or

5/5 of Weekly Base Salary = \$1065.60

3. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

4. Vacation Pay

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to September 23, 2009. As at the date hereof, you had accrued approximately 3 vacation days and would, subject to adjustment as at August 31, be entitled to an estimated payment of \$639.36 in respect of your vacation entitlement (your "Vacation Pay"). Vacation will be paid to you in a single lump sum payment on the first pay period of following September 23, 2009.

5. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of 6 months or until you are eligible for benefits at a new place of employment.

6. Career Transition Program

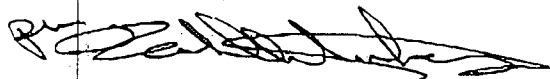
In order to assist you in your transition to new employment, you will receive career transition services from KWA Partners. Please contact Elizabeth Wade at 403.777.2388 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

7. Salary Continuance and Payment Schedule

In light of the Company's current financial constraints, payment of your Severance Pay (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing September 23, 2009 and ending November 10, 2009. Payments during these 6.61 weeks will total \$7,042.33 and shall be paid to you on the same timing and frequency as your current pay schedule.

Nadia, please accept our thanks for your valuable contribution to E! Marketing and Global Calgary. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,



Ron Bell
Vice President and General Manager Global Calgary and Global Lethbridge

cc: Human Resources

TAB J



222 - 23rd Street N.E., Calgary, AB T2E 7N2 Tel. (403) 235-7777

PRIVATE AND CONFIDENTIAL

November 6, 2008

Diana Senger
66 Edgebrook Hts NW
Calgary, Alberta
T3A 5M5

This is Exhibit "J" referred to in the affidavit of Robert Lumsair sworn before me at Vancouver, BC this 6 day of January, 2010

Doreen Butler
A Commissioner for taking Affidavits
for British Columbia

WITHOUT PREJUDICE

Dear Dolly:

Further to our recent discussions regarding an early retirement option from Global Calgary, this letter provides further clarification regarding the details of your termination of employment with Global Calgary, a division of Canwest Media Inc. (the "Company"), effective Monday, December 1, 2008 (the "Termination Date").

The following severance arrangements will come into effect provided you remain in your employment until December 1, 2008 and subject to you signing the enclosed release and returning the same to us.

1. Salary Continuance

You shall be paid a salary continuance payable semi-monthly at the rate of \$2,379.87, less applicable deductions, to December 31, 2009. The semi-monthly rate is calculated using your current annual base salary of \$57,116.92.

2. Employee Benefits

Following your last day of scheduled work, you will continue to receive the same health, dental, group life, AD&D, and pension benefits (with the exception of short-term disability and long-term disability) until December 31, 2009. According to our benefit plan on life insurance, you may be eligible to convert your Employee Life Insurance to an individual policy, without medical evidence. You must apply for the individual policy within **31** days of the termination of your Employee Life Insurance. If you are interested in applying for individual life insurance policy, please contact Manulife Financial @ 1-800-268-6195.

3. Vacation Pay

Any vacation pay owing to you will be paid to you within one month following your last day of work.

4. Employment Service

In recognition of thirty years of dedicated service, your tenure with the organization will be recognized at the 2008 Employee Awards banquet.

The terms outlined above are further conditional upon your agreement with the following:

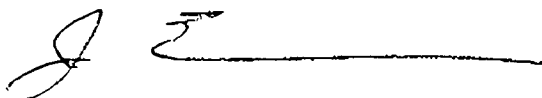
- (a) You will keep confidential the terms of this letter and release, and you agree that you have not and will not discuss or otherwise disclose any aspect of these terms to any person or company except your immediate family and financial and/or legal counsel or as required by law. You agree to ensure that any such advisors and family members understand their obligation to maintain the confidentiality of these terms and conditions.
- (b) You will not divulge at any time any information of a confidential or sensitive nature with which you have been entrusted or that has come into your possession while an employee of the Company. You will continue to maintain the confidentiality and secrecy of such information, and are reminded that all information pertaining to the Company's strategic and operational plans, tactics, methods, financial results and goals is confidential and sensitive.
- (c) You agree to sign and be bound by the attached release.

Except as noted herein, no other benefits, bonuses or allowances will be paid to you by the Company.

If these terms are acceptable to you, please acknowledge your acceptance by signing one copy of the attached release in the presence of a witness and returning it to us directly.

Dolly, please accept my thanks on behalf of the Company for your contributions during your tenure with us. We wish you the best of success and good fortune in your future retirement.

Sincerely,



Jeff Eisler
Director of Creative Services

TAB K



GRIEVANCE FORM

Grievance # 1009-05

Name of Employer: CNBC Television

Local 823 M

Grievor's name Patrick Vandenberg

Date this incident took place: September 22, 2009

Nature of Grievance: Denial of single lump-sum payment for severance, contrary to Article 20.3.1

Settlement desired: Single lump-sum payment of severance as cited in Art 20.3.1, and payment of any additional monies or damages as ordered by an arbitrator.

Signature of Grievor:

Date Jan 28/10

This is Exhibit "K" referred to in the affidavit of Robert Langair sworn before me at Vancouver, BC this 6 day of January, 20 10

Signature of Steward: [Signature]

A Commissioner for taking Affidavits for British Columbia

STEP 1:
Date Submitted: September 28/09 For the Union: [Signature]
Management response: In light of the company's current financial condition, not possible.
For management: [Signature] Date: [Blank]

STEP 2:
Date Submitted: _____ For the Union: _____
Management response: _____
For management: _____ Date: _____

STEP 3:
Date Submitted: _____ For the Union: _____
Management response: _____
For management: _____ Date: _____

STEP 4:
Date Submitted: _____ For the Union: _____
Management response: _____
For management: _____ Date: _____

IF WRITTEN RESPONSE IS NEEDED AT ANY STEP, PLEASE ATTACH



GRIEVANCE FORM

Grievance # 2009-04

Name of Employer: CHBC Television

Local: 823-11

Grievor's name: Steve Barker

Date the incident took place: September 27, 2009

Nature of Grievance: Denial of single lump-sum option for severance contrary to Article 20.31

Settlement desired: Single lump-sum payment of severance as cited in Article 20.31, and payment of any additional monies or damages as ordered by an arbitrator.

Signature of Grievor: [Signature]

Date: SEPT 28/09

Signature of Steward: [Signature]

STEP 1:

Date Submitted: September 28/09 For the Union

Management response: In light of the company's current financial condition, not possible.

For management: _____ Date: _____

STEP 2:

Date Submitted: _____ For the Union

Management response: _____

For management: _____ Date: _____

STEP 3:

Date Submitted: _____ For the Union

Management response: _____

For management: _____ Date: _____

STEP 4:

Date Submitted: _____ For the Union

Management response: _____

For management: _____ Date: _____

IF WRITTEN RESPONSE IS NEEDED AT ANY STEP, PLEASE ATTACH



GRIEVANCE FORM

Grievance # 2009-03

Name of Employer: CHRC Television

Local: 813-M

Grievor's name: Carey Pausch

Date the incident took place: September 27, 2009

Nature of Grievance: Denial of single lump-sum option for severance, contrary to Article 20.3.1

Settlement desired: Single lump-sum payment of severance as cited in Article 20.3.1, and payment of any additional monies or damages as ordered by an arbitrator

Signature of Grievor: [Signature]

Date: Sept 28/09

Signature of Steward: [Signature]

STEP 1:

Date Submitted: Sept 28/09 For the Union: [Signature]

Management response: In light of the company's current financial constraints, not possible.

For management: [Signature] Date: Sept 30/09

STEP 2:

Date Submitted: _____ For the Union: _____

Management response: _____

For management: _____ Date: _____

STEP 3:

Date Submitted: _____ For the Union: _____

Management response: _____

For management: _____ Date: _____

STEP 4:

Date Submitted: _____ For the Union: _____

Management response: _____

For management: _____ Date: _____

IF WRITTEN RESPONSE IS NEEDED AT ANY STEP, PLEASE ATTACH.

White: Company copy

Yellow: Chief Steward copy

Pink: Local Union copy

Golden Rod: Grievor's copy



GRIEVANCE FORM

Grievance # 2009-06

Name of Employer CHRC Television

Local 823-13

Grievor's name Don Turnbull

Date the incident took place September 22, 2009

Nature of Grievance Denial of single lump sum payment for severance pay as per article 20.3.1

Settlement desired: Single lump sum payment of severance as stated in article 20.3.1, and payment of any additional monies or damages as ordered by an arbitrator.

Signature of Grievor

Date 10/1/09

Signature of Steward

STEP 1:

Date Submitted September 23/09 For the Union:

Management response In light of the company's current financial constraints, not possible

For management:

Date:

STEP 2:

Date Submitted _____ For the Union:

Management response _____

For management:

Date:

STEP 3:

Date Submitted _____ For the Union:

Management response _____

For management:

Date:

STEP 4:

Date Submitted _____ For the Union:

Management response _____

For management:

Date:

IF WRITTEN RESPONSE IS NEEDED AT ANY STEP PLEASE ATTACH

White: Company copy

Yellow: Chief Steward copy

Pink: Local Union copy

Golden Rod: Grievors copy

TAB L

CHBC NEWS

342 Leon Avenue, Kelowna, BC V1Y6J2 Phone 250 762 4535

Revision, received Sep. 24/09
(I reviewed the copy of this and told Gail y. it was good by me)

39

September 3, 2009

WITHOUT PREJUDICE

Kelsey Chase
c/o CHBC NEWS

Dear Kelsey;

As a result of operational changes at CHBC News, it is with regret that we are today giving you this notice of lay-off. This letter represents six (6) weeks official lay-off notice as per the collective agreement. Your last day of work will be October 15, 2009.

In addition to this notice, the following shall also apply subject to the provisions of the collective agreement:

Severance Pay

1) In accordance with the collective agreement, you are entitled to severance pay ("Severance Pay") calculated on the basis of two (2) weeks severance for each completed year of service up to seven (7) years, and three (3) weeks severance pay for each completed year of service, beyond seven (7) years to a maximum of fifty-two weeks. According to our records, you are entitled to 2.7 weeks of severance pay. Severance pay is calculated as follows:

1.35 years of service x 2 weeks x full time equivalent weekly base salary of \$656.26

=

\$1,771.90

Your entitlement to Severance Pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code.

For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days' wages', whichever is greater, as follows:

Severance Pay = the greater of:

1 Year of Service x 2/5 of normal Weekly Base Salary of \$328.13 = \$328.13

Or

5/5 of normal Weekly Base Salary = \$328.13

2) You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

PERSONAL & CONFIDENTIAL

This is Exhibit "L" referred to in the affidavit of Robert Lumgair sworn before me at Vancouver, BC this 6 day of January, 2010

Oliver Butler

A Commissioner for taking Affidavits
for British Columbia



3) Career Transition Program

In order to assist you in your transition to new employment, you will receive career transition services from KWA Partners. Please contact Peter Saulnier at 1-866-299-2095 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

4) Payment Schedule

Payment of your Severance Pay (less statutory deductions) shall be paid to you on the first pay following October 15, 2009.

Kelsey, please accept our thanks for your valuable contribution to CHBC News. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,



Dennis Gabelhouse
General Manager

cc: Human Resources
Jim Failes



TAB M

September 3, 2009

PERSONAL & CONFIDENTIAL

WITHOUT PREJUDICE

Steve Barker
c/o CHBC NEWS

Dear Steve:

As a result of operational changes at CHBC News, it is with regret that we are today giving you this notice of lay-off. This letter represents three (3) months official lay-off notice as per the "Letter of Understanding – Transfer of Work". Your last day of work will be December 3, 2009.

In addition to this notice, the following shall also apply subject to the provisions of the collective agreement:

1. If you elect to bump instead of severance pay, you may have the right to apply your seniority to bump another employee if you have the necessary qualifications and are capable of performing the job. In such case, you must declare your intent to bump within two weeks of your receipt of this layoff notice.
2. If you elect severance pay, the following terms of your termination and severance arrangements will apply:
 - a. You will receive an additional three (3) months pay in lieu of notice (your "Notice").

b. Severance Pay

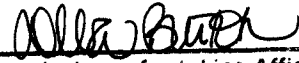
In accordance with the collective agreement, you are entitled to severance pay ("Severance Pay") calculated on the basis of four (4) weeks per year of service and pro-rated for partial years of service to a maximum of seventy-eight (78) weeks. According to our records, you are entitled to seventy-eight (78) weeks of severance pay. Severance pay is calculated as follows:

$$\begin{aligned} & 29.55 \text{ years of service} \times 4 \text{ weeks (max of 78 weeks)} \times \text{weekly base salary of } \$881.60 \\ & = \\ & \qquad \qquad \qquad \$ 68,764.80 \end{aligned}$$

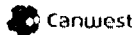
Your entitlement to Severance Pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code.

For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

This is Exhibit "M" referred to in the affidavit of Robert Lungair sworn before me at Vancouver, BC this 6 day of January, 2010



A Commissioner for taking Affidavits
for British Columbia



Severance Pay = the greater of:

29 Years of Service x 2/5 of Weekly Base Salary of \$881.60 = \$10,226.56

Or

5/5 of Weekly Base Salary = \$881.60

b. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

c. **Vacation Pay**

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to December 3, 2009. Vacation will be paid to you in a single lump sum payment (less statutory deductions) on the first pay following this date.

d. **Benefits**

Your benefit coverage will cease effective December 3, 2009.

see ?'s sheet

e. **Retraining**

You will receive a retraining or equivalent benefit with the amount determined based upon your seniority. Any payment will be less statutory deductions.

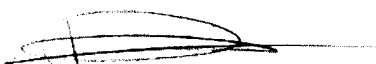
f. **Salary Continuance and Payment Schedule**

In light of the Company's current financial constraints, payment of your Notice, Severance Pay and Retraining Allowance (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing December 4, 2009 and ending June 3, 2011. Payments during these 78 weeks will total \$87,725.60 and shall be paid to you in equal installments of \$2,249.37 on the same timing and frequency as your current pay schedule.

It is understood employees who accept the above severance package shall relinquish all re-engagement rights or re-call rights and shall be considered terminated.

Steve, please accept our thanks for your valuable contribution to CHBC News. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,



Dennis Gabelhouse
General Manager

cc: Human Resources
Jim Failes - CEP



TAB N

CHBC NEWS

342 Leon Avenue, Kelowna, BC V1Y 6J2 Phone 250 762 4535

PERSONAL & CONFIDENTIAL

September 3, 2009

This is Exhibit "N" referred to in the affidavit of Robert Lumgair sworn before me at Vancouver, BC this 6 day of January, 2010

WITHOUT PREJUDICE

Sandy Dawson
c/o CHBC NEWS



A Commissioner for taking Affidavits
for British Columbia

Dear Sandy;

As a result of operational changes at CHBC News, it is with regret that we are today giving you this notice of lay-off. This letter represents six (6) weeks official lay-off notice as per the collective agreement. Your last day of work will be October 15, 2009.

In addition to this notice, the following shall also apply subject to the provisions of the collective agreement:

1. If you elect to bump instead of severance pay, you may have the right to apply your seniority to bump another employee if you have the necessary qualifications and are capable of performing the job. In such case, you must declare your intent to bump within two weeks of your receipt of this layoff notice.
2. If you elect severance pay, the following terms of your termination and severance arrangements will apply:

a. Severance Pay

In accordance with the collective agreement, you are entitled to severance pay ("Severance Pay") calculated on the basis of two (2) weeks severance for each completed year of service up to seven (7) years, and three (3) weeks severance pay for each completed year of service, beyond seven (7) years to a maximum of fifty-two weeks. According to our records, you are entitled to twenty (20) weeks of severance pay. Severance pay is calculated as follows:

$$\begin{aligned}
 &7 \text{ years of service} \times 2 \text{ weeks} \times \text{weekly base salary of } \$993.20 \\
 &+ \\
 &2 \text{ years of service} \times 3 \text{ weeks} \times \text{weekly base salary of } \$993.20 \\
 &= \\
 &\$ 19,864.20
 \end{aligned}$$

Your entitlement to Severance Pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code.

For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

9 Years of Service x 2/5 of Weekly Base Salary of \$993.20 = \$3,575.52

Or

5/5 of Weekly Base Salary = \$993.20

b. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

c. Vacation Pay

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to October 15, 2009. Vacation will be paid to you in a single lump sum payment (less statutory deductions) on the first pay following this date.

d. Employee Benefits

While you are laid off, the Company will, at your request, continue to pay its portion of the premiums for Medical, Dental, Extended Health, and Group Life Insurance coverage for a maximum period of six (6) months or until you are eligible for benefits at a new place of employment, whichever occurs first, provided you pay your portion of the premiums for such coverage at the same time.

e. Career Transition Program

In order to assist you in your transition to new employment, you will receive career transition services from KWA Partners. Please contact Peter Saulnier at 1-866-299-2095 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

f. Salary Continuance and Payment Schedule

In light of the Company's current financial constraints, payment of your Severance Pay (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing October 15, 2009 and ending March 12, 2010. Payments during these 20 weeks will total \$19,864 and shall be paid to you in equal installments of \$1,986.20 on the same timing and frequency as your current pay schedule.

Sandy, please accept our thanks for your valuable contribution to CHBC News. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,

Dennis Gabelhouse
General Manager

TAB O

For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

9 Years of Service x 2/5 of Weekly Base Salary of \$993.20 = \$3,575.52

Or

5/5 of Weekly Base Salary = \$993.20

b. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

c. **Vacation Pay**

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to October 15, 2009. Vacation will be paid to you in a single lump sum payment (less statutory deductions) on the first pay following this date.

d. **Employee Benefits**

While you are laid off, the Company will, at your request, continue to pay its portion of the premiums for Medical, Dental, Extended Health, and Group Life Insurance coverage for a maximum period of six (6) months or until you are eligible for benefits at a new place of employment, whichever occurs first, provided you pay your portion of the premiums for such coverage at the same time.

e. **Career Transition Program**

In order to assist you in your transition to new employment, you will receive career transition services from KWA Partners. Please contact Peter Saulnier at 1-866-299-2095 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

f. **Salary Continuance and Payment Schedule**

In light of the Company's current financial constraints, payment of your Severance Pay (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing October 15, 2009 and ending March 12, 2010. Payments during these 20 weeks will total \$19,864 and shall be paid to you in equal installments of \$1,986 on the same timing and frequency as your current pay schedule.

(10)

Robert, please accept our thanks for your valuable contribution to CHBC News. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,

Dennis Gabelhouse
General Manager

TAB P

CHBC NEWS

342 Leon Avenue, Kelowna, BC V1Y 6J2 Phone 250 762 4535


PERSONAL & CONFIDENTIAL

September 3, 2009

This is Exhibit "P" referred to in the affidavit of Robert Lumgaire sworn before me at Vancouver, BC this 6 day of January, 2010

WITHOUT PREJUDICE

Kirk Mitchell
c/o CHBC NEWS


A Commissioner for taking Affidavits
for British Columbia

Dear Kirk:

As a result of operational changes at CHBC News, it is with regret that we are today giving you this notice of lay-off. This letter represents six (6) weeks official lay-off notice as per the collective agreement. Your last day of work will be October 15, 2009.

In addition to this notice, the following shall also apply subject to the provisions of the collective agreement:

1. If you elect to bump instead of severance pay, you may have the right to apply your seniority to bump another employee if you have the necessary qualifications and are capable of performing the job. In such case, you must declare your intent to bump within two weeks of your receipt of this layoff notice.
2. If you elect severance pay, the following terms of your termination and severance arrangements will apply:

a. Severance Pay

In accordance with the collective agreement, you are entitled to severance pay ("Severance Pay") calculated on the basis of two (2) weeks severance for each completed year of service up to seven (7) years, and three (3) weeks severance pay for each completed year of service, beyond seven (7) years to a maximum of fifty-two weeks. According to our records, you are entitled to fifty-two (52) weeks of severance pay. Severance pay is calculated as follows:

$$\begin{aligned}
 &7 \text{ years of service} \times 2 \text{ weeks} \times \text{weekly base salary of } \$881.60 \\
 &\quad + \\
 &26 \text{ years of service} \times 3 \text{ weeks} \times \text{weekly base salary of } \$881.60 \\
 &\quad = \\
 &\quad \quad \quad \$ 45,843.20
 \end{aligned}$$

Your entitlement to Severance Pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code.

For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

$$33 \text{ Years of Service} \times 2/5 \text{ of Weekly Base Salary of } \$881.60 = \$11,637.12$$

Or

$$5/5 \text{ of Weekly Base Salary} = \$881.60$$

b. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

c. Vacation Pay

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to October 15, 2009. Vacation will be paid to you in a single lump sum payment (less statutory deductions) on the first pay following this date.

d. Employee Benefits

While you are laid off, the Company will, at your request, continue to pay its portion of the premiums for Medical, Dental, Extended Health, and Group Life Insurance coverage for a maximum period of six (6) months or until you are eligible for benefits at a new place of employment, whichever occurs first, provided you pay your portion of the premiums for such coverage at the same time.

e. Career Transition Program

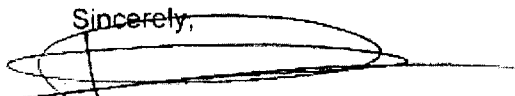
In order to assist you in your transition to new employment, you will receive career transition services from KWA Partners. Please contact Peter Saulnier at 1-866-299-2095 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

f. Salary Continuance and Payment Schedule

In light of the Company's current financial constraints, payment of your Severance Pay (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing October 15, 2009 and ending October 22, 2010. Payments during these 52 weeks will total \$45,843.20 and shall be paid to you in equal installments of \$1,763.20 on the same timing and frequency as your current pay schedule.

Kirk, please accept our thanks for your valuable contribution to CHBC News. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,



Dennis Gabelhouse
General Manager

TAB Q

CHBC NEWS

342 Leon Avenue, Kelowna, BC V1Y 6J2 Phone 250 762 4535

PERSONAL & CONFIDENTIAL

September 3, 2009

This is Exhibit "Q" referred to in the affidavit of Robert Lumsair sworn before me at Vancouver, BC this 6 day of January, 2010

WITHOUT PREJUDICE

Corey Pausch
c/o CHBC NEWS

Dear Corey;

Anna Burton
A Commissioner for taking Affidavits
for British Columbia

As a result of operational changes at CHBC News, it is with regret that we are today giving you this notice of lay-off. This letter represents three (3) months official lay-off notice as per the "Letter of Understanding - Transfer of Work". Your last day of work will be December 3, 2009.

In addition to this notice, the following shall also apply subject to the provisions of the collective agreement:

1. If you elect to bump instead of severance pay, you may have the right to apply your seniority to bump another employee if you have the necessary qualifications and are capable of performing the job. In such case, you must declare your intent to bump within two weeks of your receipt of this layoff notice.
2. If you elect severance pay, the following terms of your termination and severance arrangements will apply:
 - a. You will receive an additional three (3) months pay in lieu of notice (your "Notice").

b. Severance Pay

In accordance with the collective agreement, you are entitled to severance pay ("Severance Pay") calculated on the basis of four (4) weeks per year of service and pro-rated for partial years of service to a maximum of seventy-eight (78) weeks. According to our records, you are entitled to forty-seven (47) weeks of severance pay. Severance pay is calculated as follows:

$$11.75 \text{ years of service} \times 4 \text{ weeks (max of 78 weeks)} \times \text{weekly base salary of } \$881.60$$

$$=$$

$$\$ 41,435.20$$

Your entitlement to Severance Pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code.

For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:



Severance Pay = the greater of:

11 Years of Service x 2/5 of Weekly Base Salary of \$881.60 = \$3,879.04

Or

5/5 of Weekly Base Salary = \$881.60

b. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

c. **Vacation Pay**

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to December 3, 2009. Vacation will be paid to you in a single lump sum payment (less statutory deductions) on the first pay following this date.

d. **Benefits**

Your benefit coverage will cease effective December 3, 2009.

e. **Retraining**

You will receive a retraining or equivalent benefit with the amount determined based upon your seniority. Any payment will be less statutory deductions.

f. **Salary Continuance and Payment Schedule**

In light of the Company's current financial constraints, payment of your Notice, Severance Pay and Retraining Allowance (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing December 4, 2009 and ending November 5, 2010. Payments during these 46 weeks will total \$57,896 and shall be paid to you in equal installments of \$2,463.66 on the same timing and frequency as your current pay schedule.

It is understood employees who accept the above severance package shall relinquish all re-engagement rights or re-call rights and shall be considered terminated.

(23.5)
↓
Last pay is one week only, accounting for the ".5"

Corey, please accept our thanks for your valuable contribution to CHBC News. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely

Dennis Gabelhouse
General Manager

cc: Human Resources
Jim Failes - CEP



TAB R

This is Exhibit "R" referred to in the affidavit of Robert Lungait sworn before me at Vancouver, BC this 6 day of January, 2010

PERSONAL & CONFIDENTIAL

September 3, 2009

WITHOUT PREJUDICE

Tim Peeling
c/o CHBC NEWS

Dear Tim,

As a result of operational changes at CHBC News, it is with regret that we are today giving you this notice of lay-off. This letter represents six (6) weeks official lay-off notice as per the collective agreement. Your last day of work will be October 15, 2009.

In addition to this notice, the following shall also apply subject to the provisions of the collective agreement:

1. If you elect to bump instead of severance pay, you may have the right to apply your seniority to bump another employee if you have the necessary qualifications and are capable of performing the job. In such case, you must declare your intent to bump within two weeks of your receipt of this layoff notice.
2. If you elect severance pay, the following terms of your termination and severance arrangements will apply:

a. Severance Pay

In accordance with the collective agreement, you are entitled to severance pay ("Severance Pay") calculated on the basis of two (2) weeks severance for each completed year of service up to seven (7) years, and three (3) weeks severance pay for each completed year of service, beyond seven (7) years to a maximum of fifty-two weeks. According to our records, you are entitled to two (2) weeks of severance pay. Severance pay is calculated as follows:

$$\begin{aligned} & 1 \text{ year of service} \times 2 \text{ weeks} \times \text{weekly base salary of } \$871.60 \\ & = \\ & \qquad \qquad \qquad \$1,743.20 \end{aligned}$$

Your entitlement to Severance Pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code.

For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:



Severance Pay = the greater of:

1 Year of Service x 2/5 of Weekly Base Salary of \$871.60 = \$348.64

Or

5/5 of Weekly Base Salary = \$871.60

b. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

c. **Vacation Pay**

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to October 15, 2009. Vacation will be paid to you in a single lump sum payment (less statutory deductions) on the first pay following this date.

d. **Employee Benefits**

While you are laid off, the Company will, at your request, continue to pay its portion of the premiums for Medical, Dental, Extended Health, and Group Life Insurance coverage for a maximum period of six (6) months or until you are eligible for benefits at a new place of employment, whichever occurs first, provided you pay your portion of the premiums for such coverage at the same time.

e. **Career Transition Program**

In order to assist you in your transition to new employment, you will receive career transition services from KWA Partners. Please contact Peter Saulnier at 1-866-299-2095 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

f. **Payment Schedule**

Payment of your Severance Pay (less statutory deductions) shall be paid to you on the first pay following October 15, 2009.

Tim, please accept our thanks for your valuable contribution to CHBC News. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,

Dennis Gabelhouse
General Manager

cc: Human Resources
Jim Failes



TAB S

September 3, 2009

WITHOUT PREJUDICE

Patrick Vanderburg
c/o CHBC NEWS

Dear Patrick;

As a result of operational changes at CHBC News, it is with regret that we are today giving you this notice of lay-off. This letter represents three (3) months official lay-off notice as per the "Letter of Understanding – Transfer of Work". Your last day of work will be December 10, 2009.

In addition to this notice, the following shall also apply subject to the provisions of the collective agreement:

1. If you elect to bump instead of severance pay, you may have the right to apply your seniority to bump another employee if you have the necessary qualifications and are capable of performing the job. In such case, you must declare your intent to bump within two weeks of your receipt of this layoff notice.
2. If you elect severance pay, the following terms of your termination and severance arrangements will apply:

a. You will receive an additional three (3) months pay in lieu of notice (your "Notice").

b. Severance Pay

In accordance with the collective agreement, you are entitled to severance pay ("Severance Pay") calculated on the basis of four (4) weeks per year of service and pro-rated for partial years of service to a maximum of seventy-eight (78) weeks. According to our records, you are entitled to seventy-eight (78) weeks of severance pay. Severance pay is calculated as follows:

$$\begin{aligned} & 23.76 \text{ years of service} \times 4 \text{ weeks (max of 78 weeks)} \times \text{weekly base salary of } \$993.20 \\ & = \\ & \qquad \qquad \qquad \$ 77,469.60 \end{aligned}$$

Your entitlement to Severance Pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code.

For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:



PERSONAL & CONFIDENTIAL

This is Exhibit "S" referred to in the affidavit of Robert Lumgair sworn before me at Vancouver, BC this 6 day of January, 2010



A Commissioner for taking Affidavits
for British Columbia

Severance Pay = the greater of:

23 Years of Service x 2/5 of Weekly Base Salary of \$993.20 = \$9,137.44

Or

5/5 of Weekly Base Salary = \$993.20

b. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

c. **Vacation Pay**

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to December 10, 2009. Vacation will be paid to you in a single lump sum payment (less statutory deductions) on the first pay following this date.

d. **Benefits**

Your benefit coverage will cease effective December 10, 2009.

e. **Retraining**

You will receive a retraining or equivalent benefit with the amount determined based upon your seniority. Any payment will be less statutory deductions.

f. **Salary Continuance and Payment Schedule**

In light of the Company's current financial constraints, payment of your Notice, Severance Pay and Retraining Allowance (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing December 11, 2009 and ending May 6, 2011. Payments during these 78 weeks will total \$95,381.20 and shall be paid to you in equal installments of \$2,445.67 on the same timing and frequency as your current pay schedule.

It is understood employees who accept the above severance package shall relinquish all re-engagement rights or re-call rights and shall be considered terminated.

Patrick, please accept our thanks for your valuable contribution to CHBC News. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,



Dennis Gabelhouse
General Manager

cc: Human Resources
Jim Failes - CEP



TAB T

CHBC NEWS

342 Leon Avenue, Kelowna, BC V1Y 6J2 Phone 250 762 4535

PERSONAL & CONFIDENTIAL

September 3, 2009

WITHOUT PREJUDICE

Scott Vanderburg
c/o CHBC NEWS

Dear Scott;

This is "Form" T "referred to in the affidavit of Robert Lumgaire sworn before me at Vancouver, BC this 6 day of January, 20 10

Oliver Butler
A Commissioner for taking Affidavits
for British Columbia

As a result of operational changes at CHBC News, it is with regret that we are today giving you this notice of lay-off. This letter represents three (3) months official lay-off notice as per the "Letter of Understanding – Transfer of Work". Your last day of work will be December 3, 2009.

In addition to this notice, the following shall also apply subject to the provisions of the collective agreement:

1. If you elect to bump instead of severance pay, you may have the right to apply your seniority to bump another employee if you have the necessary qualifications and are capable of performing the job. In such case, you must declare your intent to bump within two weeks of your receipt of this layoff notice.
2. If you elect severance pay, the following terms of your termination and severance arrangements will apply:

a. You will receive an additional three (3) months pay in lieu of notice (your "Notice").

b. Severance Pay

In accordance with the collective agreement, you are entitled to severance pay ("Severance Pay") calculated on the basis of four (4) weeks per year of service and pro-rated for partial years of service to a maximum of seventy-eight (78) weeks. According to our records, you are entitled to two (2) weeks of severance pay. Severance pay is calculated as follows:

$$.52 \text{ years of service} \times 4 \text{ weeks (max of 78 weeks)} \times \text{FTE weekly base salary of } \$667.20$$

$$=$$

$$\$ 1,376.55$$

Your entitlement to Severance Pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code.

For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days' wages', whichever is greater, as follows:



Severance Pay = the greater of:

.5 Years of Service x 2/5 of actual Weekly Base Salary of \$330.60 = \$333.60

Or.

5/5 of Weekly Base Salary = \$333.60

b. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

c. **Vacation Pay**

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to December 3, 2009. Vacation will be paid to you in a single lump sum payment (less statutory deductions) on the first pay following this date.

d. **Benefits**

Your benefit coverage will cease effective December 3, 2009.

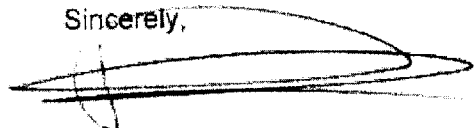
e. **Salary Continuance and Payment Schedule**

In light of the Company's current financial constraints, payment of your Notice and Severance Pay (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing December 4, 2009 and ending January 29, 2010. Payments during this period will total \$5,713.35 and shall be paid to you in equal installments of \$1,428.34 on the same timing and frequency as your current pay schedule.

It is understood employees who accept the above severance package shall relinquish all re-engagement rights or re-call rights and shall be considered terminated.

Scott, please accept our thanks for your valuable contribution to CHBC News. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,



Dennis Gabelhouse
General Manager

cc: Human Resources
Jim Failes - CEP

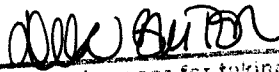


TAB U



Canwest™

This is Exhibit "U" referred to in the
affidavit of Robert Lumgair
sworn before me at Vancouver, BC
this 6 day of January, 20 10


A Commissioner for taking Affidavits
for British Columbia

MOST PRIVATE AND CONFIDENTIAL

Cheryl Osler
138 Goerzen Street
Saskatoon, Sask.
S7K 7E3

November 12, 2009

WITHOUT PREJUDICE

Dear Cheryl,

Re: Termination of Employment

Further to our discussion, this letter confirms the termination of your employment with Canwest Television Limited Partnership (the "Company"), effective as of November 30th, 2009.

On October 6th, 2009, the Company and certain other Canwest entities filed for and were granted creditor protection under the Companies' Creditors Arrangement Act (CCAA). As a result of the CCAA filing, no payment will be made to you in relation to your termination of employment. Also, following your last day of scheduled work, your pension plan membership will cease and 30 days thereafter, your coverage for group insured benefits will end.

You are entitled however to make a claim for any amounts you would be eligible to receive in relation to your termination of employment (see below for the company's calculations in that regard).

A procedure for the filing of claims has been approved by the Court overseeing the CCAA proceeding and is available on the Monitor's web-site <http://cfcanada.fticonsulting.com/cmi>. As part of that claims process, the Company is required to send a Notice of Claim to all of its known creditors. Accordingly, please find enclosed a Notice of Claim setting out the company's calculation of your claim and an Instruction Letter concerning the claims process.

You will see that the Notice of Claim form sets out an aggregate amount equal to the amounts that you would otherwise have been eligible to receive in relation to your termination of employment, adjusted upwards to reflect the termination of your coverage for group insured benefits and pension plan membership. This amount has been calculated based on Article 50 of the current Collective Agreement "Transfer of Work".

1. Working Days of Notice or Pay in Lieu of Notice

In accordance with the current collective agreement, the Company has determined that you are entitled to an additional 3 days of working days of notice or pay in lieu of notice, calculated on the basis of \$88.00 which is your daily rate of pay as follows:

$$3 \text{ days working notice} \times \text{daily salary} = \$264.00 \text{ Pay in lieu of notice}$$

2. Severance Pay

Your claim includes a severance payment of \$555.73, subject to applicable deductions and withholdings.

In accordance with the collective agreement, you are entitled to pro-rated severance pay based upon the following:

- i. Two and one-half(2 ½) weeks' pay per year in respect of continuous service of up to fourteen (14) years, and;
- ii. Three (3) weeks' pay per year in respect of continuous service after fourteen (14) years.
- iii. The maximum payable shall be fifty (50) weeks' pay. In the case of an incomplete year, the severance pay shall be on a pro rata basis calculated to the nearest month.

The duration of your Notice Period and the calculation of your Severance Pay are inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code and inclusive of your entitlement to severance pay pursuant to section 235 of the Canada Labour Code.

For your reference, your entitlement to severance pay pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

$$1.3 \text{ Years of Service} \times 2/5 \text{ of Weekly Base Salary of } \$176.00 = \$91.52$$

Or

$$5/5 \text{ of Weekly Base Salary} = \$176.00$$

3. Vacation Pay

Your claim includes a payment, less applicable deductions and withholdings, in respect of vacation days earned, but not taken, prior to your last day of employment. As at the date hereof, you had accrued "0" vacation days and would, [subject to adjustment as at your last day of employment], be entitled to payment of \$0.00 in respect of your vacation entitlement (your "Vacation Pay"). [You will continue to accrue vacation entitlements until your last day of employment and your entitlement to Vacation Pay will be adjusted as at that date based on such additional accruals and in respect of any vacation days actually taken by you prior to your last day of employment.]

4. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of thirty (30) days, or until you are eligible for benefits at a new place of employment.

As noted above, your group benefits coverage will stop effective 30 days from your last day worked, December 30th, 2009 (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan.

You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit www.coverme.com.

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 30th, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

Please return all company property (including, but not limited to, laptop computer, blackberry, and any other electronic equipment owned by the company) on or before your last day of employment.

If you have any questions, please do not hesitate to contact Fraser Hiltz at 780-989-4611, the undersigned or the monitor at 1-888-318-4018.

Yours truly,

CANWEST TELEVISION LIMITED PARTNERSHIP

Wayne Rorke
General Manager/General Sales Manager
Global Saskatoon

c. Tim Spelliscy
Fraser Hiltz
File

CEP Local 5149 – M

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

APPLICANTS

CMI GENERAL NOTICE OF CLAIM

TO: Cheryl Osler
138 Goerzen Street
Saskatoon, SK Canada
S7K 7E3

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

The CMI Claims Schedule prepared by the CMI Entities sets your total Claim to be \$819.73, against the following entities:

<u>Entity</u>		<u>Amount of Claim</u>
Canwest Television Limited Partnership	Canadian Dollars	\$819.73

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

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

DATED at Toronto, this 12th day of November, 2009.

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

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

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018

Fax: 416-572-4068

Email: anna.sisask@fticonsulting.com

TAB V



Canwest™

Title is Exhibit "V" referred to in the affidavit of Robert Lunnair sworn before me at Vancouver, BC this 6 day of January, 20 10

Oliver Butler

A Commissioner for taking Affidavits for British Columbia

MOST PRIVATE AND CONFIDENTIAL

Chuck LaFerriere
122 Main Street
Saskatoon, Sask.
S7N 0B2

November 12, 2009

WITHOUT PREJUDICE

Dear Chuck,

Re: Termination of Employment

Further to our discussion, this letter confirms the termination of your employment with Canwest Television Limited Partnership (the "Company"), effective as of November 30th, 2009.

On October 6th, 2009, the Company and certain other Canwest entities filed for and were granted creditor protection under the Companies' Creditors Arrangement Act (CCAA). As a result of the CCAA filing, no payment will be made to you in relation to your termination of employment. Also, following your last day of scheduled work, your pension plan membership will cease and 30 days thereafter, your coverage for group insured benefits will end.

You are entitled however to make a claim for any amounts you would be eligible to receive in relation to your termination of employment (see below for the company's calculations in that regard).

A procedure for the filing of claims has been approved by the Court overseeing the CCAA proceeding and is available on the Monitor's web-site <http://cfcanada.fticonsulting.com/cmi>. As part of that claims process, the Company is required to send a Notice of Claim to all of its known creditors. Accordingly, please find enclosed a Notice of Claim setting out the company's calculation of your claim and an Instruction Letter concerning the claims process.

You will see that the Notice of Claim form sets out an aggregate amount equal to the amounts that you would otherwise have been eligible to receive in relation to your termination of employment, adjusted upwards to reflect the termination of your coverage for group insured benefits and pension plan membership. This amount has been calculated based on Article 50 of the current Collective Agreement "Transfer of Work".

1. Working Days of Notice or Pay in Lieu of Notice

In accordance with the current collective agreement, the Company has determined that you are entitled to an additional 13 days of working days of notice or pay in lieu of notice, calculated on the basis of \$140.00 which is your daily rate of pay as follows:

13 days working notice x daily salary = \$1,820.00 Pay in lieu of notice

2. Severance Pay

Your claim includes a severance payment of \$26,180.00, subject to applicable deductions and withholdings.

In accordance with the collective agreement, you are entitled to pro-rated severance pay based upon the following:

- i. Two and one-half (2 ½) weeks' pay per year in respect of continuous service of up to fourteen (14) years, and;
- ii. Three (3) weeks' pay per year in respect of continuous service after fourteen (14) years.
- iii. The maximum payable shall be fifty (50) weeks' pay. In the case of an incomplete year, the severance pay shall be on a pro rata basis calculated to the nearest month.

The duration of your Notice Period and the calculation of your Severance Pay are inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code and inclusive of your entitlement to severance pay pursuant to section 235 of the Canada Labour Code.

For your reference, your entitlement to severance pay pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

14.8 Years of Service x 2/5 of Weekly Base Salary of \$700.00 = \$4,144.00

Or

5/5 of Weekly Base Salary = \$700.00

3. Vacation Pay

Your claim includes a payment, less applicable deductions and withholdings, in respect of vacation days earned, but not taken, prior to your last day of employment. As at the date hereof, you had accrued 11.23 vacation days and would, [subject to adjustment as at your last day of employment], be entitled to payment of \$1,573.25 in respect of your vacation entitlement (your "Vacation Pay"). [You will continue to accrue vacation entitlements until your last day of employment and your entitlement to Vacation Pay will be adjusted as at that date based on such additional accruals and in respect of any vacation days actually taken by you prior to your last day of employment.]

4. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of thirty (30) days, or until you are eligible for benefits at a new place of employment.

As noted above, your group benefits coverage will stop effective 30 days from your last day worked, December 30th, 2009 (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan.

You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit www.coverme.com.

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 30th, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

Please return all company property (including, but not limited to, laptop computer, blackberry, and any other electronic equipment owned by the company) on or before your last day of employment.

If you have any questions, please do not hesitate to contact Fraser Hiltz at 780-989-4611, the undersigned or the monitor at 1-888-318-4018.

Yours truly,

CANWEST TELEVISION LIMITED PARTNERSHIP

Wayne Rorke
General Manager/General Sales Manager
Global Saskatoon

c. Tim Spelliscy
Fraser Hiltz
File

CEP Local 5149 - M

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

APPLICANTS

CMI GENERAL NOTICE OF CLAIM

TO: Chuck LaFerriere
122 Main Street
Saskatoon, SK Canada
S7N 0B2

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

The CMI Claims Schedule prepared by the CMI Entities sets your total Claim to be \$29,573.25, against the following entities:

<u>Entity</u>	<u>Amount of Claim</u>
Canwest Television Limited Partnership Canadian Dollars	\$29,573.25

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

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

DATED at Toronto, this 12th day of November, 2009.

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

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

Attention: Anna-Liisa Sisask

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

TAB W



07

This is Exhibit "W" referred to in the affidavit of Robert Lumgaire sworn before me at Vancouver, BC this 6 day of January, 20 10

Oliver Button
A Commissioner for taking Affidavits
for British Columbia

MOST PRIVATE AND CONFIDENTIAL

Ross Miller
#13, 103 Powe Street
Saskatoon, Sask.
S7N 1W5

November 12, 2009

WITHOUT PREJUDICE

Dear Ross,

Re: Termination of Employment

Further to our discussion, this letter confirms the termination of your employment with Canwest Television Limited Partnership (the "Company"), effective as of November 30th, 2009.

On October 6th, 2009, the Company and certain other Canwest entities filed for and were granted creditor protection under the Companies' Creditors Arrangement Act (CCAA).

As a result of the CCAA filing, no payment will be made to you in relation to your termination of employment. Also, following your last day of scheduled work, your pension plan membership will cease and 30 days thereafter, your coverage for group insured benefits will end.

You are entitled however to make a claim for any amounts you would be eligible to receive in relation to your termination of employment (see below for the company's calculations in that regard).

A procedure for the filing of claims has been approved by the Court overseeing the CCAA proceeding and is available on the Monitor's web-site <http://cfcanada.fticonsulting.com/cmi>. As part of that claims process, the Company is required to send a Notice of Claim to all of its known creditors. Accordingly, please find enclosed a Notice of Claim setting out the company's calculation of your claim and an Instruction Letter concerning the claims process.

You will see that the Notice of Claim form sets out an aggregate amount equal to the amounts that you would otherwise have been eligible to receive in relation to your termination of employment, adjusted upwards to reflect the termination of your coverage for group insured benefits and pension plan membership. This amount has been calculated based on Article 50 of the current Collective Agreement "Transfer of Work".

1. Working Days of Notice or Pay in Lieu of Notice

In accordance with the current collective agreement, the Company has determined that you are entitled to an additional 13 days of working days of notice or pay in lieu of notice, calculated on the basis of \$92 which is your daily rate of pay as follows:

$$13 \text{ days working notice} \times \text{daily salary} = \$1,196.00 \text{ Pay in lieu of notice}$$

2. Severance Pay

Your claim includes a severance payment of \$12,920.96, subject to applicable deductions and withholdings.

In accordance with the collective agreement, you are entitled to pro-rated severance pay based upon the following:

- i. Two and one-half(2 ½) weeks' pay per year in respect of continuous service of up to fourteen (14) years, and;
- ii. Three (3) weeks' pay per year in respect of continuous service after fourteen (14) years.
- iii. The maximum payable shall be fifty (50) weeks' pay. In the case of an incomplete year, the severance pay shall be on a pro rata basis calculated to the nearest month.

The duration of your Notice Period and the calculation of your Severance Pay are inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code and inclusive of your entitlement to severance pay pursuant to section 235 of the Canada Labour Code.

For your reference, your entitlement to severance pay pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

$$11.2 \text{ Years of Service} \times 2/5 \text{ of Weekly Base Salary of } \$460.00 = \$2060.80$$

Or

$$5/5 \text{ of Weekly Base Salary} = \$460.00$$

3. Vacation Pay

Your claim includes a payment, less applicable deductions and withholdings, in respect of vacation days earned, but not taken, prior to your last day of employment. As at the date hereof, you had accrued 36.56 vacation days and would, [subject to adjustment as at your last day of employment], be entitled to payment of \$3363.75 in respect of your vacation entitlement (your "Vacation Pay"). [You will continue to accrue vacation entitlements until your last day of employment and your entitlement to Vacation Pay will be adjusted as at that date based on such additional accruals and in respect of any vacation days actually taken by you prior to your last day of employment.]

4. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of thirty (30) days, or until you are eligible for benefits at a new place of employment.

As noted above, your group benefits coverage will stop effective 30 days from your last day worked, December 30th, 2009 (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan.

You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit www.coverme.com.

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 30th, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

Please return all company property (including, but not limited to, laptop computer, blackberry, and any other electronic equipment owned by the company) on or before your last day of employment.

If you have any questions, please do not hesitate to contact Fraser Hiltz at 780-989-4611, the undersigned or the monitor at 1-888-318-4018.

Yours truly,

CANWEST TELEVISION LIMITED PARTNERSHIP

Wayne Rorke
General Manager/General Sales Manager
Global Saskatoon

c. Tim Spelliscy
Fraser Hiltz
File

CEP Local 5149 – M

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

APPLICANTS

CMI GENERAL NOTICE OF CLAIM

TO: Ross Miller
#13 - 103 Powe Street
Saskatoon, SK Canada
S7N 1W5

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

The CMI Claims Schedule prepared by the CMI Entities sets your total Claim to be \$17,480.71, against the following entities:

<u>Entity</u>		<u>Amount of Claim</u>
Canwest Television Limited Partnership	Canadian Dollars	\$17,480.71

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

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

DATED at Toronto, this 12th day of November, 2009.

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

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

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

TAB X



This is Exhibit "X" referred to in the
affidavit of Robert Lumgaire
sworn before me at Vancouver, BC
this 6 day of January, 20 10

Walter J. Burton
A Commissioner for taking Affidavits
for British Columbia

MOST PRIVATE AND CONFIDENTIAL

Dave Giles
#3, 822 Ave. C. North
Saskatoon, Sask.
S7L 1J8

November 12, 2009

WITHOUT PREJUDICE

Dear Dave,

Re: Termination of Employment

Further to our discussion, this letter confirms the termination of your employment with Canwest Television Limited Partnership (the "Company"), effective as of November 30th, 2009.

On October 6th, 2009, the Company and certain other Canwest entities filed for and were granted creditor protection under the Companies' Creditors Arrangement Act (CCAA). As a result of the CCAA filing, no payment will be made to you in relation to your termination of employment. Also, following your last day of scheduled work, your pension plan membership will cease and 30 days thereafter, your coverage for group insured benefits will end.

You are entitled however to make a claim for any amounts you would be eligible to receive in relation to your termination of employment (see below for the company's calculations in that regard).

A procedure for the filing of claims has been approved by the Court overseeing the CCAA proceeding and is available on the Monitor's web-site <http://cfcanada.fticonsulting.com/cmi>. As part of that claims process, the Company is required to send a Notice of Claim to all of its known creditors. Accordingly, please find enclosed a Notice of Claim setting out the company's calculation of your claim and an Instruction Letter concerning the claims process.

You will see that the Notice of Claim form sets out an aggregate amount equal to the amounts that you would otherwise have been eligible to receive in relation to your termination of employment, adjusted upwards to reflect the termination of your coverage for group insured benefits and pension plan membership. This amount has been calculated based on Article 50 of the current Collective Agreement "Transfer of Work".

1. Working Days of Notice or Pay in Lieu of Notice

In accordance with the current collective agreement, the Company has determined that you are entitled to an additional 8 days of working days of notice or pay in lieu of notice, calculated on the basis of \$107.78 which is your daily rate of pay as follows:

$$8 \text{ days working notice} \times \text{daily salary} = \$862.27 \text{ Pay in lieu of notice}$$

2. Severance Pay

Your claim includes a severance payment of \$12,066.62, subject to applicable deductions and withholdings.

In accordance with the collective agreement, you are entitled to pro-rated severance pay based upon the following:

- i. Two and one-half (2 ½) weeks' pay per year in respect of continuous service of up to fourteen (14) years, and;
- ii. Three (3) weeks' pay per year in respect of continuous service after fourteen (14) years.
- iii. The maximum payable shall be fifty (50) weeks' pay. In the case of an incomplete year, the severance pay shall be on a pro rata basis calculated to the nearest month.

The duration of your Notice Period and the calculation of your Severance Pay are inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code and inclusive of your entitlement to severance pay pursuant to section 235 of the Canada Labour Code.

For your reference, your entitlement to severance pay pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

$$9.0 \text{ Years of Service} \times 2/5 \text{ of Weekly Base Salary of } \$538.92 = \$1,940.12$$

Or

$$5/5 \text{ of Weekly Base Salary} = \$538.92$$

3. Vacation Pay

Your claim includes a payment, less applicable deductions and withholdings, in respect of vacation days earned, but not taken, prior to your last day of employment. As at the date hereof, you had accrued 11.78 vacation days and would, [subject to adjustment as at your last day of employment], be entitled to payment of \$1,270.51 in respect of your vacation entitlement (your "Vacation Pay"). [You will continue to accrue vacation entitlements until your last day of employment and your entitlement to Vacation Pay will be adjusted as at that date based on such additional accruals and in respect of any vacation days actually taken by you prior to your last day of employment.]

4. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of thirty (30) days, or until you are eligible for benefits at a new place of employment.

As noted above, your group benefits coverage will stop effective 30 days from your last day worked, December 30th, 2009 (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan.

You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit www.coverme.com.

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 30th, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

Please return all company property (including, but not limited to, laptop computer, blackberry, and any other electronic equipment owned by the company) on or before your last day of employment.

If you have any questions, please do not hesitate to contact Fraser Hiltz at 780-989-4611, the undersigned or the monitor at 1-888-318-4018.

Yours truly,

CANWEST TELEVISION LIMITED PARTNERSHIP

Wayne Rorke
General Manager/General Sales Manager
Global Saskatoon

c. Tim Spelliscy
Fraser Hiltz
File

CEP Local 5149 – M

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

APPLICANTS

CMI GENERAL NOTICE OF CLAIM

TO: Dave Giles
#3 - 822 Avenue C N.
Saskatoon, SK Canada
S7L 1J8

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

The CMI Claims Schedule prepared by the CMI Entities sets your total Claim to be \$14,199.40, against the following entities:

<u>Entity</u>		<u>Amount of Claim</u>
Canwest Television Limited Partnership	Canadian Dollars	\$14,199.40

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

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

DATED at Toronto, this 12th day of November, 2009.

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

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

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

TAB Y



This is Exhibit " Y " referred to in the affidavit of Robert Lumgaire sworn before me at Vancouver, BC this 6 day of January, 2010

MOST PRIVATE AND CONFIDENTIAL


A Commissioner for taking Affidavits
for British Columbia

Devin Sauer
2507 Irvine Avenue
Saskatoon, Sask.
S7J 2A9

November 12, 2009

WITHOUT PREJUDICE

Dear Devon,

Re: Termination of Employment

Further to our discussion, this letter confirms the termination of your employment with Canwest Television Limited Partnership (the "Company"), effective as of November 30th, 2009.

On October 6th, 2009, the Company and certain other Canwest entities filed for and were granted creditor protection under the Companies' Creditors Arrangement Act (CCAA). As a result of the CCAA filing, no payment will be made to you in relation to your termination of employment. Also, following your last day of scheduled work, your pension plan membership will cease and 30 days thereafter, your coverage for group insured benefits will end.

You are entitled however to make a claim for any amounts you would be eligible to receive in relation to your termination of employment (see below for the company's calculations in that regard).

A procedure for the filing of claims has been approved by the Court overseeing the CCAA proceeding and is available on the Monitor's web-site <http://cfcanada.fticonsulting.com/cmi>. As part of that claims process, the Company is required to send a Notice of Claim to all of its known creditors. Accordingly, please find enclosed a Notice of Claim setting out the company's calculation of your claim and an Instruction Letter concerning the claims process.

You will see that the Notice of Claim form sets out an aggregate amount equal to the amounts that you would otherwise have been eligible to receive in relation to your termination of employment, adjusted upwards to reflect the termination of your coverage for group insured benefits and pension plan membership. This amount has been calculated based on Article 50 of the current Collective Agreement "Transfer of Work".

1. Severance Pay

Your claim includes a severance payment of \$671.44, subject to applicable deductions and withholdings.

In accordance with the collective agreement, you are entitled to pro-rated severance pay based upon the following:

- i. Two and one-half(2 ½) weeks' pay per year in respect of continuous service of up to fourteen (14) years, and;
- ii. Three (3) weeks' pay per year in respect of continuous service after fourteen (14) years.
- iii. The maximum payable shall be fifty (50) weeks' pay. In the case of an incomplete year, the severance pay shall be on a pro rata basis calculated to the nearest month.

The duration of your Notice Period and the calculation of your Severance Pay are inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code and inclusive of your entitlement to severance pay pursuant to section 235 of the Canada Labour Code.

For your reference, your entitlement to severance pay pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

0.5 Years of Service x 2/5 of Weekly Base Salary of \$553.84 = \$110.76

Or

5/5 of Weekly Base Salary = \$553.84

2. Vacation Pay

Your claim includes a payment, less applicable deductions and withholdings, in respect of vacation days earned, but not taken, prior to your last day of employment. As at the date hereof, you had accrued 5.87 vacation days and would, [subject to adjustment as at your last day of employment], be entitled to payment of \$650.76 in respect of your vacation entitlement (your "Vacation Pay"). [You will continue to accrue vacation entitlements until your last day of employment and your entitlement to Vacation Pay will be adjusted as at that date based on such additional accruals and in respect of any vacation days actually taken by you prior to your last day of employment.]

3. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of thirty (30) days, or until you are eligible for benefits at a new place of employment.

As noted above, your group benefits coverage will stop effective 30 days from your last day worked, December 30th, 2009 (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan.

You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit www.coverme.com.

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 30th, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

Please return all company property (including, but not limited to, laptop computer, blackberry, and any other electronic equipment owned by the company) on or before your last day of employment.

If you have any questions, please do not hesitate to contact Fraser Hiltz at 780-989-4611, the undersigned or the monitor at 1-888-318-4018.

Yours truly,

CANWEST TELEVISION LIMITED PARTNERSHIP

Wayne Rorke
General Manager/General Sales Manager
Global Saskatoon

c. Tim Spelliscy
Fraser Hiltz
File

CEP Local 5149 - M

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

APPLICANTS

CMI GENERAL NOTICE OF CLAIM

TO: Devin Sauer
2507 Irvine Ave
Saskatoon, SK Canada
S7J 2A9

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

The CMI Claims Schedule prepared by the CMI Entities sets your total Claim to be \$1,322.20, against the following entities:

<u>Entity</u>		<u>Amount of Claim</u>
Canwest Television Limited Partnership	Canadian Dollars	\$1,322.20

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

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

DATED at Toronto, this 12th day of November, 2009.

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

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

Attention: Anna-Liisa Sisask

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

TAB Z



Canwest™

This is Exhibit "Z" referred to in the affidavit of Robert Lumgair sworn before me at Vancouver, BC this 6 day of January, 20 10

MOST PRIVATE AND CONFIDENTIAL

Alta Buten
A Commissioner for taking Affidavits
for British Columbia

Jay Newton
1622 McKercher Dr.
Saskatoon, Sask.
S7H 5E1

November 12, 2009

WITHOUT PREJUDICE

Dear Jay,

Re: Termination of Employment

Further to our discussion, this letter confirms the termination of your employment with Canwest Television Limited Partnership (the "Company"), effective as of November 30th, 2009.

On October 6th, 2009, the Company and certain other Canwest entities filed for and were granted creditor protection under the Companies' Creditors Arrangement Act (CCAA). As a result of the CCAA filing, no payment will be made to you in relation to your termination of employment. Also, following your last day of scheduled work, your pension plan membership will cease and 30 days thereafter, your coverage for group insured benefits will end.

You are entitled however to make a claim for any amounts you would be eligible to receive in relation to your termination of employment (see below for the company's calculations in that regard).

A procedure for the filing of claims has been approved by the Court overseeing the CCAA proceeding and is available on the Monitor's web-site <http://cfcanada.fticonsulting.com/cmi>. As part of that claims process, the Company is required to send a Notice of Claim to all of its known creditors. Accordingly, please find enclosed a Notice of Claim setting out the company's calculation of your claim and an Instruction Letter concerning the claims process.

You will see that the Notice of Claim form sets out an aggregate amount equal to the amounts that you would otherwise have been eligible to receive in relation to your termination of employment, adjusted upwards to reflect the termination of your coverage for group insured benefits and pension plan membership. This amount has been calculated based on Article 50 of the current Collective Agreement "Transfer of Work".

1. Working Days of Notice or Pay in Lieu of Notice

In accordance with the current collective agreement, the Company has determined that you are entitled to an additional 13 days of working days of notice or pay in lieu of notice, calculated on the basis of \$80.50 which is your daily rate of pay as follows:

13 days working notice x daily salary = \$1,046.50 Pay in lieu of notice

2. Severance Pay

Your claim includes a severance payment of \$11,518.12, subject to applicable deductions and withholdings.

In accordance with the collective agreement, you are entitled to pro-rated severance pay based upon the following:

- i. Two and one-half (2 ½) weeks' pay per year in respect of continuous service of up to fourteen (14) years, and;
- ii. Three (3) weeks' pay per year in respect of continuous service after fourteen (14) years.
- iii. The maximum payable shall be fifty (50) weeks' pay. In the case of an incomplete year, the severance pay shall be on a pro rata basis calculated to the nearest month.

The duration of your Notice Period and the calculation of your Severance Pay are inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code and inclusive of your entitlement to severance pay pursuant to section 235 of the Canada Labour Code.

For your reference, your entitlement to severance pay pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

11.4 Years of Service x 2/5 of Weekly Base Salary of \$402.50 = \$1,835.40

Or

5/5 of Weekly Base Salary = \$402.50

3. Vacation Pay

Your claim includes a payment, less applicable deductions and withholdings, in respect of vacation days earned, but not taken, prior to your last day of employment. As at the date hereof, you had accrued "0" vacation days and would, [subject to adjustment as at your last day of employment], be entitled to payment of \$0.00 in respect of your vacation entitlement (your "Vacation Pay"). [You will continue to accrue vacation entitlements until your last day of employment and your entitlement to Vacation Pay will be adjusted as at that date based on such additional accruals and in respect of any vacation days actually taken by you prior to your last day of employment.]

4. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of thirty (30) days, or until you are eligible for benefits at a new place of employment.

As noted above, your group benefits coverage will stop effective 30 days from your last day worked, December 30th, 2009 (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan.

You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit www.coverme.com.

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 30th, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

Please return all company property (including, but not limited to, laptop computer, blackberry, and any other electronic equipment owned by the company) on or before your last day of employment.

If you have any questions, please do not hesitate to contact Fraser Hiltz at 780-989-4611, the undersigned or the monitor at 1-888-318-4018.

Yours truly,

CANWEST TELEVISION LIMITED PARTNERSHIP

Wayne Rorke
General Manager/General Sales Manager
Global Saskatoon

c. Tim Spelliscy
Fraser Hiltz
File

CEP Local 5149 – M

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

APPLICANTS

CMI GENERAL NOTICE OF CLAIM

TO: Jay Newton
1622 McKercher Dr.
Saskatoon, SK Canada
S7H 5E1

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

The CMI Claims Schedule prepared by the CMI Entities sets your total Claim to be \$12,564.62, against the following entities:

<u>Entity</u>		<u>Amount of Claim</u>
Canwest Television Limited Partnership	Canadian Dollars	\$12,564.62

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

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

DATED at Toronto, this 12th day of November, 2009.

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

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

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

TAB AA



Canwest™

This is Exhibit "AA" referred to in the
affidavit of Robert Lungair
sworn before me at Vancouver, BC
this 6 day of January, 20 10

Della Burton
A Commissioner for Taking Affidavits
for British Columbia

MOST PRIVATE AND CONFIDENTIAL

Collin Konrath
425 St Laurent Crescent
Saskatoon, Sask.
S7L 4X3

November 12, 2009

WITHOUT PREJUDICE

Dear Collin,

Re: Termination of Employment

Further to our discussion, this letter confirms the termination of your employment with Canwest Television Limited Partnership (the "Company"), effective as of November 30th, 2009.

On October 6th, 2009, the Company and certain other Canwest entities filed for and were granted creditor protection under the Companies' Creditors Arrangement Act (CCAA). As a result of the CCAA filing, no payment will be made to you in relation to your termination of employment. Also, following your last day of scheduled work, your pension plan membership will cease and 30 days thereafter, your coverage for group insured benefits will end.

You are entitled however to make a claim for any amounts you would be eligible to receive in relation to your termination of employment (see below for the company's calculations in that regard).

A procedure for the filing of claims has been approved by the Court overseeing the CCAA proceeding and is available on the Monitor's web-site <http://cfcanada.fticonsulting.com/cmi>. As part of that claims process, the Company is required to send a Notice of Claim to all of its known creditors. Accordingly, please find enclosed a Notice of Claim setting out the company's calculation of your claim and an Instruction Letter concerning the claims process.

You will see that the Notice of Claim form sets out an aggregate amount equal to the amounts that you would otherwise have been eligible to receive in relation to your termination of employment, adjusted upwards to reflect the termination of your coverage for group insured benefits and pension plan membership. This amount has been calculated based on Article 50 of the current Collective Agreement "Transfer of Work".

1. Working Days of Notice or Pay in Lieu of Notice

In accordance with the current collective agreement, the Company has determined that you are entitled to an additional 8 days of working days of notice or pay in lieu of notice, calculated on the basis of \$80.50 which is your daily rate of pay as follows:

$$8 \text{ days working notice} \times \text{daily salary} = \$644.00 \text{ Pay in lieu of notice}$$

2. Severance Pay

Your claim includes a severance payment of \$9,425.67, subject to applicable deductions and withholdings.

In accordance with the collective agreement, you are entitled to pro-rated severance pay based upon the following:

- i. Two and one-half(2 ½) weeks' pay per year in respect of continuous service of up to fourteen (14) years, and;
- ii. Three (3) weeks' pay per year in respect of continuous service after fourteen (14) years.
- iii. The maximum payable shall be fifty (50) weeks' pay. In the case of an incomplete year, the severance pay shall be on a pro rata basis calculated to the nearest month.

The duration of your Notice Period and the calculation of your Severance Pay are inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code and inclusive of your entitlement to severance pay pursuant to section 235 of the Canada Labour Code.

For your reference, your entitlement to severance pay pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

$$9.4 \text{ Years of Service} \times 2/5 \text{ of Weekly Base Salary of } \$402.50 = \$1,513.40$$

Or

$$5/5 \text{ of Weekly Base Salary} = \$402.50$$

3. Vacation Pay

Your claim includes a payment, less applicable deductions and withholdings, in respect of vacation days earned, but not taken, prior to your last day of employment. As at the date hereof, you had accrued "0" vacation days and would, [subject to adjustment as at your last day of employment], be entitled to payment of \$0.00 in respect of your vacation entitlement (your "Vacation Pay"). [You will continue to accrue vacation entitlements until your last day of employment and your entitlement to Vacation Pay will be adjusted as at that date based on such additional accruals and in respect of any vacation days actually taken by you prior to your last day of employment.]

4. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of thirty (30) days, or until you are eligible for benefits at a new place of employment.

As noted above, your group benefits coverage will stop effective 30 days from your last day worked, December 30th, 2009 (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan.

You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit www.coverme.com.

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 30th, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

Please return all company property (including, but not limited to, laptop computer, blackberry, and any other electronic equipment owned by the company) on or before your last day of employment.

If you have any questions, please do not hesitate to contact Fraser Hiltz at 780-989-4611, the undersigned or the monitor at 1-888-318-4018.

Yours truly,

CANWEST TELEVISION LIMITED PARTNERSHIP

Wayne Rorke
General Manager/General Sales Manager
Global Saskatoon

c. Tim Spelliscy
Fraser Hiltz
File

CEP Local 5149 - M

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

APPLICANTS

CMI GENERAL NOTICE OF CLAIM

TO: Collin Konrath
425 St. Laurent Cres.
Saskatoon, SK Canada
S7L 4X3

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

The CMI Claims Schedule prepared by the CMI Entities sets your total Claim to be \$10,069.67, against the following entities:

<u>Entity</u>		<u>Amount of Claim</u>
Canwest Television Limited Partnership	Canadian Dollars	\$10,069.67

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

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

DATED at Toronto, this 12th day of November, 2009.

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

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

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

TAB BB



Canwest™

This is Exhibit "BB" referred to in the affidavit of Robert Lumgair sworn before me at Vancouver, BC this 6 day of January, 20 10

MOST PRIVATE AND CONFIDENTIAL

Donna Breen
A Commissioner for taking Affidavits
for British Columbia

Warren Hall
21 - 455 Pinehouse Dr
Saskatoon, Sask.
S7K 5X1

November 12, 2009

WITHOUT PREJUDICE

Dear Warren,

Re: Termination of Employment

Further to our discussion, this letter confirms the termination of your employment with Canwest Television Limited Partnership (the "Company"), effective as of November 30th, 2009.

On October 6th, 2009, the Company and certain other Canwest entities filed for and were granted creditor protection under the Companies' Creditors Arrangement Act (CCAA). As a result of the CCAA filing, no payment will be made to you in relation to your termination of employment. Also, following your last day of scheduled work, your pension plan membership will cease and 30 days thereafter, your coverage for group insured benefits will end.

You are entitled however to make a claim for any amounts you would be eligible to receive in relation to your termination of employment (see below for the company's calculations in that regard).

A procedure for the filing of claims has been approved by the Court overseeing the CCAA proceeding and is available on the Monitor's web-site <http://cfcanada.fticonsulting.com/cmi>. As part of that claims process, the Company is required to send a Notice of Claim to all of its known creditors. Accordingly, please find enclosed a Notice of Claim setting out the company's calculation of your claim and an Instruction Letter concerning the claims process.

You will see that the Notice of Claim form sets out an aggregate amount equal to the amounts that you would otherwise have been eligible to receive in relation to your termination of employment, adjusted upwards to reflect the termination of your coverage for group insured benefits and pension plan membership. This amount has been calculated based on Article 50 of the current Collective Agreement "Transfer of Work".

1. Working Days of Notice or Pay in Lieu of Notice

In accordance with the current collective agreement, the Company has determined that you are entitled to an additional 3 days of working days of notice or pay in lieu of notice, calculated on the basis of \$80.50 which is your daily rate of pay as follows:

$$3 \text{ days working notice} \times \text{daily salary} = \$241.50 \text{ Pay in lieu of notice}$$

2. Severance Pay

Your claim includes a severance payment of \$1,899.47, subject to applicable deductions and withholdings.

In accordance with the collective agreement, you are entitled to pro-rated severance pay based upon the following:

- i. Two and one-half(2 ½) weeks' pay per year in respect of continuous service of up to fourteen (14) years, and;
- ii. Three (3) weeks' pay per year in respect of continuous service after fourteen (14) years.
- iii. The maximum payable shall be fifty (50) weeks' pay. In the case of an incomplete year, the severance pay shall be on a pro rata basis calculated to the nearest month.

The duration of your Notice Period and the calculation of your Severance Pay are inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code and inclusive of your entitlement to severance pay pursuant to section 235 of the Canada Labour Code.

For your reference, your entitlement to severance pay pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

$$1.9 \text{ Years of Service} \times 2/5 \text{ of Weekly Base Salary of } \$402.50 = \$305.90$$

Or

$$5/5 \text{ of Weekly Base Salary} = \$402.50$$

3. Vacation Pay

Your claim includes a payment, less applicable deductions and withholdings, in respect of vacation days earned, but not taken, prior to your last day of employment. As at the date hereof, you had accrued "0" vacation days and would, [subject to adjustment as at your last day of employment], be entitled to payment of \$0.00 in respect of your vacation entitlement (your "Vacation Pay"). [You will continue to accrue vacation entitlements until your last day of employment and your entitlement to Vacation Pay will be adjusted as at that date based on such additional accruals and in respect of any vacation days actually taken by you prior to your last day of employment.]

4. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of thirty (30) days, or until you are eligible for benefits at a new place of employment.

As noted above, your group benefits coverage will stop effective 30 days from your last day worked, December 30th, 2009 (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan.

You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit www.coverme.com.

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 30th, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

Please return all company property (including, but not limited to, laptop computer, blackberry, and any other electronic equipment owned by the company) on or before your last day of employment.

If you have any questions, please do not hesitate to contact Fraser Hiltz at 780-989-4611, the undersigned or the monitor at 1-888-318-4018.

Yours truly,

CANWEST TELEVISION LIMITED PARTNERSHIP

Wayne Rorke
General Manager/General Sales Manager
Global Saskatoon

c. Tim Spelliscy
Fraser Hiltz
File

CEP Local 5149 - M

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

APPLICANTS

CMI GENERAL NOTICE OF CLAIM

TO: Warren Hall
21 - 455 Pinehouse Drive
Saskatoon, SK Canada
S7K 5X1

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

The CMI Claims Schedule prepared by the CMI Entities sets your total Claim to be \$2,140.97, against the following entities:

<u>Entity</u>		<u>Amount of Claim</u>
Canwest Television Limited Partnership	Canadian Dollars	\$2,140.97

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

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

DATED at Toronto, this 12th day of November, 2009.

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

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

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

TAB CC



This is a "CC" referred to in the affidavit of Robert Lungair sworn before me at Vancouver, BC this 6 day of January, 20 10

Walter Batten
A Commissioner for taking Affidavits for British Columbia

MOST PRIVATE AND CONFIDENTIAL

Christopher Stanton
2507 Irvine Avenue
Saskatoon, Sask.
S7J 2A9

November 12, 2009

WITHOUT PREJUDICE

Dear Christopher,

Re: Termination of Employment

Further to our discussion, this letter confirms the termination of your employment with Canwest Television Limited Partnership (the "Company"), effective as of November 30th, 2009.

On October 6th, 2009, the Company and certain other Canwest entities filed for and were granted creditor protection under the Companies' Creditors Arrangement Act (CCAA). As a result of the CCAA filing, no payment will be made to you in relation to your termination of employment. Also, following your last day of scheduled work, your pension plan membership will cease and 30 days thereafter, your coverage for group insured benefits will end.

You are entitled however to make a claim for any amounts you would be eligible to receive in relation to your termination of employment (see below for the company's calculations in that regard).

A procedure for the filing of claims has been approved by the Court overseeing the CCAA proceeding and is available on the Monitor's web-site <http://cfcanada.fticonsulting.com/cmi>. As part of that claims process, the Company is required to send a Notice of Claim to all of its known creditors. Accordingly, please find enclosed a Notice of Claim setting out the company's calculation of your claim and an Instruction Letter concerning the claims process.

You will see that the Notice of Claim form sets out an aggregate amount equal to the amounts that you would otherwise have been eligible to receive in relation to your termination of employment, adjusted upwards to reflect the termination of your coverage for group insured benefits and pension plan membership. This amount has been calculated based on Article 50 of the current Collective Agreement "Transfer of Work".

1. Severance Pay

Your claim includes a severance payment of \$317.70, subject to applicable deductions and withholdings.

In accordance with the collective agreement, you are entitled to pro-rated severance pay based upon the following:

- i. Two and one-half (2 ½) weeks' pay per year in respect of continuous service of up to fourteen (14) years, and;
- ii. Three (3) weeks' pay per year in respect of continuous service after fourteen (14) years.
- iii. The maximum payable shall be fifty (50) weeks' pay. In the case of an incomplete year, the severance pay shall be on a pro rata basis calculated to the nearest month.

The duration of your Notice Period and the calculation of your Severance Pay are inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code and inclusive of your entitlement to severance pay pursuant to section 235 of the Canada Labour Code.

For your reference, your entitlement to severance pay pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

$$0.4 \text{ Years of Service} \times 2/5 \text{ of Weekly Base Salary of } \$356.80 = \$57.08$$

Or

$$5/5 \text{ of Weekly Base Salary} = \$356.80$$

2. Vacation Pay

Your claim includes a payment, less applicable deductions and withholdings, in respect of vacation days earned, but not taken, prior to your last day of employment. As at the date hereof, you had accrued "0" vacation days and would, [subject to adjustment as at your last day of employment], be entitled to payment of \$0.00 in respect of your vacation entitlement (your "Vacation Pay"). [You will continue to accrue vacation entitlements until your last day of employment and your entitlement to Vacation Pay will be adjusted as at that date based on such additional accruals and in respect of any vacation days actually taken by you prior to your last day of employment.]

3. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of thirty (30) days, or until you are eligible for benefits at a new place of employment.

As noted above, your group benefits coverage will stop effective 30 days from your last day worked, December 30th, 2009 (the "Benefit Cessation Date"). As a result, all benefit claims incurred prior to the Benefit Cessation Date will continue to be processed and paid in accordance with the terms of the applicable plan.

You should make your own arrangements for such replacement benefits coverage as you see fit. Should you wish to purchase individual insurance, without having to submit to a medical, you must contact Manulife within 60 days of discontinuance of your group benefits. Manulife can be contacted directly at 1-877-268-3763 or visit www.coverme.com.

Please also note that a Group Life Insurance conversion option may exist that will allow you to obtain individual life insurance within 31 days from November 30th, 2009 on receipt of a written application together with the required premium deposit. This premium is based on the insurer's individual policy rates. To obtain further information on whether conversion is available to you, please contact Manulife at 1-800-268-6195.

Please return all company property (including, but not limited to, laptop computer, blackberry, and any other electronic equipment owned by the company) on or before your last day of employment.

If you have any questions, please do not hesitate to contact Fraser Hiltz at 780-989-4611, the undersigned or the monitor at 1-888-318-4018.

Yours truly,

CANWEST TELEVISION LIMITED PARTNERSHIP

Wayne Rorke
General Manager/General Sales Manager
Global Saskatoon

c. Tim Spelliscy
Fraser Hiltz
File

CEP Local 5149 – M

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

APPLICANTS

CMi GENERAL NOTICE OF CLAIM

TO: Christopher Stanton
2507 Irvine Avenue
Saskatoon, SK Canada
S7J 2A9

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

The CMI Claims Schedule prepared by the CMI Entities sets your total Claim to be \$317.70, against the following entities:

<u>Entity</u>		<u>Amount of Claim</u>
Canwest Television Limited Partnership	Canadian Dollars	\$317.70

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

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

DATED at Toronto, this 12th day of November, 2009.

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

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

Attention: Anna-Liisa Sisask

Telephone: 1-888-318-4018

Fax: 416-572-4068

Email: anna.sisask@fticonsulting.com

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.

Applicants

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF ROB LUMGAIR

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@caleywwray.com

Jesse Kugler (LSUC #55269V)

Tel: 416-775-4677

Fax: 416-366-3293

kuglerj@caleywwray.com

Lawyers for the Communications, Energy
and Paperworkers Union of Canada

TAB 3

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 Proposed Plan of
Compromise or Arrangement of Canwest Global
Communications Corp. and the other Applicants listed
on Schedule "A"**

APPLICANTS

AFFIDAVIT OF CAROL MACGREGOR

(Sworn January 7, 2010)

I, Carol MacGregor, of Cochrane, in the Province of Alberta, **MAKE OATH AND
SAY:**

1. I am a former employee at Global Calgary (the "Employer"), and as such I have knowledge of the matters to which I hereinafter depose except where stated to be based on information and belief, and where so stated I verily believe them to be true.

Background

2. I started working full-time at the Employer's station on April 3, 2000, as a graphic designer in the Art Department, which is a part of the Creative Services Department. It was a job I loved doing. In that role I was a part of the creative

teams that launched a new national look for Global in 2003, as well as bringing the E! Television Network to Canada in September of 2007.

3. In November of 2007 I announced my pregnancy and gave six months' notice of my intention to take maternity leave. My last day of work was May 7, 2008 and my son was born May 20, 2008.
4. Before my maternity leave, my husband had been off work for almost a full year to have several major surgeries to reconstruct his hips. His recovery involved a lot of intense physiotherapy, massage therapy and chiropractic care, most of which was covered by our extended medical insurance, but some of which we did have to pay for out-of-pocket. We expected that he would return to work around the time our son Rowan was born. Unfortunately, his recovery did not go as planned and he was scheduled to have another surgery and was put on a long wait list. He was on long-term disability through his work insurance and his salary was reduced to about 60 to 70% of his regular wage. While we were both happy he was home, financially it was scary.
5. For the duration of my maternity leave, my only income was EI maternity benefits, which amounted to less than half of my usual salary.
6. While I was on maternity leave I learned that CanWest was having financial difficulties and there was a possibility that they would have to sell the E! stations, which would put many jobs at our station at risk. However, I also learned that a more senior member of the Art Department had decided to leave. This meant that my seniority would increase and that upon my return to work I would switch from being an 'E!' employee to a 'Global' employee, because of my change in seniority. My manager, Lynda Ritz, called me at home to confirm this and to assure me that my job would be secure.
7. I returned to work on May 6, 2009.

Recent Events

8. During a meeting on July 22, 2009 I learned that CanWest had decided to sell or close the E! stations by August 31st, terminating all of the E! positions and giving the E! employees six weeks of working notice.
9. At first I did not understand that this meant my job was terminated because I had been assured that the closing or selling of E! would not affect me. It was not until the end of the meeting when someone in the room asked about the Art Department that it became clear to me that I would have no job. I completely panicked because I had just returned to work from my maternity leave and my husband and I were struggling financially.
10. A copy of my layoff notice is attached as Exhibit "A".
11. While I was given the option of bumping someone less senior, I learned that the job available to me was on a shift work schedule and because my husband already works shift work and we have very little family nearby to assist us with child care, this would require paying for child care for our son until midnight or very early in the morning many times a month, which we could not afford.
12. I decided to take the layoff package. Leaving a job that I loved and that I had for almost 10 years was a difficult and agonizing decision to make, but because of the severance money, I felt I would have some time to find a new job and it would allow my husband and I to get our finances in order. At the very least I would have about six months of pay that might last until I found another job or could build a freelance career for myself.
13. Four days before my last day of work, I was informed that instead of getting my severance in a lump sum it would be given to me in the form of salary

continuance. To the best of my knowledge, this is the first time the Employer has paid severance in salary continuance instead of in a lump sum. I was devastated and upset by this news.

14. The Employer again gave us the option to bump a less senior employee. In considering this option, I spoke to many of my managers. I was assured, in particular by Ron Bell, the General Manager, that there was no way CanWest would file for CCAA protection and he said that I should not even worry about it. Therefore, I decided to stick to my original decision to take the layoff package.
15. In October, I found out that CanWest had filed for CCAA protection and that I would not get any more severance pay. My total severance claim was \$21,627.07. I am still owed \$18,076.99.
16. When I heard this news, I was in disbelief. I also learned that my family's extended medical benefits package would stop within a month's time. Having a one-year-old son, I was frantic to make sure that we would have some sort of extended benefits plan. We were able to obtain coverage from my husband's company, but at the cost of about \$100 per month.
17. I applied for EI. However, because I had just come back from maternity leave, I did not qualify for the standard 40 weeks; I was told I would only get 25 weeks. Also, because of the waiting period, I had no income for the month of October.
18. Now that I am only receiving EI benefits it has been tough on my family. We have had to be very careful about how we spend money. I have had to make a point of buying my son used clothing and toys. We very rarely eat out or go out for entertainment. We even decided to use our "Airmiles" to get our son his Christmas gift this year and we drastically cut back what we spent on gifts for friends and family.

- 19. I am looking for work, but with the economy being the way that it is, there are not a lot of jobs in the advertising field for graphic designers. Because my severance payments have been discontinued, I am concerned that I will not be able to find a job in my field before our money runs out. I am still hopeful that I will be able find another job that I will love as much as I loved my job at Canwest.
- 20. I make this affidavit in good faith and in support of the CEP's motion in relation to severance pay, and for no improper purpose.

SWORN before me at the City of Cochrane, in the Province of Alberta, this 7th day of January, 2010.

A. Joubert

A Commissioner for taking affidavits.

A Carol MacGregor

Carol MacGregor

ANNA-MARIE JOUBERT
A Notary Public in and for
the Province of Alberta

TAB A

107

This is Exhibit "A" referred to in the
affidavit of Carol MacGregor
sworn before me at Cochrane, AB
this 7th day of January, 2010

PERSONAL & CONFIDENTIAL

August 25, 2009

A. Joubert
A Commissioner for taking Affidavits
for British Columbia ALBERTA

WITHOUT PREJUDICE

ANNA-MARIE JOUBERT
A Notary Public in and for
the Province of Alberta

Carol MacGregor
108 West Terrace Place
Cochrane, Alberta
T4C 1S2

Dear Carol:

On July 22, 2009 you received formal notice of layoff from Global Calgary effective August 31, 2009. This letter details the terms of your severance arrangements calculated effective as of August 31, 2009.

To assist you in your transition to new employment, the Company is offering you the following arrangements:

1. Notice of Layoff

- In accordance with the collective agreement, you are eligible to receive an additional two (2) days' pay in lieu of notice. This notice of layoff is inclusive of the minimum two week notice period required pursuant to section 230 of the Canada Labour Code.

2. Severance Pay

In accordance with the collective agreement, you are eligible to receive pro-rated severance of two (2) weeks for each year of service up to seven (7) years, and three (3) weeks for each year of service, beyond seven (7) years to a maximum of fifty-two (52) weeks.

Your entitlement to severance pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code. For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:

Severance Pay = the greater of:

9.4 Years of Service x 2/5 of Weekly Base Salary of \$1,006.80 = \$3,785.57

Or

5/5 of Weekly Base Salary = \$1,006.80

3. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

4. Vacation Pay

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to August 31, 2009. As at the date hereof, you had accrued approximately 11.85 vacation days and would, subject to adjustment as at August 31, be entitled to an estimated payment of \$2387.12 in respect of your vacation entitlement (your "Vacation Pay"). Vacation will be paid to you in a single lump sum payment on pay period of August 31, 2009.

5. Employee Benefits

If you are currently on the Company's group health and welfare plan, while you are laid off, the Company will continue, with the exception of long-term disability, your total group health and welfare payments for a period of layoff up to a maximum of 6 months or until you are eligible for benefits at a new place of employment.

6. Career Transition Program

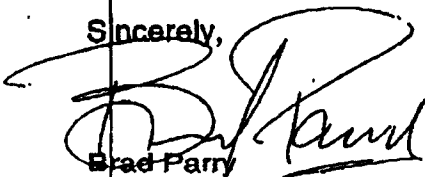
In order to assist you in your transition to new employment, you will receive career transition services from KWA Partners. Please contact Elizabeth Wade at 403.777.2388 to register for this service. This service may be of valuable assistance to you in identifying and accessing opportunities for alternate employment and we encourage you to take advantage of it.

7. Salary Continuance and Payment Schedule

In light of the Company's current financial constraints, payment of your Severance Pay (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing September 1, 2009 and ending January 28, 2010. Payments during these 21.60 weeks will total \$21,627.07 and shall be paid to you on the same timing and frequency as your current pay schedule.

Carol, please accept our thanks for your valuable contribution to EI Marketing and Global Calgary. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,



Brad Parry
Vice President, EI Marketing Canada

cc: Human Resources

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.

Applicants

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF CAROL MACGREGOR

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 4

**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 STEVE BARKER

(Sworn January 7, 2010)

I, Steve Barker, of Kelowna, in the Province of British Columbia, **MAKE OATH
AND SAY:**

1. I am a former employee at CHBC Kelowna (the "Employer") and as such I have knowledge of the matters to which I hereinafter depose except where stated to be based on information and belief, and where so stated I verily believe them to be true.

Background

2. I began working at CHBC in Kelowna in 1973, when I was 21 years old. I started off as a master control operator and from there became involved in production switching and editing of news stories and local commercials.

3. I left CHBC briefly in the summer of 1976 but was rehired in December 1976, starting again in the studio and then moving on to the production control room where I switched news, and edited stories and commercials.
4. After another hiatus from 1979 to 1980, I returned again to CHBC, where I have been working ever since. Upon being rehired on June 1, 1980, I started back in master control again, and eventually ended up back in production, switching news.
5. In September 2008, I was promoted to the position of Editor II.
6. I held the position of Editor II until I received notice of layoff on November 12, 2008, when I chose to exercise my bumping rights and returned to the position of master control operator.

Recent Events

7. On September 3, 2009, I again received notice of layoff, effective December 3, 2009. A copy of my layoff notice is attached as Exhibit "A".
8. I was one of nine (9) employees who were laid off.
9. Unlike my previous layoff notice, or any other layoff notice I have seen at CHBC, the September 3, 2009 layoff notice stated that severance pay would be paid as salary continuance, as opposed to a lump sum payment, as had been done in the past.
10. According to my layoff letter, I would be paid \$87,725.60. This is the equivalent of about one and a half years' salary.
11. Deciding whether to take the severance or to exercise my bumping rights was not an easy decision. However, I reasoned that \$87,725.60 would give me about

one and a half years to undergo some retraining while my expenses were paid. For that reason, I chose to take the severance money instead of bumping.

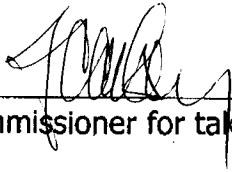
12. At the time I made the decision to opt for severance, I had no idea that Canwest was going to seek protection under the *Companies' Creditors Arrangement Act* ("CCAA").
13. Some time shortly after October 6, 2009, Dennis Gabelhouse, our General Manager, called me to his office and informed me that because of the CCAA matter, all payments outlined in the September 3, 2009 layoff letter, other than payment of my regular salary up until my termination date, would stop.
14. I was also told that I would not qualify for my severance pay unless I remained at CHBC until my termination date.
15. At the time I learned about the CCAA proceedings, I had 28 unused vacation days. I was advised that if I did not use these days up, they would not be paid out on my termination date, which is what the collective agreement provides. Therefore, I decided to take my vacation time before leaving. I worked up until October 23rd, then took vacation days up until my last day on December 3, 2009.
16. Not receiving my severance pay has had a significant impact on me and my family.
17. I have been without any regular income since my last day as a CHBC employee, December 3, 2009. Up until now, I have been the primary wage-earner in my household. While my wife works for the local School District as an educational assistant, she is paid hourly, and as a result does not get paid during school breaks. While she has applied for EI, her application is not likely to be approved until later this month.
18. As a result, our total income for December was reduced by approximately \$2000. This has placed a significant financial strain on my family, particularly given that

it was Christmas. We changed our travel plans for the Christmas holidays and have cancelled our annual Spring Break vacation.

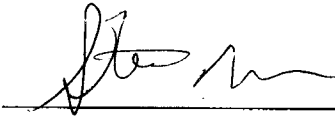
19. For the first time in my life, I have had to apply for E.I. I have still not received any benefits.
20. Meanwhile, I have started to look for work. I have sent out approximately 15 resumes to a variety of places, including an express delivery company, some electronics stores, municipalities, and a cable company. While I managed to find some temporary contract work over the Christmas break, so far I have had no luck at all in finding a permanent job.
21. Because of my age (I am 57 years old) and the fact that most of my experience has been in the television industry only, I am concerned that I will not easily find work, particularly given the state of the economy.
22. We have two sons, Andrew (age 22) and Dylan (age 19). We paid Andrew's education costs, at the Centre For Arts & Technology, of approximately \$17,000. Dylan is a dependant whose education as an electrical apprentice we are paying for now. Combined with other household expenses and monthly payments, we owe well over \$100,000. We do not have any saving we can draw upon to make ends meet.
23. I am concerned that if I do not find work soon, I may have to sell my home to pay my bills. As a result, I have applied for my pension. Although I will be penalized approximately 30% because of my age, I feel I have little choice. I am concerned about the impact that a reduced pension will have on my retirement.
24. The lack of any severance pay has already been very stressful and has placed a significant strain on my family, and I am concerned that it will cause more and more hardship as time passes.

25. I make this affidavit in good faith and in support of the CEP's motion in relation to severance pay, and for no improper purpose.

SWORN before me at the City of Kelowna, in the Province of British Columbia, this 7th day of January, 2010.



A Commissioner for taking affidavits.



Steve Barker

LINDA CAISLEY
NOTARY PUBLIC
1449 ETHEL STREET
KELOWNA, BC V1Y 2Y7
PHONE: (250) 762 0313

TAB A

CHBC NEWS

342 Leon Avenue, Kelowna, BC V1Y 6J2 Phone 250 762 4535

This is Exhibit "A" referred to in the affidavit of Steve Barker sworn before me at Kelowna BC this 7th day of January, 2010

PERSONAL & CONFIDENTIAL

September 3, 2009

WITHOUT PREJUDICE

Steve Barker
c/o CHBC NEWS

Dear Steve;

As a result of operational changes at CHBC News, it is with regret that we are today giving you this notice of lay-off. This letter represents three (3) months official lay-off notice as per the "Letter of Understanding - Transfer of Work". Your last day of work will be December 3, 2009.

In addition to this notice, the following shall also apply subject to the provisions of the collective agreement:

1. If you elect to bump instead of severance pay, you may have the right to apply your seniority to bump another employee if you have the necessary qualifications and are capable of performing the job. In such case, you must declare your intent to bump within two weeks of your receipt of this layoff notice.
2. If you elect severance pay, the following terms of your termination and severance arrangements will apply:
 - a. You will receive an additional three (3) months pay in lieu of notice (your "Notice").

b. Severance Pay

In accordance with the collective agreement, you are entitled to severance pay ("Severance Pay") calculated on the basis of four (4) weeks per year of service and pro-rated for partial years of service to a maximum of seventy-eight (78) weeks. According to our records, you are entitled to seventy-eight (78) weeks of severance pay. Severance pay is calculated as follows:

$$29.55 \text{ years of service} \times 4 \text{ weeks (max of 78 weeks)} \times \text{weekly base salary of } \$881.60$$

$$=$$

$$\$68,764.80$$

Your entitlement to Severance Pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code.

For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days wages', whichever is greater, as follows:


A Commissioner for taking Affidavits
for British Columbia

LINDA CAISLEY
NOTARY PUBLIC
1449 ETHEL STREET
KELOWNA, BC V1Y 2X5
PHONE: (250) 762 0318



Severance Pay = the greater of:

29 Years of Service x 2/5 of Weekly Base Salary of \$881.60 = \$10,226.56

Or

5/5 of Weekly Base Salary = \$881.60

b. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

c. **Vacation Pay**

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to December 3, 2009. Vacation will be paid to you in a single lump sum payment (less statutory deductions) on the first pay following this date.

d. **Benefits**

Your benefit coverage will cease effective December 3, 2009.

see ?'s sheet

e. **Retraining**

You will receive a retraining or equivalent benefit with the amount determined based upon your seniority. Any payment will be less statutory deductions.

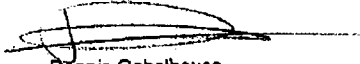
f. **Salary Continuance and Payment Schedule**

In light of the Company's current financial constraints, payment of your Notice, Severance Pay and Retraining Allowance (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing December 4, 2009 and ending June 3, 2011. Payments during these 78 weeks will total \$87,725.60 and shall be paid to you in equal installments of \$2,249.37 on the same timing and frequency as your current pay schedule.

It is understood employees who accept the above severance package shall relinquish all re-engagement rights or re-call rights and shall be considered terminated.

Steve, please accept our thanks for your valuable contribution to CHBC News. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,



Dennis Gabelhouse
General Manager

cc: Human Resources
Jim Failles - CEP



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.

Applicants

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF STEVE BARKER

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 5

**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 PATRICK VANDERBURG
(Sworn January 7, 2010)**

I, Patrick Vanderburg, of Kelowna, in the Province of British Columbia, **MAKE
OATH AND SAY:**

1. I am a former employee at CHBC Kelowna (the "Employer") and as such I have knowledge of the matters to which I hereinafter depose except where stated to be based on information and belief, and where so stated I verily believe them to be true.

Background

2. I began my broadcasting career at CHBC on March 14, 1986 working in master control. Over the course of the next twenty three and a half years of full time employment, my job titles and roles at CHBC changed dramatically. After my first year, I moved into the studio where I did camera work during the day and worked in production doing audio for the evening newscast.

3. In 1988, I was promoted to the position of VTR Editor/Production Assistant. I continued to work on the evening news, but was also responsible for producing program promotions for CHBC. I took on additional duties over the next year and was promoted to the position of Program Assistant in 1989.
4. For the next ten years, I worked with the Vice President of Programming and became responsible for the day-to-day programming duties at CHBC. These included creating, releasing and updating local program schedules. I coordinated satellite feeds for all programs, and maintained the CHBC program tape library. I acted as station liaison with CBC network and program distributors for episode information. I created and logged all on-air promotional material. I also was on the team that came up with local programs and campaigns for CHBC.
5. In 1999, I was promoted to the position of Program Coordinator after the elimination of several senior CHBC management positions. I looked after the programming and promotions duties at CHBC with direction from Vancouver and Toronto once we were added to Canwest's group of stations. I continued to do the work I had been doing as Program Assistant, with additional duties added over the next ten years. These included accumulating and forwarding statistics for CRTC reports. I looked after broadcast captioning and cable simulcast requests, maintained the TV ratings database, community events, and program updates on CHBC's website. I dealt with local viewer comments and complaints. I learned Canwest's scheduling programs and for a few months took on the responsibility of scheduling some additional stations while staff were hired and trained in Toronto.
6. In 2004, after the elimination of CHBC's traffic department due to centralization, I became responsible for the remaining duties that needed dealing with at CHBC. These included coordinating all commercial material received via tape, satellite or computer-based systems - locating, dubbing and confirming commercials airing from CHBC's master control.

Recent Events

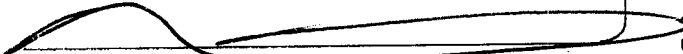
7. We were told by the Employer in the summer of 2009 that CHBC would not be sold, but rather, would become a Global station with master control moving to Calgary. At the time, I suspected my position would be one of the ones eliminated since it is tied to master control. On September 3, 2009, I received my lay-off notice, effective December 10, 2009. A copy of my layoff notice is attached as Exhibit "A". Although I was trying to prepare myself, it still came as a blow.
8. I was given the option of bumping a less senior employee or taking severance, as the collective agreement provides. However, the positions into which I could bump were limited because so few positions remained. In my case, I believe there was only one position I could bump into.
9. According to my layoff notice, I was entitled to severance pay, notice pay, and a retraining allowance totalling \$95,381.20. This was a large enough amount that I felt it would help me transition into a new career. There are no equivalent jobs in broadcasting in the Okanagan, so I knew that I would likely have to begin at a low-paying entry-level position somewhere. I reasoned that this severance money would subsidize my income for some time until I gained enough experience to earn more money. Ultimately, I chose to take the severance as opposed to exercise my bumping rights.
10. On Tuesday, October 6th, 2009, I was called in while on a vacation day for a staff meeting. We were all given some information about Canwest filing for creditor protection. We were told it was a good thing, and when asked how it would affect those of us who had received lay-off notices, we were told another meeting would be held with us.

11. At this subsequent meeting, we were told we would not be receiving any of the money promised to us in our lay-off notices once we finished working. I was stunned. We were told we can eventually put in a claim and hopefully get some of what we were promised, but that we were still required to come in to work over the next few weeks and months until our last day or we would not be eligible to submit a claim. We were also told that any accumulated vacation time would not be paid out.
12. My wife works part time, and only earns approximately one-half of what I had been making at CHBC. Once we learned I would not be receiving severance, we began to look at ways we could adjust our budget. It will be a challenge, as we have four children still at home ranging in ages from 12 to 19 years old. They have been quite supportive through this time, but we have had to reassure our younger children when they expressed some concern about the future. My wife and I are also trying to function with one vehicle instead of repairing or replacing our ten-year-old van that has just recently broken down.
13. Part of the severance promised to me included an amount for retraining, but I have had to use my own savings to take a college night course in the hopes that it would help me find new employment. I have sent out approximately a dozen resumes over the past few weeks, but have not had any calls so far. I have only recently applied for EI, something I never intended on using. I did not expect to receive any EI money until mid to late January, so we used what money we had saved for Christmas.
14. I chose not to bump a less senior employee based solely on the promise of the severance I would receive. Had I known we would not be receiving severance, I seriously would have considered bumping another employee. However, by time I learned that we would not be getting our severance pay, the deadline to bump had already passed.

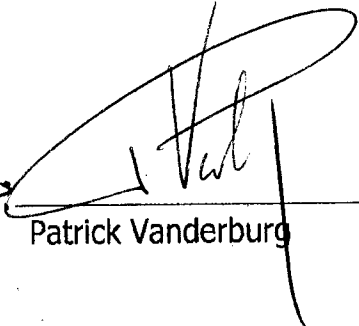
15. Throughout my career at CHBC, I have always worked hard and proudly represented CHBC in my community. The past few years have been challenging, but I continued to work hard and do whatever tasks were required, knowing that should anything happen to my job, I would receive the severance that our collective agreement provides. It is very discouraging that after spending more than half my life working at one place, I am now essentially starting from scratch.

16. I make this affidavit in good faith and in support of the CEP's motion in relation to severance pay, and for no improper purpose.

SWORN before me at the City of Kelowna, in the Province of British Columbia, this 7th day of January, 2010.



A Commissioner for taking affidavits.



Patrick Vanderburg

Nicholas Aubin
Notary Public
156 Valleyview Rd.
Kelowna, B.C V1X 3M4
(250)765-5133

TAB A

Revision Rec'd Sep 30/09
End date extended

CHBC NEWS

342 Leon Avenue, Kelowna, BC V1Y 6J2 Phone 250.762.4535

123

September 3, 2009

WITHOUT PREJUDICE

Patrick Vanderburg
c/o CHBC NEWS

Dear Patrick;

As a result of operational changes at CHBC News, it is with regret that we are today giving you this notice of lay-off. This letter represents three (3) months official lay-off notice as per the "Letter of Understanding - Transfer of Work". Your last day of work will be December 10, 2009.

In addition to this notice, the following shall also apply subject to the provisions of the collective agreement:

1. If you elect to bump instead of severance pay, you may have the right to apply your seniority to bump another employee if you have the necessary qualifications and are capable of performing the job. In such case, you must declare your intent to bump within two weeks of your receipt of this layoff notice.
2. If you elect severance pay, the following terms of your termination and severance arrangements will apply:

a. You will receive an additional three (3) months pay in lieu of notice (your "Notice").

b. **Severance Pay**

In accordance with the collective agreement, you are entitled to severance pay ("Severance Pay") calculated on the basis of four (4) weeks per year of service and pro-rated for partial years of service to a maximum of seventy-eight (78) weeks. According to our records, you are entitled to seventy-eight (78) weeks of severance pay. Severance pay is calculated as follows:

23.76 years of service x 4 weeks (max of 78 weeks) x weekly base salary of \$993.20

=

\$ 77,469.60

Your entitlement to Severance Pay is inclusive of the severance pay payable to you pursuant to section 235 of the Canada Labour Code.

For your reference, your severance entitlement pursuant to the Canada Labour Code is calculated on the basis of two days' wages per year of completed service, or five days' wages', whichever is greater, as follows:

PERSONAL & CONFIDENTIAL

This is Exhibit "A" referred to in the affidavit of Patrick Vanderburg sworn before me at Kelowna BC this 7th day of May, 2010


A Commissioner for taking Affidavits for British Columbia

Nicholas Aubin
Notary Public
154 Valleyview Rd.
Kelowna, B.C. V1X 3M4
(250) 765-5133



Severance Pay = the greater of:

23 Years of Service x 2/5 of Weekly Base Salary of \$993.20 = \$9,137.44

Or

5/5 of Weekly Base Salary = \$993.20

b. You will only be entitled to the paid notice and severance pay if you continue to work with us until your last day of scheduled work.

c. **Vacation Pay**

You are eligible to receive payment in respect of vacation days earned, but not taken, prior to December 10, 2009. Vacation will be paid to you in a single lump sum payment (less statutory deductions) on the first pay following this date.

d. **Benefits**

Your benefit coverage will cease effective December 10, 2009.

e. **Retraining**

You will receive a retraining or equivalent benefit with the amount determined based upon your seniority. Any payment will be less statutory deductions.

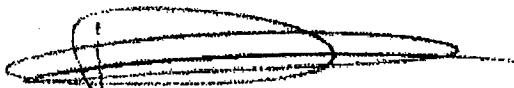
f. **Salary Continuance and Payment Schedule**

In light of the Company's current financial constraints, payment of your Notice, Severance Pay and Retraining Allowance (less statutory deductions) shall be paid to you as salary continuance throughout the period commencing December 11, 2009 and ending May 6, 2011. Payments during these 78 weeks will total \$95,381.20 and shall be paid to you in equal installments of \$2,445.67 on the same timing and frequency as your current pay schedule.

It is understood employees who accept the above severance package shall relinquish all re-engagement rights or re-call rights and shall be considered terminated.

Patrick, please accept our thanks for your valuable contribution to CHBC News. We wish you the best in your future endeavors. If you have any questions, or would like to discuss any matter with us, please feel free to contact me.

Sincerely,



Dennis Gabelhouse
General Manager

cc: Human Resources
Jim Falles - CEP



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.

Applicants

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF PATRICK VANDERBURG

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 6

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

APPLICANTS

**AFFIDAVIT OF DAVID LEWINGTON
(sworn February 9, 2010)**

I, David Lewington, of the Town of Whitby in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am the National Representative servicing two collective agreements with Global Ontario, a division of Can West MediaWorks Inc. ("Global"), and as such have knowledge of the matters set out in this Affidavit.
2. The Communications, Energy and Paperworkers Union of Canada ("CEP") is the bargaining agent and together its Local Unions namely Locals 721M, 722M and Local 1100 are subject to collective agreements with Global in Ontario.
3. Within the jurisdiction of Local 722M (Toronto) there are ninety-five (95) bargaining unit employees. On various dates predating the filing of the Initial Order, 19 employees were laid off by Global and of these the following 10 employees remained on lay off with salary continuance as of the date of the Initial Order. On October 6, 2009 these employees were advised that they would no longer receive salary continuance

payments, group benefits coverage or pension credits. The individual employees affected and their outstanding entitlements to severance pay are as follows:

- I Marion Graham – the sum of \$26,541.15 remains outstanding for salary continuance
- II Neil McCartney – the sum of \$20,783.42 remains outstanding for salary continuance
- III Doug McLellan – the sum of \$23,013.03 remains outstanding for salary continuance
- IV John Mitchell – the sum of \$17, 625.77 remains outstanding for salary continuance
- V Keithera Riley – the sum of \$18,718.46 remains outstanding for salary continuance
- VI Vince Robinet – the sum of \$23,013.03 remains outstanding for salary continuance
- VII Kim Robinson – the sum of \$7,948.36 remains outstanding for salary continuance
- VIII Brian Roth – the sum of \$10,160.78 remains outstanding for salary continuance
- XI Stewart Sadler – the sum of \$23,250.43 remains outstanding for salary continuance
- XII Connie Smith – the sum of \$81,000.00 remains outstanding for severance pay.

4. The other ten employees have received their full salary continuance and benefits and are not a concern.

5. I make this affidavit in good faith and in support of the CEP's motion to and for no improper purpose.

SWORN before me in the City of Toronto, in the Province of Ontario, this 9th day of February, 2010.

A Commissioner for taking affidavits.

Jesse Kugler

[Handwritten Signature]

David Lewington

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.

Applicants

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF DAVID LEWINGTON

CaleyWray

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

Douglas J. Wray (LSUC #18023C)

Tel: 416- 775-4673

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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 7

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	THURSDAY, THE 17 TH DAY
)	
MADAM JUSTICE PEPALL)	OF FEBRUARY, 2010

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

**AND IN THE MATTER OF A 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 service of the Union's motion record, factum and brief of authorities is validated, such that this motion is properly returnable on February 17, 2010.

2. **THIS COURT ORDERS** that the Applicants are hereby directed to immediately satisfy all obligations in respect of severance payments in accordance with the terms of the applicable collective agreements to members of the Union that rendered services to the Applicants after the date of the Initial Order.

 3. **THIS COURT ORDERS** that the Applicants are hereby directed to establish a process (in the form set out in the attached Schedule "A") to enable former employees who are experiencing financial hardship to apply for immediate payment on account of their future claim to distributions in the Applicants' CCAA proceedings.
-

SCHEDULE "A"

Eligibility Requirements and Procedure with Respect to Hardship Payment Applications

1. **Eligibility** — A former employee would be eligible for hardship payments if he or she is resident in Canada and can demonstrate significant hardship in dealing with financial obligations.
2. **Application Process** — Notice of the application process will be posted on the Monitor's website in a form approved by the Court. An applicant would be required to complete an application form (to be approved by the Court) to be submitted to a person designated by the Monitor. The person so designated would be expected to deal with completed applications within 14 to 21 days and to make an initial determination to approve or reject the application. The first payment will proceed within seven business days subject to the payment parameters set out below. If not approved, the application is to be reviewed by an informal committee and the applicant will be given the right to be heard by the committee. The committee will be composed of one company appointee, one appointee of the Monitor and one appointee chosen by the Communications, Energy and Paperworkers Union of Canada, who will be compensated for his time on an hourly basis. A further appeal may be brought to the Court or an officer of the Court designated by the presiding judge, costs to be determined by the Court on the application.
3. **Payment Parameters** — Any successful applicant may be approved for a maximum payment of up to 8 weeks salary based on a maximum weekly salary of up to \$1,200 per week payable in monthly installments. The hardship committee will also have discretion to approve additional amounts in cases of medical and other emergencies in an amount up to \$2,500.
4. **Application Period** — From the date of court approval to March 31, 2010.
5. **Miscellaneous**
 - (a) Hardship Payments are advances against distributions on claims, and will be deducted from any payments on claims that may be allowed in the ultimate claims process in these proceedings.
 - (b) The Monitor shall report to the Court on or before March 31, 2010 with respect to the processing and administration of hardship payment applications.
 - (c) The aggregate maximum amount available for hardship payments on applications approved during the Application Period is \$_____.

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 Proposed Plan of Compromise or Arrangement of Canwest Global Communications Corp. and the other Applicants listed on Schedule "A"

APPLICANTS

APPLICATION FOR HARDSHIP PAYMENTS

Applicant Information

1. Name: _____
2. Address: _____

3. Telephone Number(s): _____
4. Email Address: _____
5. Canwest Identification Number: _____

Canwest Employment Information

1. Date Started Canwest Employment: _____
2. Date Left Canwest Employment: _____
3. Gross Monthly Pay: \$ _____
4. Canwest Entity Which Employed You: _____
5. Severance Received: \$ _____

6. Date Eligible to Receive
Canwest Pension: _____

Name: _____

Current Sources of Income

- 1. Employment Insurance: (a) Amount: _____
- (b) Actual Expected End Date: _____
- (c) If NO EI or EI terminated, reason: _____

- 2. Other Sources of Income (including income of a spouse living with the Applicant):
- (a) _____
- (b) _____
- (c) _____

Personal Circumstances Requiring Hardship Payment

(a) Medical expenses for self or dependant (including nature of expense, amount, whether can be reimbursed from another source):

(b) Other reason for immediate or urgent need for funds:

I certify the contents hereof to be true.

Witness

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, et. al.

Applicants

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

ORDER

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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 PLAN OF COMPROMISE OR ARRANGEMENT
OF CANWEST GLOBAL COMMUNICATIONS CORP, et. al.

Applicants

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD

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