

46. Proxies.

Votes at meetings of shareholders may be given either personally or by proxy or, in the case of a shareholder who is a body corporate or association, by an individual authorized to represent it at meetings of shareholders of the Corporation. At every meeting at which he or she is entitled to vote, every shareholder and/or person appointed by proxy and/or individual so authorized to represent a shareholder who is present in person shall have one vote on a show of hands. Upon a ballot at which he or she is entitled to vote, every shareholder present in person or represented by proxy or by an individual so authorized shall (subject to the provisions, if any, of the articles of the Corporation) have one vote for every share held by him or her.

A proxy shall be executed by the shareholder or the shareholder's attorney authorized in writing or, if the shareholder is a body corporate or association, by an officer or attorney thereof duly authorized and is valid only at the meeting in respect of which it is given or any adjournment thereof.

A person appointed by proxy need not be a shareholder.

Subject to the provisions of the Act and the Regulations, a proxy may be in the following form:

The undersigned shareholder of <> hereby appoints <> of <> or failing such person, <> of <> as the nominee of the undersigned to attend and act for the undersigned and on behalf of the undersigned at the <> meeting of the shareholders of the said Corporation to be held on the <> day of <>, 20<> and at any adjournment or adjournments thereof in the same manner, to the same extent and with the same power as if the undersigned were present at the said meeting or such adjournment or adjournments thereof.

DATED this <> day of <>, 20<>.

\_\_\_\_\_  
Signature of Shareholder

The board of directors may from time to time make regulations regarding the lodging of proxies at some place or places other than the place at which a meeting or adjourned meeting of shareholders is to be held and for particulars of such proxies to be provided before the meeting or adjourned meeting to the Corporation or any agent of the Corporation for the purpose of receiving such particulars and providing that proxies so lodged may be voted upon as though the proxies themselves were produced at the meeting or adjourned meeting and votes given in accordance with such regulations shall be valid and shall be counted. The Chairperson of any meeting of shareholders may, subject to any regulations made as aforesaid, in the Chairperson's discretion accept any legible form of communication as to the authority of any person claiming to vote on behalf of and to represent a shareholder notwithstanding that no proxy conferring such authority has been lodged with the Corporation, and any votes given in accordance with such communication accepted by the Chairperson of the meeting shall be valid and shall be counted.

47. Adjournment.

The Chairperson of any meeting may with the consent of the meeting adjourn the same from time to time to a fixed time and place and no notice of such adjournment need be given to the shareholders unless the meeting is adjourned by one or more adjournments for an aggregate of thirty days or more in which case, subject to Section 135(4) of the Act, notice of the adjourned meeting shall be given as for an original meeting. Any business may be brought before or dealt with at any adjourned meeting for which no notice is required which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present thereat. The persons who formed a quorum at the original meeting are not required to form the quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment.

48. Quorum.

A quorum at any meeting of shareholders (unless a greater number of persons are required to be present or a greater number of shares are required to be represented by the Act or by the articles or any other by-law) shall be persons present not being less than two in number and holding or representing more than twenty per cent of the total number of the issued shares of the Corporation for the time being entitling the holders thereof to vote at such meeting. Notwithstanding the foregoing, if the Corporation has only one shareholder, or only one holder of any class or series of shares, the shareholder present in person or by proxy constitutes a meeting. No business shall be transacted at any meeting unless the requisite quorum be present at the time of the transaction of such business. If a quorum is not present at the time appointed for a meeting of shareholders or within such reasonable time thereafter as the shareholders present may determine, the persons present and entitled to vote may adjourn the meeting to a fixed time and place but may not transact any other business and the provisions of paragraph 46 with regard to notice shall apply to such adjournment.

49. Resolution in Lieu of Meeting.

Notwithstanding any of the provisions of this by-law, a resolution in writing signed by all of the shareholders entitled to vote on that resolution at a meeting of the shareholders is, subject to Section 142 of the Act, as valid as if it had been passed at a meeting of the shareholders.

## SECURITIES

50. Issuance of Shares.

Subject to the provisions of Section 25 of the Act, the articles, by-laws and any unanimous shareholder agreement, shares in the capital of the Corporation may be issued by the

board of directors at such times and on such terms and conditions and to such persons or class of persons as the board of directors determines.

51. Certificates.

Certificates for shares and the instrument of transfer, if any, on the reverse side thereof shall (subject to Section 49 of the Act) be in such form as the board of directors may approve and such certificates shall be signed by at least one of the following persons, or the signature shall be printed or otherwise mechanically reproduced on the certificate:

- (a) a director or officer of the Corporation;
- (b) a registrar, transfer agent or branch transfer agent of the Corporation, or an individual on their behalf; and
- (c) a trustee who certifies it in accordance with a trust indenture.

A share certificate containing the signature of a person which is printed, engraved, lithographed or otherwise mechanically reproduced thereon may be issued notwithstanding that the person has ceased to be a director or an officer, as the case may be, of the Corporation and shall be as valid as if the person were a director or an officer, as the case may be, at the date of its issue.

**TRANSFER OF SECURITIES**

52. Transfer Agent and Registrar.

The board of directors may from time to time appoint or remove one or more transfer agents and/or branch transfer agents and/or registrars and/or branch registrars (which may or may not be the same individual or body corporate) for the securities issued by the Corporation in registered form (or for such securities of any class or classes) and may provide for the registration of transfers of such securities (or such securities of any class or classes) in one or more places and such transfer agents and/or branch transfer agents and/or registrars and/or branch registrars shall keep all necessary books and registers of the Corporation for the registering of such securities (or such securities of the class or classes in respect of which any such appointment has been made). In the event of any such appointment in respect of the shares (or the shares of any class or classes) of the Corporation, all share certificates issued by the Corporation in respect of the shares (or the shares of the class or classes in respect of which any such appointment has been made) of the Corporation shall be countersigned by or on behalf of one of the said transfer agents and/or branch transfer agents and by or on behalf of one of the said registrars and/or branch registrars, if any.

53. Securities Registers.

A central securities register of the Corporation shall be kept at the registered office of the Corporation or at such other office or place in Canada as may from time to time be designated by the board of directors and a branch securities register or registers may be kept at such office or offices of the Corporation or other place or places, either in or outside Canada, as

may from time to time be designated by the board of directors. Such register or registers shall comply with the provisions of Section 50 of the Act.

54. Surrender of Certificates.

Subject to the Act and the provisions of paragraph 52, no transfer of a security issued by the Corporation shall be registered unless the security certificate representing the security to be transferred has been surrendered or, if no security certificate has been issued by the Corporation in respect of such security, unless a duly executed instrument of transfer in respect thereof has been delivered to the Corporation or its transfer agent, as the case may be.

55. Shareholder Indebted to the Corporation.

If so provided in the articles of the Corporation, the Corporation has a lien on a share registered in the name of a shareholder or the shareholder's personal representative for a debt of that shareholder to the Corporation. Such lien on a share of the Corporation may, subject to the Act, be enforced as follows:

(a) where such share is redeemable pursuant to the articles of the Corporation, by redeeming such share and applying the redemption price to such debt;

(b) by purchasing such share for cancellation for a price equal to the book value of such share and applying the proceeds to such debt;

(c) by selling such share to any third party whether or not such party is at arm's length to the Corporation including, without limitation, any officer or director of the Corporation, for the best price which the board of directors in its sole discretion considers to be obtainable for such share and applying the proceeds to such debt;

(d) by refusing to permit the registration of a transfer of such share until such debt is paid; or

(e) by any other means permitted by law.

56. Lost, Apparently Destroyed or Wrongfully Taken Security Certificates.

Subject to the Act, in case of the loss, apparent destruction or wrongful taking of a security certificate, a new certificate may be issued in replacement of the one lost, apparently destroyed or wrongfully taken or a transfer of the securities represented by such certificate may be registered, upon such terms as the board of directors may from time to time prescribe, either generally or in respect of any particular loss, apparent destruction or wrongful taking of a security certificate.

## DIVIDENDS

### 57. Dividends.

The board of directors may from time to time declare and the Corporation may pay dividends on the issued and outstanding shares in the capital of the Corporation subject to the provisions (if any) of the articles of the Corporation.

The board of directors shall not declare and the Corporation shall not pay a dividend if there are reasonable grounds for believing that:

(a) the Corporation is, or would after the payment be, unable to pay its liabilities as they become due; or

(b) the realizable value of the Corporation's assets would thereby be less than the aggregate of its liabilities and stated capital of all classes.

The Corporation may pay a dividend by issuing fully paid shares of the Corporation and, subject to the foregoing, the Corporation may pay a dividend in money or property.

The Corporation may fix a record date for determination of shareholders entitled to receive a dividend in accordance with the requirements of Section 134 of the Act and the Regulations.

In case several persons are registered as the joint holders of any shares, any one of such persons may give effectual receipts for all dividends and payments on account of dividends and/or redemption of shares (if any) subject to redemption.

## VOTING SHARES AND SECURITIES IN OTHER BODIES CORPORATE

### 58. Voting Shares and Securities in Other Bodies Corporate.

All of the shares or other securities carrying voting rights of any other body corporate held from time to time by the Corporation may be voted at any and all meetings of shareholders or holders of other securities (as the case may be) of such other body corporate and in such manner and by such person or persons as the board of directors of the Corporation shall from time to time determine. The duly authorized signing officers of the Corporation may also from time to time execute and deliver for and on behalf of the Corporation proxies and/or arrange for the issuance of voting certificates and/or other evidence of the right to vote in such names as they may determine without the necessity of a resolution or other action by the board of directors.

## INFORMATION AVAILABLE TO SHAREHOLDERS

59. Confidential Information Not Available to Shareholders.

Except as provided by the Act, no shareholder shall be entitled to any information respecting any details or conduct of the Corporation's business which in the opinion of the board of directors it would be inexpedient in the interests of the Corporation to communicate to the public.

60. Availability of Corporate Records to Shareholders.

The board of directors may from time to time, subject to rights conferred by the Act, determine whether and to what extent and at what time and place and under what conditions or regulations the documents, books and registers and accounting records of the Corporation or any of them shall be open to the inspection of shareholders and no shareholder shall have any right to inspect any document or book or register or accounting record of the Corporation except as conferred by statute or authorized by the board of directors or by a resolution of the shareholders.

## NOTICES

61. Service.

Any notice or document required by the Act, the Regulations, the articles or the by-laws to be sent to any shareholder or director or to the auditor may be sent by prepaid mail addressed to, or may be delivered personally to, any such shareholder at the shareholder's latest address as shown in the records of the Corporation or its transfer agent and to any such director at the director's latest address as shown in the records of the Corporation or in the last notice filed under Section 106 or 113 of the Act, and to the auditor at the auditor's business address; provided always that notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto. If a notice or document is sent to a shareholder by prepaid mail in accordance with this paragraph and the notice or document is returned on two consecutive occasions because the shareholder cannot be found, it shall not be necessary to send any further notices or documents to the shareholder until the shareholder informs the Corporation in writing of the shareholder's new address.

62. Securities Registered in More Than One Name.

All notices or documents with respect to any securities of the Corporation registered in more than one name shall be given to whichever of such persons is named first in the records of the Corporation and any notice or document so given shall be sufficient notice or delivery to all of the holders of such securities.

63. Persons Becoming Entitled by Operation of Law.

Subject to Section 51 of the Act, every person who by operation of law, transfer or by any other means whatsoever shall become entitled to any securities of the Corporation shall be bound by every notice or document in respect of such securities which, previous to such

person's name and address being entered in the records of the Corporation, shall have been duly given to the person or persons from whom such person derives title to such securities.

64. Deceased Security Holders.

Subject to Section 51 of the Act, any notice or document delivered or sent pursuant to paragraph 60 of this by-law or in accordance with the provisions of paragraphs 75 and 76 of this by-law to the address of any security holder as the same appears in the records of the Corporation shall, notwithstanding that such security holder be then deceased, and whether or not the Corporation has notice of such security holder's decease, be deemed to have been duly served in respect of the securities held by such security holder (whether held solely or with any other person or persons) until some other person be entered in such security holder's stead in the records of the Corporation as the holder or one of the holders thereof and such service shall for all purposes be deemed a sufficient service of such notice or document on such security holder's heirs, the personal representatives of such heirs, or the personal representatives of the estate of such security holder and on all other persons, if any, interested with such security holder in such securities.

65. Signature to Notices.

The signature of any director or officer of the Corporation to any notice or document to be given by the Corporation may be written or mechanically reproduced.

66. Computation of Time.

Where a given number of days' notice or notice extending over a period is required to be given under any provisions of the articles or by-laws of the Corporation, the day of giving or serving the notice or document shall not, unless it is otherwise provided, be counted in such number of days or other period.

67. Proof of Service.

With respect to every notice or document sent by mail it shall be sufficient to prove that the envelope or wrapper containing the notice or other document was properly addressed as provided in paragraph 60 of this by-law and put into a post office or into a letter box. A certificate of a director or an officer of the Corporation in office at the time of the making of the certificate or of a transfer officer of any transfer agent or branch transfer agent of shares of any class of the Corporation as to facts in relation to the sending or delivery of any notice or document to any security holder, director, officer or auditor or publication of any notice or document shall be conclusive evidence thereof and shall be binding on every security holder, director, officer or auditor of the Corporation, as the case may be.

**CHEQUES, DRAFTS AND NOTES**

68. Cheques, Drafts and Notes.

All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such director of directors or officer or

officers or person or persons, whether or not officers of the Corporation, and in such manner as the board of directors may from time to time designate.

### CUSTODY OF SECURITIES

69. Custody of Securities.

All shares and other securities owned by the Corporation shall be lodged (in the name of the Corporation) with a chartered bank or a trust company or in a safety deposit box or, if so authorized by resolution of the board of directors, with such other depositaries or in such other manner as may be determined from time to time by the board of directors.

All shares and other securities belonging to the Corporation may be issued or held in the name of a nominee or nominees of the Corporation (and if issued or held in the names of more than one nominee shall be held in the names of the nominees jointly with right of survivorship).

### EXECUTION OF INSTRUMENTS

70. Execution of Instruments.

Contracts, documents or instruments in writing requiring the signature of the Corporation may be signed by:

- (a) any two of the officers appointed pursuant to paragraph 21;
- (b) any two directors; or
- (c) any one of such officers together with any one director;

and all contracts, documents and instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. Provided that where one person is the only director and officer of the Corporation, that person may sign such contracts, documents or instruments in writing. The board of directors shall have power from time to time to appoint any director or directors, or any officer or officers, or any other person or persons, on behalf of the Corporation either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

The corporate seal of the Corporation, if any, may be affixed to contracts, documents and instruments in writing signed as aforesaid or by any director or directors, officer or officers, other person or persons, appointed as aforesaid by the board of directors but any such contract, document or instrument is not invalid merely because the corporate seal, if any, is not affixed thereto.

The term "contracts, documents or instruments in writing" as used in this by-law shall include security certificates, deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations and conveyances, transfers



and assignments of shares, share warrants, stocks, bonds, debentures or other securities and all paper writings.

In particular without limiting the generality of the foregoing:

- (a) any two of the officers appointed pursuant to paragraph 21;
- (b) any two directors; or
- (c) any one of such officers together with any one director;

shall have authority to sell, assign, transfer, exchange, convert or convey any and all shares, stocks, bonds, debentures, rights, warrants or other securities owned by or registered in the name of the Corporation and to sign and execute (under the seal of the Corporation or otherwise) all assignments, transfers, conveyances, powers of attorney and other instruments that may be necessary for the purpose of selling, assigning, transferring, exchanging, converting or conveying any such shares, stocks, bonds, debentures, rights, warrants or other securities. Provided that where one person is the only director and officer of the Corporation, that person shall have such authority.

The signature or signatures of the director or directors of the Corporation and/or of any officer or officers of the Corporation appointed pursuant to paragraph 21 and/or of any other person or persons, appointed as aforesaid by the board of directors may, if specifically authorized by the board of directors, be printed, engraved, lithographed or otherwise mechanically reproduced upon any contracts, documents or instruments in writing or bonds, debentures or other securities of the Corporation executed or issued by or on behalf of the Corporation and all contracts, documents or instruments in writing or bonds, debentures or other securities of the Corporation on which the signature or signatures of any one or more of the foregoing directors or officers or the other persons authorized as aforesaid shall be so reproduced pursuant to such authorization by the board of directors shall be deemed to have been manually signed by each such director, officer or other person whose signature is so reproduced and shall be as valid to all intents and purposes as if they had been signed manually and notwithstanding that any such director, officer or other person whose signature is so reproduced may have ceased to hold office at the date of the delivery or issue of such contracts, documents or instruments in writing or bonds, debentures or other securities of the Corporation.

## **DIVISIONS**

### 71. Authority to Create Divisions.

The board of directors may cause the business and operations of the Corporation or any part thereof to be divided into one or more divisions based upon character or type of operations, geographical territories, manufactured products, method of distribution, type of product or products manufactured or distributed or upon such other basis of division as the board may from time to time determine to be advisable. In particular, the board may authorize:

- (i) the further division of the business and operations of any such division into sub-units and the consolidation of the business and operations of any such divisions or sub-units; and
- (ii) the designation of any such division or sub-unit by, and the carrying on of the business and operations of any such division or sub-unit under, a name other than the name of the Corporation.

72. Designation and Appointment of Divisional Officers.

The board of directors may, by resolution, designate and appoint divisional officers assigned to that particular division or a sub-unit of that division provided that any such divisional officer shall not, as such, be an officer of the Corporation. The divisional officers, if any, shall be appointed by the board of directors annually or oftener as may be required. Notwithstanding the foregoing, each incumbent divisional officer shall continue in office until the earliest of (a) the divisional officer's resignation, which resignation shall be effective at the time a written resignation is received by the Corporation or at the time specified in the resignation, whichever is later, (b) the divisional officer's appointment of the divisional officer's successor, (c) the meeting at which the board of directors annually appoints the divisional officers of the Corporation, (d) the divisional officer's death, and (e) the divisional officer's removal by resolution of the board of directors, which removal may be made by the board of directors at any time, with or without cause, without prejudice to such divisional officer's rights under any employment contract or in law. For certainty, the removal of a divisional officer from his or her position as a divisional officer does not of itself constitute a termination of that person's employment with the Corporation. The divisional officers need not be directors and one person may hold more than one divisional office.

73. Duties and Authority of Divisional Officers.

The duties, responsibilities, limitations and remuneration of the divisional officers shall be such as are determined from time to time by the person or persons and/or committee or committees designated by the board of directors of the Corporation having responsibility for the division to which such divisional officer has been appointed. The authority of any such divisional officer shall, however, be limited to acts and transactions relating only to the business and operations which his or her division is authorized to transact and perform, provided, however, that if the same person is also appointed an officer of the Corporation, the foregoing shall not limit his or her acts under the powers and duties of such corporate office.

74. Execution of Instruments.

Contracts or documents requiring the signature of the Corporation and relating only to a particular division of the Corporation may be signed in accordance with paragraph 69 or by any one of the divisional officers appointed pursuant to paragraph 71 with respect to such division. All such contracts or documents so signed shall be binding upon the Corporation without further authorization or formality. The board of directors shall have power from time to time by resolution to appoint any divisional officer or officers appointed pursuant to paragraph

71, or other person or persons, to sign specific contracts or documents on behalf of the Corporation and relating only to a particular division of the Corporation.

Any such divisional signing officer may affix the seal of the Corporation to any such contract or document, and may certify a copy of any instrument, resolution, by-law or other document of the Corporation to be a true copy thereof.

If specifically authorized by a resolution of the board of directors, the signature of any divisional signing officer may be printed, engraved, lithographed or otherwise mechanically reproduced upon all contracts or documents relating only to the division and all such contracts or documents on which the signature of any of the foregoing divisional signing officers have been so reproduced shall be deemed to have been manually signed by the divisional signing officer whose signature is so reproduced and shall be as valid as if signed manually and notwithstanding that the divisional signing officer whose signature is so reproduced may have ceased to hold office at the date of delivery or issue of such contracts or documents.

### **FINANCIAL YEAR**

75. Financial Year.

The financial year of the Corporation shall terminate on such date in each year as the board of directors may from time to time determine.

### **ELECTRONIC DOCUMENTS**

76. Creation and Provision of Information.

Unless the Corporation's articles otherwise provide, and subject to and in accordance with the provisions of Part XX.I of the Act, the Regulations and paragraph 76 of this by-law, the Corporation may satisfy any requirement under the Act or the Regulations to create or provide a notice, document or other information to any person by the creation or provision of an electronic document. Except as provided in Section 252.6 of the Act, "electronic document" means any form of representation of information or of concepts fixed in any medium in or by electronic, optical or other similar means and that can be read or perceived by a person or by any means.

77. Consent and Other Requirements.

Notwithstanding the foregoing paragraph 75, a requirement under the Act or the Regulations to provide a person with a notice, document or other information shall not be satisfied by the provision of an electronic document unless

- (a) the addressee has consented, in accordance with the Regulations, and has designated an information system for the receipt of the electronic document; and
- (b) the electronic document is provided to the designated information system, unless the Regulations provide otherwise.

The term "information system" means a system used to generate, send, receive, store, or otherwise process an electronic document.

ENACTED this ● day of ●, 20●.

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President

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Secretary

**SCHEDULE D.1****NEW CANWEST ASSETS**

The following assets, property and undertakings shall constitute the New Canwest Assets:

1. The Limited Partnership Units.
2. The shares held by CMI in GP Inc.
3. All Canwest/CMI Group Intercompany Receivables owing to CMI by CTLP.
4. The CTLP Assumption Consideration Note.
5. All amounts receivable owed to CMI under the Shared Services Agreement and/or The Omnibus Transition and Reorganization Agreement.
6. The Trademarks and the Copyrights and Other IP.
7. To the extent of any right, title or interest, all broadcast licenses or other independent quasi-judicial or governmental authorizations.
8. Any Cash in excess of the amount constituting the Plan Implementation Fund.
9. Rights of CMI as a participating employer (if a participating employer) under the pension and group benefit plans listed on Schedules D.7 and D.8.
10. Owned or leased real property including transmitter sites, personal property, equipment, intellectual property or information technology which are held by CMI and relate primarily to or are used primarily in connection with the Business including the following leased property to the extent that it was not previously assigned to CTLP: (i) 201 and 203, 361 Victoria Street, Fredericton, NB; (ii) 5 Dethridge Drive, Sydney, NS; (iii) 1401 28<sup>th</sup> Street, Lethbridge, AB; and (iv) 101, 650 Martin Street, Penticton, BC.
11. CMI's rights under: (i) the Shared Services Agreement and the Omnibus Transition and Reorganization Agreement; (ii) the Trademarks Licence Agreement and the Trademarks Licence; (iii) the CW Media Trademarks Licence Agreements; and (iv) the Management and Administrative Services Agreement.
12. The Other Canwest Assets listed in Schedule D.5.
13. The office lease agreement dated May 1, 2008 between Portage & Main Development Ltd. and CMI in relation to suite number 3000, 201 Portage Avenue, Winnipeg, Manitoba together with any related rooftop licence.

For greater certainty, the New Canwest Assets shall not include the Head Office Lease.

**SCHEDULE D.2**

**BROADCAST LICENCES**

**Licences to be issued to GP Inc. (the general partner of CTLP) and New Canwest (the limited partner), carrying on business as CTLP upon surrender of the current licences.**

**PART A**

***Television Programming Undertakings***

The chart on page D-4 outlines the originating television stations, and associated transmitters, involved in this application.

***Specialty Programming Undertakings***

- DejaView (Category 2)
- MovieTime (Category 2 – formerly known as Lonestar)
- Reality TV (Category 2)

**Licences to be issued to GP Inc. (the general partner) and New Canwest (the limited partner), carrying on business as CTLP upon surrender of the current licences.<sup>1</sup>**

The current licensee in each case is GP Inc. (the general partner) and CMI (the limited partner), carrying on business as CTLP (herein referred to as “partners of CTLP”).

**PART B**

- Fox Sports World Canada (Category 2)

**Licence to be issued to GP Inc. (the general partner) and New Canwest (the limited partner), carrying on business as CTLP, and Fox Sports Holdco, partners in a general partnership carrying on business as Fox Sports.**

The current licensee is GP Inc. (the general partner) and CMI (the limited partner), carrying on business as CTLP, and Fox Sports Holdco, partners in a general partnership carrying on business as Fox Sports.

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<sup>1</sup> GP Inc. (the general partner of CTLP), will continue to hold a 0.1% partnership interest in CTLP.

**PART C**

- Men TV (Category 1)

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

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

**PART D**

- Mystery (Category 1)

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

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

**PART E**

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

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

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

**Stations Associated Transmitters**

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



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

**SCHEDULE D.3**

**NEW CANWEST LIABILITIES**

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





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

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


## SCHEDULE D.4

### TRADEMARKS

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

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

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

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

**SCHEDULE D.5****OTHER CANWEST ASSETS**

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

**SCHEDULE D.6**  
**COPYRIGHTS AND OTHER IP**

**Canwest Global Communications Corp.**

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

**Canwest Media Inc. (formerly CanWest MediaWorks Inc.)**

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

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



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

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

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

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

**Entities with No Canadian Copyrights on Record**

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

Publishing LP (formerly CanWest MediaWorks Limited Partnership)

CanWest MediaWorks Limited Partnership

3848671 Canada Limited

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

The National Post Company/La Publication National Post

National Post Inc.

4513401 Canada Inc.

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

3815668 Canada Inc.

**SCHEDULE D.7**

**CTLP PENSION PLANS**

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

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

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

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

SCHEDULE E

CONVENIENCE CLASS CLAIM DECLARATION

TO: Canwest Global Communications Corp. ("Canwest")

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

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

For purposes of this declaration:

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

DATED the            day of            2010.

---

(Entity Name)

---

(Amount of Claim on Notice of Claim)

---

(Address)

---

(Signature)



INSTRUCTIONS

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

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

**SCHEDULE F****EQUITY COMPENSATION PLANS**

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

**SCHEDULE G**  
**MONITOR CERTIFICATE REGARDING**  
**SATISFACTION OF CONDITIONS PRECEDENT**

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**

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

AND IN THE MATTER OF  
A PLAN OF COMPROMISE AND REORGANIZATION OF  
CANWEST GLOBAL COMMUNICATIONS CORP. AND THE OTHER ENTITIES  
LISTED ON SCHEDULE A HERETO

**APPLICANTS**

---

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

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

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

**DATED** at the City of Toronto, in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

By:

\_\_\_\_\_  
Name:

Title:

THIS IS EXHIBIT "C" REFERRED TO IN THE  
AFFIDAVIT OF THOMAS C. STRIKE  
SWORN BEFORE ME  
ON THIS 16TH DAY OF JUNE, 2010



~~A COMMISSIONER FOR TAKING AFFIDAVITS~~

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



**BENEFICIAL OWNER BALLOT**

NO PERSON HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BENEFICIAL OWNER BALLOT, AND IF PROVIDED OR MADE, SUCH INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON

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

**AND IN THE MATTER OF THE CONSOLIDATED PLAN OF COMPROMISE AND ARRANGEMENT OF CANWEST GLOBAL COMMUNICATIONS CORP. AND THE OTHER ENTITIES LISTED ON SCHEDULE A HERETO**

**BENEFICIAL OWNER BALLOT FOR PROVIDING INSTRUCTIONS ON VOTING FOR OR AGAINST THE RESOLUTION APPROVING A CONSOLIDATED PLAN OF COMPROMISE AND ARRANGEMENT**

**pursuant to the *Companies' Creditors Arrangement Act* (Canada) concerning, affecting and involving**

**CANWEST GLOBAL COMMUNICATIONS CORP., CANWEST MEDIA INC., CANWEST TELEVISION GP INC., CANWEST TELEVISION LIMITED PARTNERSHIP, CANWEST GLOBAL BROADCASTING INC./RADIODIFFUSION CANWEST GLOBAL INC., FOX SPORTS WORLD CANADA HOLDCO INC., FOX SPORTS WORLD CANADA PARTNERSHIP, NATIONAL POST HOLDINGS LTD., THE NATIONAL POST COMPANY/LA PUBLICATION NATIONAL POST, MBS PRODUCTIONS INC., YELLOW CARD PRODUCTIONS INC., GLOBAL CENTRE INC. AND 4501063 CANADA INC.**

**BENEFICIAL OWNER BALLOT FOR PROVIDING INSTRUCTIONS TO VOTE 8% SENIOR SUBORDINATED NOTES DUE 2012 ISSUED BY CANWEST MEDIA INC.**

**pursuant to an indenture dated as of November 18, 2004, as amended.**

**(CUSIP Number 138906300)**

**THIS BENEFICIAL OWNER BALLOT IS SOLICITED ON BEHALF OF THE MANAGEMENT OF THE CANWEST ENTITIES**

**THE VOTING DEADLINE BY WHICH THE MASTER BALLOT REFLECTING YOUR VOTING INSTRUCTIONS MUST BE ACTUALLY RECEIVED BY THE MONITOR, FTI CONSULTING CANADA INC., IS 5:00 P.M., TORONTO TIME, ON JULY [18], 2010. YOUR VOTING INSTRUCTIONS MAY NOT BE COUNTED IF YOU DO NOT COMPLETE AND TRANSMIT THIS BENEFICIAL OWNER BALLOT TO YOUR NOMINEE IN ENOUGH TIME TO PERMIT YOUR NOMINEE TO DELIVER A MASTER BALLOT TO THE MONITOR PRIOR TO 5:00 P.M., TORONTO TIME, ON JULY [18], 2010.**

If you are a beneficial owner of any of the 8% senior subordinated notes due 2012 issued by Canwest Media Inc. ("8% Notes"), unless you have made alternate arrangements with your bank, broker or other intermediary that holds 8% Notes on your behalf (a "Nominee") to enable you to vote in person by valid

proxy at the Noteholder Meeting, you should use this Beneficial Owner Ballot to indicate your instructions with respect to voting for or against the resolution approving a consolidated plan of compromise and arrangement concerning, affecting and involving the entities listed on the cover page of this Beneficial Owner Ballot pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**Plan**") in connection with the Noteholder Meeting and with respect to any amendments or variations to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Noteholder Meeting (or any adjournment or postponement thereof). Capitalized terms used and not otherwise defined in this Beneficial Owner Ballot shall have the respective meanings given to them in the management proxy circular dated June [25], 2010 prepared in connection with the Plan (the "**Circular**").

The Plan is attached as Appendix B to the Circular. If you do not have a copy of the Circular, you may obtain a copy from the Monitor's website at <http://cfcanada.fticonsulting.com/cmi>. Please review the Plan and the Circular carefully, including the voting procedures explained in the Circular.

If you specify an instruction with respect to voting on the Resolution on this Beneficial Owner Ballot, then, subject to this Beneficial Owner Ballot being returned to your Nominee in accordance with the instructions set out herein, the specification so made will be included on a Master Ballot. **In the absence of such specification, this Beneficial Owner Ballot will NOT be reflected on the Master Ballot for the purposes of voting on the Resolution.**

This Beneficial Owner Ballot also confers discretionary authority on the individuals designated in it with respect to any amendments or variations to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Noteholder Meeting (or any adjournment or postponement thereof). As of the date hereof, the Canwest Entities know of no such amendment, variation or other matters to come before the Noteholder Meeting.

The members of the Ad Hoc Committee have agreed to vote in favour of and to support the Recapitalization Transaction and the Plan, in accordance with the terms of the AHC Support Agreement and the Shaw Support Agreement. The Chief Restructuring Advisor **RECOMMENDS** that Affected Creditors vote **FOR** the Resolution. The Board of Directors agrees with the Chief Restructuring Advisor and, after careful consideration of all relevant matters, the Board of Directors **UNANIMOUSLY RECOMMENDS** that Affected Creditors vote **FOR** the Resolution.

#### HOW TO PROVIDE VOTING INSTRUCTIONS

1. COMPLETE ITEM 1 (if not already filled out by your Nominee), ITEM 2, ITEM 3 (if applicable) AND ITEM 4.
2. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 5.
3. **SIGN THIS BENEFICIAL OWNER BALLOT**
4. DELIVER THIS BENEFICIAL OWNER BALLOT TO YOUR NOMINEE AND ENSURE ADEQUATE TIME FOR YOUR NOMINEE TO COMPLETE ITS MASTER BALLOT AND RETURN IT TO THE MONITOR PRIOR TO **5:00 P.M., TORONTO TIME, ON JULY [18], 2010.**
5. YOU MUST INSTRUCT YOUR NOMINEE TO VOTE **ALL YOUR** 8% NOTES **EITHER** FOR OR AGAINST THE RESOLUTION. YOU **MAY NOT SPLIT YOUR INSTRUCTION TO VOTE.**

An authorized signatory of an eligible beneficial owner of 8% Notes may execute this Beneficial Owner Ballot but must provide the name and address of the beneficial owner on this Beneficial Owner Ballot and may be required to submit evidence to the Monitor demonstrating such signatory's authorization to provide voting instructions on behalf of the beneficial owner. Authorized signatories providing voting instructions on

behalf of more than one beneficial owner must complete a separate Beneficial Owner Ballot for each beneficial owner.

You may receive multiple mailings containing Beneficial Owner Ballots, especially if you beneficially own your 8% Notes through more than one Nominee. You should complete each Beneficial Owner Ballot that you receive for all of the 8% Notes that you beneficially own through each Nominee. You must provide all of the information requested by this Beneficial Owner Ballot. Failure to do so may result in the disqualification of your instruction to vote.

**Item 1. Principal Amount of 8% Notes To Be Voted.** The undersigned certifies that, as of June 22, 2010, the Noteholder Voting Record Date, the undersigned was either the beneficial owner, or the agent or representative of a beneficial owner, of 8% Notes in the following aggregate unpaid principal amount (*insert amount in the box below*) and such 8% Notes were held in the following account number. If your 8% Notes are held by a Nominee on your behalf and the amount has not been completed by your Nominee and you do not know the amount, please contact your Nominee immediately.

Account Number	Name of Holder*	Principal Amount 8% Notes To Be Voted
		\$

**Item 2. Instruction to Vote.** The beneficial owner of the 8% Notes identified in Item 1 instructs its Nominee to vote its 8% Notes as follows (*check one box only - if you do not check a box your instruction to vote will not be reflected on the Master Ballot*):

- FOR** the Resolution
- AGAINST** the Resolution

**Item 3. Identify All Other 8% Notes To Be Voted.** By returning this Beneficial Owner Ballot, the beneficial owner of the 8% Notes identified in Item 1 certifies that (a) this Beneficial Owner Ballot is the only Beneficial Owner Ballot submitted for the 8% Notes owned by such beneficial owner, except for the 8% Notes identified in the following table, and (b) all Beneficial Owner Ballots for 8% Notes submitted by the beneficial owner indicate the same instruction to vote for or against the Resolution that the beneficial owner has indicated in Item 2 of this Beneficial Owner Ballot (*please use additional sheets of paper if necessary*):

**ONLY COMPLETE ITEM 3 IF YOU HAVE SUBMITTED OTHER BENEFICIAL OWNER BALLOTS**

Account Number	Name of Holder*	Principal Amount of Other 8% Notes To Be Voted
		\$
		\$
		\$

\*Insert the name of your Nominee if your 8% Notes are held in street name.



**Item 4. Proxy in Respect of Amendments or Variations.**

<input type="checkbox"/> <b>YES</b>	<p><b>THE UNDERSIGNED</b> hereby instructs its Nominee or such Nominee’s agent to nominate, constitute and appoint Robert J. Chadwick of Goodmans LLP, counsel for the Ad Hoc Committee, or such other representative of Goodmans LLP as Goodmans LLP may designate (such person, the “<b>Appointee</b>”), with full power of substitution, to vote at the Appointee’s discretion and otherwise act for and on behalf of such beneficial owner with respect to any amendments or variations to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Noteholder Meeting (or any adjournment or postponement thereof). The undersigned understands and acknowledges that, if the “NO” box is checked by the undersigned, or if neither the “YES” box nor the “NO” box is checked by the undersigned, neither the undersigned nor its Nominee and such Nominee’s agents will be able to nominate, constitute or appoint any person for the foregoing purpose, unless the undersigned has made alternate arrangements with its Nominee to enable the undersigned to vote in person by valid proxy at the Noteholder Meeting for such purpose.</p>
<input type="checkbox"/> <b>NO</b>	

**Item 5. Certification.** By signing and returning this Beneficial Owner Ballot, the undersigned certifies that:

- (a) the information in Item 1 is true and correct;
- (b) no other Beneficial Owner Ballots cast with respect to the amount of the principal amount of 8% Notes identified in Item 1 have been cast with respect to such amount, or that any such previously cast Beneficial Owner Ballots are hereby revoked;
- (c) a copy of the Circular and the Plan has been provided to and reviewed by the undersigned; and
- (d) as the beneficial holder or authorized signatory of the amount of 8% Notes set forth in Item 1, the undersigned has full power and authority to provide instructions with respect to voting such 8% Notes on the Resolution.

The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Circular and the Plan.

**Please Print or Type:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_  
*(if other than beneficial owner of 8% Notes)*

Title: \_\_\_\_\_  
*(if applicable)*

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_

Zip Code/Postal Code: \_\_\_\_\_

Telephone Number: (     ) \_\_\_\_\_

Date Completed: \_\_\_\_\_

By returning this Beneficial Owner Ballot, the beneficial owner of the 8% Notes identified in Item 1 also authorizes and instructs its Nominee (a) to furnish the voting information and the amount of 8% Notes that the Nominee holds on its behalf in a Master Ballot to be transmitted to the Monitor, and (b) to retain this Beneficial Owner Ballot and related information in its records for at least one year after the Meeting of the Noteholders Class.

This Beneficial Owner Ballot shall not constitute or be deemed a proof of Claim or Equity Interest, an assertion of a Claim, or an admission by the Canwest Entities of the nature, validity or amount of any Claim.

**VOTING INSTRUCTION INFORMATION**

**UNLESS YOU HAVE MADE ALTERNATE ARRANGEMENTS WITH YOUR NOMINEE TO ENABLE YOU TO VOTE IN PERSON BY VALID PROXY AT THE NOTEHOLDER MEETING, THIS BENEFICIAL OWNER BALLOT MUST BE FORWARDED TO YOUR NOMINEE IN ADEQUATE TIME SO THAT YOUR NOMINEE MAY FILL OUT A MASTER BALLOT AND RETURN IT TO FTI CONSULTING CANADA INC. (THE MONITOR) ON OR BEFORE THE VOTING DEADLINE OF 5:00 P.M., TORONTO TIME, ON JULY [18], 2010.**

**IF THIS BENEFICIAL OWNER BALLOT IS NOT COMPLETED, SIGNED, AND ACTUALLY RECEIVED IN ADEQUATE TIME, THEN THE VOTES TRANSMITTED BY THE MASTER BALLOT MAY NOT BE COUNTED.**

**IF YOU HAVE ANY QUESTIONS CONCERNING THE PROCEDURES FOR VOTING ON THE RESOLUTION, PLEASE CONTACT THE MONITOR AT: (888) 318-4018 (ATTENTION: MR. JONATHAN KAY) OR EMAIL AT: JONATHAN.KAY@FTiconsulting.com, OR CONTACT THE NOTEHOLDER COORDINATION AGENT, LAUREL HILL ADVISORY GROUP, AT FACSIMILE: (416) 637-4662 (ATTENTION: MS. CHRISTINE CARSON) OR TELEPHONE: (877) 304-0211 (NORTH AMERICAN TOLL-FREE) OR (416) 304-0211 (COLLECT).**

**Please Take Notice That:**

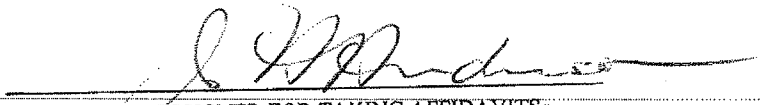
1. Only Persons that are Beneficial Noteholders as at the Noteholder Voting Record Date are entitled to provide instructions on voting for or against the Resolution.
2. Unless you have made alternate arrangements with your Nominee to enable you to vote in person by valid proxy at the Noteholder Meeting, your instructions with respect to voting for or against the Resolution and nominating, constituting and appointing the Appointee must be made by completing this Beneficial Owner Ballot. If you wish to attend the Noteholder Meeting in person and vote on the Resolution by valid proxy, do NOT complete this Beneficial Owner Ballot but contact your Nominee immediately to make alternate arrangements. In such case, you should also advise the Monitor as soon as possible in advance of the Noteholder Meeting.
3. Except to the extent determined by the Monitor in its reasonable discretion or as otherwise permitted by the Court, the Monitor will not accept or count any Master Ballots received after the voting deadline as set out in the Circular.
4. The Monitor and/or its agents shall have reasonable discretion to determine if a Master Ballot properly complies with the requisite procedures and instructions.
5. Any entity entitled to deliver instructions to vote for or against the Resolution and to nominate, constitute and appoint the Appointee may change its instructions before the voting deadline set out in the Circular by completing and casting a superseding Beneficial Owner Ballot for inclusion on a Master Ballot provided that such instructions are received for inclusion on the Master Ballot prior to a Master Ballot being received before the voting deadline as set out in the Circular.

**YOU SHOULD REVIEW THE CIRCULAR AND PLAN CAREFULLY BEFORE YOU PROVIDE VOTING INSTRUCTIONS WITH RESPECT TO THE RESOLUTION. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND TREATMENT OF THE NOTEHOLDERS UNDER THE PLAN.**

**SCHEDULE A**

CANWEST GLOBAL COMMUNICATIONS CORP.  
CANWEST MEDIA INC.  
MBS PRODUCTIONS INC.  
YELLOW CARD PRODUCTIONS INC.  
CANWEST GLOBAL BROADCASTING INC./RADIODIFFUSION CANWEST GLOBAL INC.  
CANWEST TELEVISION GP INC.  
FOX SPORTS WORLD CANADA HOLDCO INC.  
GLOBAL CENTRE INC.  
MULTISOUND PUBLISHERS LTD.  
CANWEST INTERNATIONAL COMMUNICATIONS INC.  
CANWEST IRISH HOLDINGS (BARBADOS) INC.  
WESTERN COMMUNICATIONS INC.  
CANWEST FINANCE INC./FINANCIÈRE CANWEST INC.  
NATIONAL POST HOLDINGS LTD.  
CANWEST INTERNATIONAL MANAGEMENT INC.  
CANWEST INTERNATIONAL DISTRIBUTION LIMITED  
CANWEST MEDIAWORKS TURKISH HOLDINGS (NETHERLANDS) B.V.  
CGS INTERNATIONAL HOLDINGS (NETHERLANDS) B.V.  
CGS DEBENTURE HOLDING (NETHERLANDS) B.V.  
CGS SHAREHOLDING (NETHERLANDS) B.V.  
CGS NZ RADIO SHAREHOLDING (NETHERLANDS) B.V.  
4501063 CANADA INC.  
4501071 CANADA INC.  
30109, LLC  
CANWEST MEDIAWORKS (US) HOLDINGS CORP.

THIS IS EXHIBIT "D" REFERRED TO IN THE  
AFFIDAVIT OF THOMAS C. STRIKE  
SWORN BEFORE ME  
ON THIS 16TH DAY OF JUNE, 2010



~~A COMMISSIONER FOR TAKING AFFIDAVITS~~

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

**VOTING INSTRUCTION FORM  
FOR VOTING AT THE MEETING OF HOLDERS OF 8% SENIOR SUBORDINATED  
NOTES DUE 2012 ISSUED BY CANWEST MEDIA INC. (the "Noteholder  
Meeting")**

BROKER LOGO HERE

Voting Instruction Deadline: July 17, 2010 at 5:00 p.m. (Toronto Time)

- Control No: 999999999999 CUID: 01234
- Account No: 0123456789 CUSIP:138906300

<b>Vote By Internet:</b> Go to <a href="http://www.proxyvote.com">www.proxyvote.com</a> Your 12-digit control number is located above
<b>Vote By Mail:</b> This voting instruction form may be returned by mail in the envelope provided.

Mr. John Sample  
123 Anywhere Street  
Any City, On A1A 1A1



1234567890123456789012345678  
Control No. 999999999999 999999999999

**THIS VOTING INSTRUCTION FORM IS SOLICITED ON BEHALF OF  
THE MANAGEMENT OF THE CANWEST ENTITIES**  
(Fill in only one box in black or Blue Ink)

- |    |   |                          |                          |
|----|---|--------------------------|--------------------------|
| 01 | Instruction to vote <b>FOR</b> or <b>AGAINST</b> the resolution (the "Resolution") approving a consolidated plan of compromise and arrangement concerning, affecting and involving the Canwest Entities pursuant to the Companies' Creditors Arrangement Act (Canada) (the "Plan") in connection with the Noteholder Meeting. | FOR                      | AGAINST                  |
|    |   | <input type="checkbox"/> | <input type="checkbox"/> |
- 
- |    |  |                          |                          |
|----|--|--------------------------|--------------------------|
| 02 | <b>THE UNDERSIGNED BENEFICIAL NOTEHOLDER</b> hereby instructs its intermediary or participant (its "Nominee") or the Nominee's agent to nominate, constitute and appoint Robert J. Chadwick of Goodmans LLP, counsel for the Ad Hoc Committee, or such other representative of Goodmans LLP as Goodmans LLP may designate (such person, the "Appointee"), with full power of substitution, to vote at the Appointee's discretion and otherwise act for and on behalf of such beneficial owner with respect to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Noteholder Meeting (or any adjournment or postponement thereof). The undersigned understands and acknowledges that, if the "NO" box is checked by the undersigned, or if neither the "YES" box nor the "NO" box is checked by the undersigned, neither the undersigned nor its Nominee and such Nominee's agents will be able to nominate, constitute or appoint any person for the foregoing purpose, unless the undersigned has made alternate arrangements with its Nominee to enable the undersigned to vote in person by valid proxy at the Noteholder Meeting for such purpose. | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |

Capitalized terms used and not otherwise defined in this Voting Instruction Form have the respective meanings given to them in the management proxy circular dated June 25, 2010 (the "Circular") prepared in connection with the Plan concerning, affecting and involving Canwest Global Communications Corp. and the other entities specified in the Circular.

Unless you have made alternate arrangements with your Nominee to enable you to vote in person by valid proxy at the Noteholder Meeting, your instructions with respect to voting for or against the Resolution and nominating, constituting and appointing the Appointee must be made by completing this Voting Instruction Form. If you wish to attend the Noteholder Meeting in person and vote on the Resolution by valid proxy, do NOT complete this Voting Instruction Form but contact your Nominee immediately to make alternate arrangements. In such case, you should also advise the Monitor as soon as possible in advance of the Noteholder Meeting.

The members of the Ad Hoc Committee have agreed to vote in favour of and to support the Recapitalization Transaction and the Plan, in accordance with the terms of the AHC Support Agreement and the Shaw Support Agreement. The Chief Restructuring Advisor **RECOMMENDS** that Affected Creditors vote **FOR** the Resolution. The Board of Directors agrees with the Chief Restructuring Advisor, and, after careful consideration of all relevant matters, the Board of Directors **UNANIMOUSLY RECOMMENDS** that Affected Creditors vote **FOR** the Resolution.

This Voting Instruction Form should be read in conjunction with the Circular.

I/We hereby authorize you to act in accordance with my/our voting instructions set out above.

This Voting Instruction Form hereby revokes all other Voting Instruction Forms previously submitted in connection with the instructions to vote on the Resolution.

Signature	Date
-----------	------

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**VOTING INSTRUCTIONS TO OUR CLIENTS:**

WE HAVE BEEN REQUESTED TO FORWARD TO YOU THE ENCLOSED PROXY MATERIAL RELATIVE TO SECURITIES HELD BY US IN YOUR ACCOUNT BUT NOT REGISTERED IN YOUR NAME. ONLY WE AS THE HOLDER OF RECORD CAN VOTE SUCH SECURITIES. WE SHALL BE PLEASED TO VOTE YOUR SECURITIES IN ACCORDANCE WITH YOUR WISHES, IF YOU WILL EXECUTE THE FORM AND RETURN IT TO US PROMPTLY IN THE ENCLOSED BUSINESS REPLY ENVELOPE. IT IS UNDERSTOOD THAT IF YOU SIGN WITHOUT OTHERWISE MARKING THE FORM YOUR SECURITIES WILL BE VOTED AS RECOMMENDED BY THE BOARD OF DIRECTORS ON ALL MATTERS TO BE CONSIDERED AT THE MEETING. FOR THIS MEETING, THE EXTENT OF OUR AUTHORITY TO VOTE YOUR SECURITIES IN THE ABSENCE OF YOUR INSTRUCTIONS CAN BE DETERMINED BY REFERRING TO THE APPLICABLE VOTING INSTRUCTION NUMBER INDICATED ON THE FACE OF YOUR FORM.

FOR MARGIN ACCOUNTS, IN THE EVENT YOUR SECURITIES HAVE BEEN LOANED OVER RECORD DATE, THE NUMBER OF SECURITIES WE VOTE ON YOUR BEHALF HAS BEEN OR CAN BE ADJUSTED DOWNWARD.

IF YOUR SECURITIES ARE HELD BY A BROKER WHO IS A MEMBER OF THE NEW YORK STOCK EXCHANGE (NYSE), THE RULES OF THE NYSE WILL GUIDE THE VOTING PROCEDURES. THESE RULES PROVIDE THAT IF INSTRUCTIONS ARE NOT RECEIVED FROM YOU PRIOR TO THE ISSUANCE OF THE FIRST VOTE, THE PROXY MAY BE GIVEN AT DISCRETION OF YOUR BROKER (ON THE TENTH DAY, IF THE MATERIAL WAS MAILED AT LEAST 15 DAYS PRIOR TO THE MEETING DATE; ON THE FIFTEENTH DAY IF THE PROXY MATERIAL WAS MAILED 25 DAYS OR MORE PRIOR TO THE MEETING DATE). IN ORDER FOR YOUR BROKER TO EXERCISE THIS DISCRETIONARY AUTHORITY, PROXY MATERIAL WOULD NEED TO HAVE BEEN MAILED AT LEAST 15 DAYS PRIOR TO THE MEETING DATE, AND ONE OR MORE OF THE MATTER(S) BEFORE THE MEETING MUST BE DEEMED "ROUTINE" IN NATURE ACCORDING TO NYSE GUIDELINES. IF THESE TWO REQUIREMENTS ARE MET AND YOU HAVE NOT COMMUNICATED TO US PRIOR TO THE FIRST VOTE BEING ISSUED, WE MAY VOTE YOUR SECURITIES AT OUR DISCRETION ON THOSE MATTER(S) DEEMED TO BE ROUTINE. WE WILL NEVERTHELESS FOLLOW YOUR INSTRUCTIONS, EVEN IF OUR DISCRETIONARY VOTE HAS ALREADY BEEN GIVEN, PROVIDED YOUR INSTRUCTIONS ARE RECEIVED PRIOR TO THE MEETING DATE.

**PLEASE NOTE THAT, UNDER A RULE AMENDMENT ADOPTED BY THE NEW YORK STOCK EXCHANGE FOR SHAREHOLDER MEETINGS HELD ON OR AFTER JANUARY 1, 2010, BROKERS ARE NO LONGER ALLOWED TO VOTE SECURITIES HELD IN THEIR CLIENTS' ACCOUNTS ON UNCONTESTED ELECTIONS OF**

**DIRECTORS UNLESS THE CLIENT HAS PROVIDED VOTING INSTRUCTIONS (IT WILL CONTINUE TO BE THE CASE THAT BROKERS CANNOT VOTE THEIR CLIENTS' SECURITIES IN CONTESTED DIRECTOR ELECTIONS).**

**CONSEQUENTLY, IF YOU WANT US TO VOTE YOUR SECURITIES ON YOUR BEHALF ON THE ELECTION OF DIRECTORS, YOU MUST PROVIDE VOTING INSTRUCTIONS TO US. VOTING ON MATTERS PRESENTED AT SHAREHOLDERS MEETINGS, PARTICULARLY THE ELECTION OF DIRECTORS, IS THE PRIMARY METHOD FOR SHAREHOLDERS TO INFLUENCE THE DIRECTION TAKEN BY A PUBLICLY-TRADED COMPANY. WE URGE YOU TO PARTICIPATE IN THE ELECTION BY RETURNING THE ENCLOSED VOTING INSTRUCTION FORM TO US WITH INSTRUCTIONS AS TO HOW TO VOTE YOUR SECURITIES IN THIS ELECTION.**

**THE FOLLOWING INSTRUCTIONS PROVIDE SPECIFICS REGARDING THE MEETING FOR WHICH THIS VOTING INSTRUCTION FORM APPLIES.**

1. Only Persons that are Beneficial Noteholders as at the Noteholder Voting Record Date are entitled to provide instructions on voting for or against the Resolution.
2. Unless you have made alternate arrangements with your Nominee to enable you to vote in person by valid proxy at the Noteholder Meeting, your instructions with respect to voting for or against the Resolution and nominating, constituting and appointing the Appointee must be made by completing this Voting Instruction Form. If you wish to attend the Noteholder Meeting in person and vote on the Resolution by valid proxy, do **NOT** complete this Voting Instruction Form but contact your Nominee immediately to make alternate arrangements. In such case, you should also advise the Monitor as soon as possible in advance of the Noteholder Meeting.
3. You must provide instructions to vote all of your 8% Notes either **FOR** or **AGAINST** the Resolution and you may not split your instructions.
4. This Voting Instruction Form, completed as required, must be returned 24 hours prior to the voting deadline to permit the completion of a Master Ballot to be delivered to the Monitor prior to **5:00 P.M., TORONTO TIME, ON JULY 13<sup>th</sup>, 2010**.
5. Any entity entitled to provide instructions to vote **FOR** or **AGAINST** the Resolution may change its instruction before the voting deadline set out in the Circular by completing and casting a superseding Voting Instruction Form prior to the deadline outlined by instruction 4.
6. By completing this Voting Instruction Form, you are authorizing your Nominee or its Nominee's agent to:
  - a. record and tabulate the voting instructions represented by this Voting Instruction Form, in respect of the number of 8% Notes represented by this Voting Instruction Form; and
  - b. to advise the Monitor by completing a Master Ballot of the voting instructions represented by this Voting Instruction Form.

**YOU SHOULD REVIEW THE CIRCULAR AND THE PLAN CAREFULLY BEFORE YOU PROVIDE INSTRUCTIONS ON HOW VOTE ON THE RESOLUTION. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND TREATMENT OF NOTEHOLDERS UNDER THE PLAN.**

THIS IS EXHIBIT "E" REFERRED TO IN THE  
AFFIDAVIT OF THOMAS C. STRIKE  
SWORN BEFORE ME  
ON THIS 16TH DAY OF JUNE, 2010



~~A COMMISSIONER FOR TAKING AFFIDAVITS~~

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





**MASTER BALLOT**

NO PERSON HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS MASTER BALLOT, AND IF PROVIDED OR MADE, SUCH INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON

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

**AND IN THE MATTER OF THE CONSOLIDATED PLAN OF COMPROMISE AND ARRANGEMENT OF CANWEST GLOBAL COMMUNICATIONS CORP. AND THE OTHER ENTITIES LISTED ON SCHEDULE A HERETO**

**MASTER BALLOT FOR VOTING FOR OR AGAINST THE RESOLUTION APPROVING A CONSOLIDATED PLAN OF COMPROMISE AND ARRANGEMENT**

**pursuant to the *Companies' Creditors Arrangement Act* (Canada) concerning, affecting and involving**

**CANWEST GLOBAL COMMUNICATIONS CORP., CANWEST MEDIA INC., CANWEST TELEVISION GP INC., CANWEST TELEVISION LIMITED PARTNERSHIP, CANWEST GLOBAL BROADCASTING INC./RADIODIFFUSION CANWEST GLOBAL INC., FOX SPORTS WORLD CANADA HOLDCO INC., FOX SPORTS WORLD CANADA PARTNERSHIP, NATIONAL POST HOLDINGS LTD., THE NATIONAL POST COMPANY/LA PUBLICATION NATIONAL POST, MBS PRODUCTIONS INC., YELLOW CARD PRODUCTIONS INC., GLOBAL CENTRE INC. AND 4501063 CANADA INC.**

**MASTER BALLOT FOR VOTING 8% SENIOR SUBORDINATED NOTES DUE 2012 ISSUED BY CANWEST MEDIA INC.**

**pursuant to an indenture dated as of November 18, 2004, as amended.**

**(CUSIP Number 138906300)**

**THE VOTING DEADLINE BY WHICH THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE MONITOR, FTI CONSULTING CANADA INC., IS 5:00 P.M., TORONTO TIME, ON JULY [18], 2010. IF THIS MASTER BALLOT IS NOT ACTUALLY RECEIVED ON OR BEFORE THE VOTING DEADLINE, THE VOTING INSTRUCTIONS REPRESENTED BY THIS MASTER BALLOT MAY NOT BE COUNTED.**

**THIS MASTER BALLOT MAY BE FORWARDED TO THE MONITOR IN ANY OF THE FOLLOWING WAYS:**

**BY COURIER, FAX OR EMAIL TO FTI CONSULTING CANADA INC., COURT APPOINTED MONITOR OF THE CANWEST ENTITIES, TD WATERHOUSE TOWER, 79 WELLINGTON STREET WEST, SUITE 2010, P.O. BOX 104, TORONTO, ONTARIO M5K 1G8, FAX: (416) 643-8101 (ATTENTION: MR. JONATHAN KAY)  
OR EMAIL: JONATHAN.KAY@FTICONSULTING.COM.**

This Master Ballot is to be used by you, as a broker, bank or other nominee (or as their proxy holder or agent) (each of the foregoing, a “Nominee”), for beneficial owners of 8% senior subordinated notes due 2012 issued by Canwest Media Inc (“8% Notes”), to transmit the instructions of such beneficial owners in respect of their 8% Notes to vote for or against the resolution approving a consolidated plan of compromise and arrangement concerning, affecting and involving the entities listed on the cover page of this Master Ballot pursuant to the *Companies’ Creditors Arrangement Act* (Canada), R.S.C. 1985, c. C-36, as amended (the “Plan”) and with respect to any amendments or variations to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Noteholder Meeting (or any adjournment or postponement thereof). Capitalized terms used and not otherwise defined in this Master Ballot shall have the respective meanings given to them in the management proxy circular dated June [25], 2010 prepared in connection with the Plan (the “Circular”). The Plan is attached as Appendix B to the Circular. If you do not have a copy of the Circular, you may obtain a copy from the Monitor’s website at <http://cfcanda.fticonsulting.com/cmi>. Before you transmit such voting instructions on this Master Ballot, please review the Plan and the Circular carefully, including the voting procedures explained in the Circular.

**PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN, AND DATE THIS MASTER BALLOT, AND RETURN IT SO THAT IT IS ACTUALLY RECEIVED BY THE MONITOR, FTI CONSULTING CANADA INC., ON OR BEFORE THE VOTING DEADLINE OF 5:00 P.M., TORONTO TIME, ON JULY [18], 2010. IF THIS MASTER BALLOT IS NOT COMPLETED, SIGNED, AND ACTUALLY RECEIVED BY COURIER, FAX OR EMAIL DELIVERY BY THE MONITOR PRIOR TO THE EXPIRATION OF THE VOTING DEADLINE, THEN THE VOTING INSTRUCTIONS TRANSMITTED BY THIS MASTER BALLOT MAY NOT BE COUNTED.**

**Item 1. Certification of Authority to Vote.** The undersigned certifies that as of June 22, 2010, the Noteholder Voting Record Date, the undersigned (please check the applicable box):

- Is a Nominee for the beneficial owners of the aggregate principal amount of 8% Notes listed in Item 2 below, and is the registered holder of such securities, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a Nominee that is the registered holder of the aggregate principal amount of 8% Notes listed in Item 2 below,

and, accordingly, has full power and authority to vote for or against the Resolution on behalf of the beneficial owners of the 8% Notes described in Item 2 below.

**Item 2. Transmittal of Voting Instructions.** The undersigned transmits the following voting instructions of beneficial owners in respect of their 8% Notes, and certifies that the following beneficial owners, as identified by their respective customer account numbers set forth below, are Beneficial Noteholders with respect to such securities as of June 22, 2010, the Noteholder Voting Record Date, and have delivered to the undersigned, as Nominee, completed Beneficial Owner Ballots or Voting Instruction Forms, as applicable, making such voting instructions.

Each Beneficial Noteholder must deliver instructions to vote all of his, her or its 8% Notes either for or against the Resolution, and may not split such voting instructions. Indicate in the appropriate column the aggregate principal amount of 8% Notes voted for each account, or attach such information to this Master Ballot in the form of the following table.

Customer Account Number of Each Beneficial Noteholder	Principal Amount of 8% Notes Voted FOR the Resolution		Principal Amount of 8% Notes Voted AGAINST the Resolution
1.	\$	OR	\$
2.	\$	OR	\$
3.	\$	OR	\$
4.	\$	OR	\$
5.	\$	OR	\$
6.	\$	OR	\$
7.	\$	OR	\$
8.	\$	OR	\$
9.	\$	OR	\$
10.	\$	OR	\$
<b>TOTAL</b>	\$		\$

**Item 3. Certification as to Transcription of Information from Beneficial Owner Ballots and Voting Instruction Forms.** The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Noteholders in the Beneficial Owner Ballots or Voting Instruction Forms identifying any other 8% Notes for which such Beneficial Noteholders have submitted other Beneficial Owner Ballots or Voting Instruction Forms:

<b>TRANSCRIBE FROM ITEM 3 OF THE BENEFICIAL OWNER BALLOT</b>			
<b>Customer account number for each beneficial owner who completed the Beneficial Owner Ballot or Voting Instruction Form</b>	<b>Account Number (Transcribe from Beneficial Owner Ballot or Voting Instruction Form)</b>	<b>Name of Holder (Transcribe from Beneficial Owner Ballot or Voting Instruction Form)</b>	<b>Principal Amount of Other 8% Notes Voted (Transcribe from Beneficial Owner Ballot or Voting Instruction Form)</b>
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$

**Item 4. Proxy in Respect of Amendments or Variations.**

<input type="checkbox"/>	<b>YES</b>	<b>THE UNDERSIGNED NOMINEE</b> , on the instructions of the Beneficial Noteholders listed in item 2 above, except in respect of those Beneficial Noteholders listed in the table below that have declined to nominate, constitute and appoint Robert J. Chadwick of Goodmans LLP, counsel for the Ad Hoc Committee, or such other representative of Goodmans LLP as Goodmans LLP may designate (such person, the “ <b>Appointee</b> ”), hereby nominates, constitutes and appoints the Appointee, with full power of substitution, to vote at such Appointee’s discretion and otherwise act for and on behalf of such Beneficial Noteholders with respect to any amendments or variations to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Noteholder Meeting (or any adjournment or postponement thereof).
<input type="checkbox"/>	<b>NO</b>	

If applicable, complete the following table indicating which Beneficial Noteholders, if any, have declined to nominate, constitute and appoint the Appointee for the purpose described in Item 4 of their Beneficial Owner Ballots, including by failing to check either the “YES” box or the “NO” box in such Item 4, if applicable:

<b>Customer Account Number of Each Beneficial Noteholder</b>	<b>Principal Amount of 8% Notes of Beneficial Noteholders that have declined to nominate, constitute and appoint the Appointee for the purpose described in Item 4</b>
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
<b>TOTAL</b>	\$

**Item 5. Certification.** By signing this Master Ballot, the undersigned certifies that each Beneficial Noteholder listed in Item 2 above has been provided with a copy of the Circular and the Plan and acknowledges that the solicitation of votes and voting instructions is subject to all of the terms and conditions set forth in the Circular.

*Please Print or Type:*

Name of Nominee:

\_\_\_\_\_

Name of Proxy Holder or Agent for Nominee (if applicable):

\_\_\_\_\_

Participant No.:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name of Signatory:

\_\_\_\_\_

Title:

\_\_\_\_\_

Street Address:

\_\_\_\_\_

City:

\_\_\_\_\_

Province/State:

\_\_\_\_\_

Postal Code/Zip Code:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Date Completed:

\_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT**

**THIS MASTER BALLOT MUST BE RETURNED TO THE MONITOR IN ADEQUATE TIME TO BE ACTUALLY RECEIVED BY THE MONITOR, FTI CONSULTING CANADA INC., ON OR BEFORE THE VOTING DEADLINE OF 5:00 P.M., TORONTO TIME, ON JULY [18], 2010. IF THIS MASTER BALLOT IS NOT COMPLETED, SIGNED, AND ACTUALLY RECEIVED BY THE MONITOR PRIOR TO THE EXPIRATION OF THE VOTING DEADLINE, THEN THE VOTING INSTRUCTIONS TRANSMITTED BY THIS MASTER BALLOT MAY NOT BE COUNTED.**

**THIS MASTER BALLOT MAY BE FORWARDED TO THE MONITOR IN ANY OF THE FOLLOWING WAYS:**

**BY COURIER, FAX OR EMAIL TO FTI CONSULTING CANADA INC., COURT APPOINTED MONITOR OF THE CANWEST ENTITIES, TD WATERHOUSE TOWER, 79 WELLINGTON STREET WEST, SUITE 2010, P.O. BOX 104, TORONTO, ONTARIO M5K 1G8, FAX: (416) 643-8101 (ATTENTION: MR. JONATHAN KAY)  
OR EMAIL: JONATHAN.KAY@FTICONSULTING.COM.**

**IF YOU HAVE ANY QUESTIONS CONCERNING THE PROCEDURES FOR VOTING ON THE RESOLUTION, PLEASE CONTACT THE MONITOR AT: (888) 318-4018 (ATTENTION: MR. JONATHAN KAY) OR EMAIL AT: JONATHAN.KAY@FTICONSULTING.COM, OR CONTACT THE NOTEHOLDER COORDINATION AGENT, LAUREL HILL ADVISORY GROUP, AT FACSIMILE: (416) 637-4662 (ATTENTION: MS. CHRISTINE CARSON) OR TELEPHONE: (877) 304-0211 (NORTH AMERICAN TOLL-FREE) OR (416) 304-0211 (COLLECT).**

**VOTING DEADLINE:**

The Voting Deadline is **5:00 P.M., TORONTO TIME, ON JULY [18], 2010.** To have the voting instructions of your customers count, you must complete, sign, and return this Master Ballot by courier, fax or email so that it is **ACTUALLY RECEIVED** on or before the voting deadline by FTI Consulting Canada Inc., at:

FTI Consulting Canada Inc.  
Court-Appointed Monitor of the Canwest Entities  
TD Waterhouse Tower  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, Ontario M5K 1G8

Attention: Mr. Jonathan Kay  
Telephone: (888) 318-4018  
Fax: (416) 643-8101  
Email: jonathan.kay@fticonsulting.com

If you send this Master Ballot by email, promptly send your original Master Ballot to FTI Consulting Canada Inc. at the address listed above.

## HOW TO VOTE:

### If you are transmitting instructions to vote for any Beneficial Noteholders other than yourself:

Only Persons that are Beneficial Noteholders as at the Noteholder Voting Record Date are entitled to provide instructions on voting for or against the Resolution.

For any Beneficial Owner Ballots or Voting Instruction Forms, complete Item 1.

Deliver the Beneficial Owner Ballot or Voting Instruction Form, as applicable, to the Beneficial Noteholder, along with the Circular and other materials requested to be forwarded, and take the necessary actions to enable such Beneficial Noteholder to (a) complete and execute such Beneficial Owner Ballot or Voting Instruction Form, as applicable, to deliver its instructions with respect to voting for or against the Resolution and nominating, constituting and appointing the Appointee, and (b) return the completed and executed Beneficial Owner Ballot or Voting Instruction Form, as applicable, to you in sufficient time to enable you to complete this Master Ballot and deliver it to the Monitor before the voting deadline.

With respect to all Beneficial Owner Ballots or Voting Instruction Forms returned to you, you must properly complete this Master Ballot, as follows:

1. Check the appropriate box in Item 1 on this Master Ballot.
2. Specify the instructions to vote **FOR** or **AGAINST** the Resolution in Item 2 of this Master Ballot, as transmitted to you by the Beneficial Noteholders. To identify such Beneficial Noteholders without disclosing their names, please use the customer account number assigned by you to each such Beneficial Noteholder, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each Beneficial Noteholder and the assigned number). **IMPORTANT: BENEFICIAL NOTEHOLDERS MAY NOT SPLIT THEIR VOTING INSTRUCTIONS. IF ANY BENEFICIAL NOTEHOLDER HAS ATTEMPTED TO SPLIT SUCH INSTRUCTION, PLEASE CONTACT THE MONITOR IMMEDIATELY.** Any Beneficial Owner Ballot, Voting Instruction Form or Master Ballot that is validly executed but which does not contain an instruction to vote for or against the Resolution, or which impermissibly attempts to split an instruction to vote, will not be counted.
3. Please note that Item 3 of this Master Ballot requests that you transcribe the information provided by each Beneficial Noteholder from a Beneficial Owner Ballot or Voting Instruction Form relating to other 8% Notes voted.
4. To complete Item 4, complete both tables in Item 4, including the table indicating which Beneficial Noteholders, if any, have declined to nominate, constitute and appoint the Appointee in Item 4 of the Beneficial Owner Ballot. If the "NO" box has been checked by a Beneficial Noteholder in Item 4 of its Beneficial Owner Ballot, or if neither the "YES" box nor the "NO" box in such Item 4 has been checked, then neither the Beneficial Noteholder nor its Nominee and such Nominee's agents will be able to nominate, constitute or appoint any person for the purpose described in such Item 4, unless such Beneficial Noteholder has made alternate arrangements with its Nominee to enable the Beneficial Noteholder to vote in person by valid proxy at the Noteholder Meeting for such purpose.
5. Review the certification in Item 5 of this Master Ballot.
6. Sign and date this Master Ballot, and provide the remaining information requested in Item 5.



7. If additional space is required to respond to any item on this Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of this Master Ballot to which you are responding.
8. Multiple Master Ballots may be completed and delivered to the Monitor. Voting instructions transmitted by multiple Master Ballots will be counted except to the extent that the voting instructions thereon are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the latest Master Ballots actually received prior to the voting deadline will, to the extent of such inconsistency, supersede and revoke any prior Master Ballot. If more than one Master Ballot is submitted and the later Master Ballot supplements rather than supersedes the earlier Master Ballot(s), please mark the subsequent Master Ballot with the words "Additional Vote" or such other language as you customarily use to indicate an additional instruction to vote that is not meant to revoke an earlier instruction to vote.
9. Deliver the completed and executed Master Ballot so that it is actually received by the Monitor on or before the voting deadline. For each completed and executed Beneficial Owner Ballot or Voting Instruction Form returned to you by a Beneficial Noteholder, either forward such Beneficial Owner Ballot or Voting Instruction Form (along with this Master Ballot) to the Monitor or retain such Beneficial Owner Ballot or Voting Instruction Form in your files for at least one year from the voting deadline.

**PLEASE NOTE:**

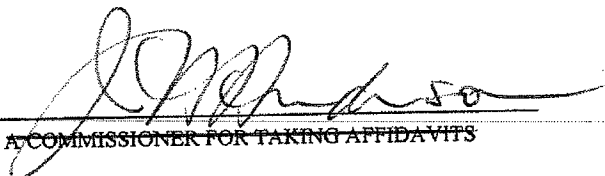
No Beneficial Owner Ballot, Voting Instruction Form or Master Ballot shall constitute or be deemed to constitute a proof of Claim, an assertion of a Claim or an admission by the Canwest Entities of the nature, validity or amount of any Claim.

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF ANY CANWEST ENTITY OR FTI CONSULTING CANADA INC., OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN OR CIRCULAR, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.**

**SCHEDULE A**

CANWEST GLOBAL COMMUNICATIONS CORP.  
CANWEST MEDIA INC.  
MBS PRODUCTIONS INC.  
YELLOW CARD PRODUCTIONS INC.  
CANWEST GLOBAL BROADCASTING INC./RADIODIFFUSION CANWEST GLOBAL INC.  
CANWEST TELEVISION GP INC.  
FOX SPORTS WORLD CANADA HOLDCO INC.  
GLOBAL CENTRE INC.  
MULTISOUND PUBLISHERS LTD.  
CANWEST INTERNATIONAL COMMUNICATIONS INC.  
CANWEST IRISH HOLDINGS (BARBADOS) INC.  
WESTERN COMMUNICATIONS INC.  
CANWEST FINANCE INC./FINANCIÈRE CANWEST INC.  
NATIONAL POST HOLDINGS LTD.  
CANWEST INTERNATIONAL MANAGEMENT INC.  
CANWEST INTERNATIONAL DISTRIBUTION LIMITED  
CANWEST MEDIAWORKS TURKISH HOLDINGS (NETHERLANDS) B.V.  
CGS INTERNATIONAL HOLDINGS (NETHERLANDS) B.V.  
CGS DEBENTURE HOLDING (NETHERLANDS) B.V.  
CGS SHAREHOLDING (NETHERLANDS) B.V.  
CGS NZ RADIO SHAREHOLDING (NETHERLANDS) B.V.  
4501063 CANADA INC.  
4501071 CANADA INC.  
30109, LLC  
CANWEST MEDIAWORKS (US) HOLDINGS CORP.

THIS IS EXHIBIT "F" REFERRED TO IN THE  
AFFIDAVIT OF THOMAS C. STRIKE  
SWORN BEFORE ME  
ON THIS 16TH DAY OF JUNE, 2010



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A COMMISSIONER FOR TAKING AFFIDAVITS

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

Draft: June 15, 2010

## PROXY

NO PERSON HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS PROXY, AND IF PROVIDED OR MADE, SUCH INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON

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

**AND IN THE MATTER OF THE CONSOLIDATED PLAN OF COMPROMISE AND  
ARRANGEMENT OF CANWEST GLOBAL COMMUNICATIONS CORP. AND THE  
OTHER ENTITIES LISTED ON SCHEDULE A HERETO**

**MEETING OF AFFECTED CREDITORS OF THE ORDINARY CREDITORS CLASS  
TO BE HELD PURSUANT TO AN ORDER OF THE ONTARIO SUPERIOR COURT OF  
JUSTICE (COMMERCIAL LIST)**

**TO BE HELD ON JULY [19], 2010 AT 11:30 A.M.  
IN THE GOVERNOR GENERAL ROOM  
AT THE HILTON TORONTO HOTEL,  
145 RICHMOND STREET WEST,  
TORONTO, ONTARIO, CANADA M5H 2L2  
AND ANY ADJOURNMENT OR POSTPONEMENT THEREOF**

**PROXY FOR VOTING FOR OR AGAINST  
THE RESOLUTION APPROVING A CONSOLIDATED PLAN OF COMPROMISE AND  
ARRANGEMENT**

**pursuant to the *Companies' Creditors Arrangement Act* (Canada)  
concerning, affecting and involving**

**CANWEST GLOBAL COMMUNICATIONS CORP., CANWEST MEDIA INC., CANWEST  
TELEVISION GP INC., CANWEST TELEVISION LIMITED PARTNERSHIP, CANWEST  
GLOBAL BROADCASTING INC./RADIODIFFUSION CANWEST GLOBAL INC., FOX  
SPORTS WORLD CANADA HOLDCO INC., FOX SPORTS WORLD CANADA  
PARTNERSHIP, NATIONAL POST HOLDINGS LTD., THE NATIONAL POST  
COMPANY/LA PUBLICATION NATIONAL POST, MBS PRODUCTIONS INC., YELLOW  
CARD PRODUCTIONS INC., GLOBAL CENTRE INC. AND 4501063 CANADA INC.**

**THIS PROXY IS SOLICITED ON BEHALF OF  
THE MANAGEMENT OF THE CANWEST ENTITIES**

*Before completing this Proxy, please read carefully the Instructions for Completion of Proxy accompanying this Proxy for information respecting the proper completion and return of this Proxy.*

Capitalized terms used and not otherwise defined in this Proxy shall have the respective meanings given to them in the management proxy circular dated June [25], 2010 prepared in connection with the Plan (the “Circular”). The Plan is attached as Appendix B to the Circular. If you do not have a copy of the Circular, you may obtain a copy from the Monitor’s website at <http://cfcanada.fticonsulting.com/cmi>. Please review the Plan and the Circular carefully, including the voting procedures explained in the Circular.

**THIS PROXY MUST BE COMPLETED AND SIGNED BY AN ORDINARY CREDITOR AND RETURNED TO THE MONITOR, FTI CONSULTING CANADA INC., PRIOR TO 5:00 P.M., TORONTO TIME, ON JULY [15], 2010 OR 72 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS) PRIOR TO THE TIME OF ANY ADJOURNMENT OR POSTPONEMENT OF THE ORDINARY CREDITORS MEETING IF SUCH ORDINARY CREDITOR OR ANY OTHER PERSON ON SUCH ORDINARY CREDITOR’S BEHALF IS TO ATTEND SUCH MEETING AND VOTE ON THE RESOLUTION OR IF SUCH ORDINARY CREDITOR WISHES TO APPOINT AN OFFICER OF THE MONITOR TO ACT AS SUCH ORDINARY CREDITOR’S PROXY. THIS PROXY MAY ALSO BE DEPOSITED WITH THE CHAIR AT THE ORDINARY CREDITORS MEETING (OR ANY ADJOURNMENT OR POSTPONEMENT THEREOF) PRIOR TO COMMENCEMENT OF SUCH MEETING (OR SUCH ADJOURNMENT OR POSTPONEMENT).**

A Proxy may be revoked by an instrument in writing executed by an Ordinary Creditor that has given a form of Proxy or such Ordinary Creditor’s attorney duly authorized in writing or, in the case of an Ordinary Creditor that is not an individual, by an instrument in writing executed by a duly authorized officer or attorney thereof, and delivered to the Monitor prior to the commencement of the Ordinary Creditors Meeting (or any adjournment or postponement thereof).

If an Ordinary Creditor specifies a choice with respect to voting on the Resolution, the Proxy will be voted in accordance with the specification so made. **In the absence of such specification, the Proxy will be voted FOR the Resolution.** The Proxy confers discretionary authority on the individuals designated in the Proxy with respect to any amendments or variations to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Ordinary Creditors Meeting (or any adjournment or postponement thereof). As of the date hereof, the Canwest Entities know of no such amendment, variation or other matters to come before the Ordinary Creditors Meeting.

The members of the Ad Hoc Committee have agreed to vote in favour of and to support the Recapitalization Transaction and the Plan, in accordance with the terms of the AHC Support Agreement and the Shaw Support Agreement. The Chief Restructuring Advisor **RECOMMENDS** that Affected Creditors vote **FOR** the Resolution. The Board of Directors agrees with the Chief Restructuring Advisor and, after careful consideration of all relevant matters, the Board of Directors **UNANIMOUSLY RECOMMENDS** that Affected Creditors vote **FOR** the Resolution.

**THE UNDERSIGNED ORDINARY CREDITOR**, hereby revokes all Proxies previously given and nominates, constitutes, and appoints

or, if no person is named, Mr. Greg Watson of FTI Consulting Canada Inc., in its capacity as the Monitor, or such other representative of the Monitor as the Monitor may designate as nominee of the undersigned Ordinary Creditor (the "**Nominee**"), with full power of substitution, to attend on behalf of and act for the undersigned Ordinary Creditor at the Ordinary Creditors Meeting to be held in connection with the Plan and at any and all adjournments and postponements thereof, and to vote the amount of the Ordinary Creditors Proven Voting Claim as determined pursuant to the Claims Procedure Order and the Plan as follows:

- A.  **FOR** the Resolution; or
- AGAINST** the Resolution

- and -

- B. vote at the Nominee's discretion and otherwise act for and on behalf of the undersigned Ordinary Creditor with respect to any amendments or variations to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Ordinary Creditors Meeting (or any adjournment or postponement thereof).

**Dated at** \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2010.

**Ordinary Creditor's Signature:**

\_\_\_\_\_  
(Print Legal Name of the Ordinary Creditor)

\_\_\_\_\_  
(Signature of the Ordinary Creditor or an Authorized Signing Officer of the Ordinary Creditor)

\_\_\_\_\_  
(Print Name and Title of an Authorized Signing Officer of the Ordinary Creditor, if applicable)

\_\_\_\_\_  
(Mailing Address of the Ordinary Creditor)

\_\_\_\_\_  
(Phone Number of the Ordinary Creditor)

### INSTRUCTIONS FOR COMPLETION OF PROXY

1. Each Ordinary Creditor that has a right to vote at the Ordinary Creditors Meeting has the right to appoint a person (that need not be an Ordinary Creditor) to attend, act and vote for and on his, her or its behalf and such right may be exercised by inserting in the space provided the name of the person to be appointed. **If no name has been inserted in the space provided, the Ordinary Creditor will be deemed to have appointed Mr. Greg Watson of the Monitor (or such other representative of the Monitor as the Monitor may designate) as the Ordinary Creditor's Proxyholder.**
2. **If Mr. Greg Watson or another person is appointed or is deemed to be appointed as Proxyholder and the Ordinary Creditor fails to indicate a vote for or against the Resolution on this Proxy, this Proxy will be voted FOR the Resolution.**
3. If this Proxy is not dated in the space provided, it shall be deemed to bear the date on which it was received by the Monitor.
4. This Proxy must be signed by the Ordinary Creditor or by his, her or its attorney duly authorized in writing or, where the Ordinary Creditor is a corporation, by a duly authorized officer or attorney of the corporation with an indication of the title of such officer or attorney.
5. A valid Proxy bearing or deemed to be bearing a later date shall revoke this Proxy. In the event that more than one valid Proxy for the same Ordinary Creditor and bearing or deemed to be bearing the same date is received with conflicting instructions, such Proxies will be treated as disputed Proxies and shall not be counted.
6. **This Proxy must be received by the Monitor prior to 5:00 p.m., Toronto Time, on July [15], 2010 or 72 hours (excluding Saturdays, Sundays and holidays) prior to the time of any adjournment or postponement of the Ordinary Creditors Meeting, by delivery, courier, facsimile or e-mail at the following address:**

FTI Consulting Canada Inc.  
 Court-Appointed Monitor of the Canwest Entities  
 TD Waterhouse Tower  
 79 Wellington Street West  
 Suite 2010, P.O. Box 104  
 Toronto, Ontario M5K 1G8

Attention: Mr. Jonathan Kay  
 Telephone: (888) 318-4018  
 Fax: (416) 643-8101  
 Email: jonathan.kay@fticonsulting.com

**This Proxy may also be deposited with the chair at the Ordinary Creditors Meeting (or any adjournment or postponement thereof) prior to commencement of such meeting (or such adjournment or postponement).**

**YOU SHOULD REVIEW THE CIRCULAR AND THE PLAN CAREFULLY BEFORE YOU VOTE ON THE RESOLUTION. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND TREATMENT OF ORDINARY CREDITORS UNDER THE PLAN.**

**SCHEDULE A**

CANWEST GLOBAL COMMUNICATIONS CORP.  
CANWEST MEDIA INC.  
MBS PRODUCTIONS INC.  
YELLOW CARD PRODUCTIONS INC.  
CANWEST GLOBAL BROADCASTING INC./RADIODIFFUSION CANWEST GLOBAL INC.  
CANWEST TELEVISION GP INC.  
FOX SPORTS WORLD CANADA HOLDCO INC.  
GLOBAL CENTRE INC.  
MULTISOUND PUBLISHERS LTD.  
CANWEST INTERNATIONAL COMMUNICATIONS INC.  
CANWEST IRISH HOLDINGS (BARBADOS) INC.  
WESTERN COMMUNICATIONS INC.  
CANWEST FINANCE INC./FINANCIÈRE CANWEST INC.  
NATIONAL POST HOLDINGS LTD.  
CANWEST INTERNATIONAL MANAGEMENT INC.  
CANWEST INTERNATIONAL DISTRIBUTION LIMITED  
CANWEST MEDIAWORKS TURKISH HOLDINGS (NETHERLANDS) B.V.  
CGS INTERNATIONAL HOLDINGS (NETHERLANDS) B.V.  
CGS DEBENTURE HOLDING (NETHERLANDS) B.V.  
CGS SHAREHOLDING (NETHERLANDS) B.V.  
CGS NZ RADIO SHAREHOLDING (NETHERLANDS) B.V.  
4501063 CANADA INC.  
4501071 CANADA INC.  
30109, LLC  
CANWEST MEDIAWORKS (US) HOLDINGS CORP.



**VOTING INSTRUCTION FORM  
FOR VOTING AT THE MEETING OF HOLDERS OF 8% SENIOR SUBORDINATED  
NOTES DUE 2012 ISSUED BY CANWEST MEDIA INC. (the "Noteholder  
Meeting")**

BROKER LOGO HERE

Voting Instruction Deadline: July 17, 2010 at 5:00 p.m. (Toronto Time)

- Control No: 999999999999 CUID: 01234
- Account No: 0123456789 CUSIP:138906300

<b>Vote By Internet:</b> Go to <a href="http://www.proxyvote.com">www.proxyvote.com</a> Your 12-digit control number is located above
<b>Vote By Mail:</b> This voting instruction form may be returned by mail in the envelope provided.

Mr. John Sample  
123 Anywhere Street  
Any City, On A1A 1A1



1234567890123456789012345678  
Control No. 999999999999 999999999999

**THIS VOTING INSTRUCTION FORM IS SOLICITED ON BEHALF OF  
THE MANAGEMENT OF THE CANWEST ENTITIES**  
(Fill in only one box in black or Blue Ink)

- |    |  |                          |                          |
|----|--|--------------------------|--------------------------|
| 01 | Instruction to vote <b>FOR</b> or <b>AGAINST</b> the resolution (the "Resolution") approving a consolidated plan of compromise and arrangement concerning, affecting and involving the Canwest Entities pursuant to the <i>Companies' Creditors Arrangement Act</i> (Canada) (the "Plan") in connection with the Noteholder Meeting. | FOR                      | AGAINST                  |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |

- |    |  |                          |                          |
|----|--|--------------------------|--------------------------|
| 02 | THE <b>UNDERSIGNED BENEFICIAL NOTEHOLDER</b> hereby instructs its intermediary or participant (its "Nominee") or the Nominee's agent to nominate, constitute and appoint Robert J. Chadwick of Goodmans LLP, counsel for the Ad Hoc Committee, or such other representative of Goodmans LLP as Goodmans LLP may designate (such person, the "Appointee"), with full power of substitution, to vote at the Appointee's discretion and otherwise act for and on behalf of such beneficial owner with respect to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Noteholder Meeting (or any adjournment or postponement thereof). The undersigned understands and acknowledges that, if the "NO" box is checked by the undersigned, or if neither the "YES" box nor the "NO" box is checked by the undersigned, neither the undersigned nor its Nominee and such Nominee's agents will be able to nominate, constitute or appoint any person for the foregoing purpose, unless the undersigned has made alternate arrangements with its Nominee to enable the undersigned to vote in person by valid proxy at the Noteholder Meeting for such purpose. | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |

Capitalized terms used and not otherwise defined in this Voting Instruction Form have the respective meanings given to them in the management proxy circular dated June 25, 2010 (the "Circular"), prepared in connection with the Plan concerning, affecting and involving Canwest Global Communications Corp. and the other entities specified in the Circular.

Unless you have made alternate arrangements with your Nominee to enable you to vote in person by valid proxy at the Noteholder Meeting, your instructions with respect to voting for or against the Resolution and nominating, constituting and appointing the Appointee must be made by completing this Voting Instruction Form. If you wish to attend the Noteholder Meeting in person and vote on the Resolution by valid proxy, do NOT complete this Voting Instruction Form but contact your Nominee immediately to make alternate arrangements. In such case, you should also advise the Monitor as soon as possible in advance of the Noteholder Meeting.

The members of the Ad Hoc Committee have agreed to vote in favour of and to support the Recapitalization Transaction and the Plan, in accordance with the terms of the AHC Support Agreement and the Shaw Support Agreement. The Chief Restructuring Advisor **RECOMMENDS** that Affected Creditors vote **FOR** the Resolution. The Board of Directors agrees with the Chief Restructuring Advisor, and, after careful consideration of all relevant matters, the Board of Directors **UNANIMOUSLY RECOMMENDS** that Affected Creditors vote **FOR** the Resolution.

This Voting Instruction Form should be read in conjunction with the Circular.

I/We hereby authorize you to act in accordance with my/our voting instructions set out above.

This Voting Instruction Form hereby revokes all other Voting Instruction Forms previously submitted in connection with the instructions to vote on the Resolution.

Signature	Date
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**VOTING INSTRUCTIONS TO OUR CLIENTS:**

WE HAVE BEEN REQUESTED TO FORWARD TO YOU THE ENCLOSED PROXY MATERIAL RELATIVE TO SECURITIES HELD BY US IN YOUR ACCOUNT BUT NOT REGISTERED IN YOUR NAME. ONLY WE AS THE HOLDER OF RECORD CAN VOTE SUCH SECURITIES. WE SHALL BE PLEASED TO VOTE YOUR SECURITIES IN ACCORDANCE WITH YOUR WISHES, IF YOU WILL EXECUTE THE FORM AND RETURN IT TO US PROMPTLY IN THE ENCLOSED BUSINESS REPLY ENVELOPE. IT IS UNDERSTOOD THAT IF YOU SIGN WITHOUT OTHERWISE MARKING THE FORM YOUR SECURITIES WILL BE VOTED AS RECOMMENDED BY THE BOARD OF DIRECTORS ON ALL MATTERS TO BE CONSIDERED AT THE MEETING. FOR THIS MEETING, THE EXTENT OF OUR AUTHORITY TO VOTE YOUR SECURITIES IN THE ABSENCE OF YOUR INSTRUCTIONS CAN BE DETERMINED BY REFERRING TO THE APPLICABLE VOTING INSTRUCTION NUMBER INDICATED ON THE FACE OF YOUR FORM.

FOR MARGIN ACCOUNTS, IN THE EVENT YOUR SECURITIES HAVE BEEN LOANED OVER RECORD DATE, THE NUMBER OF SECURITIES WE VOTE ON YOUR BEHALF HAS BEEN OR CAN BE ADJUSTED DOWNWARD.

IF YOUR SECURITIES ARE HELD BY A BROKER WHO IS A MEMBER OF THE NEW YORK STOCK EXCHANGE (NYSE), THE RULES OF THE NYSE WILL GUIDE THE VOTING PROCEDURES. THESE RULES PROVIDE THAT IF INSTRUCTIONS ARE NOT RECEIVED FROM YOU PRIOR TO THE ISSUANCE OF THE FIRST VOTE, THE PROXY MAY BE GIVEN AT DISCRETION OF YOUR BROKER (ON THE TENTH DAY, IF THE MATERIAL WAS MAILED AT LEAST 15 DAYS PRIOR TO THE MEETING DATE; ON THE FIFTEENTH DAY IF THE PROXY MATERIAL WAS MAILED 25 DAYS OR MORE PRIOR TO THE MEETING DATE). IN ORDER FOR YOUR BROKER TO EXERCISE THIS DISCRETIONARY AUTHORITY, PROXY MATERIAL WOULD NEED TO HAVE BEEN MAILED AT LEAST 15 DAYS PRIOR TO THE MEETING DATE, AND ONE OR MORE OF THE MATTER(S) BEFORE THE MEETING MUST BE DEEMED "ROUTINE" IN NATURE ACCORDING TO NYSE GUIDELINES. IF THESE TWO REQUIREMENTS ARE MET AND YOU HAVE NOT COMMUNICATED TO US PRIOR TO THE FIRST VOTE BEING ISSUED, WE MAY VOTE YOUR SECURITIES AT OUR DISCRETION ON THOSE MATTER(S) DEEMED TO BE ROUTINE. WE WILL NEVERTHELESS FOLLOW YOUR INSTRUCTIONS, EVEN IF OUR DISCRETIONARY VOTE HAS ALREADY BEEN GIVEN, PROVIDED YOUR INSTRUCTIONS ARE RECEIVED PRIOR TO THE MEETING DATE.

**PLEASE NOTE THAT, UNDER A RULE AMENDMENT ADOPTED BY THE NEW YORK STOCK EXCHANGE FOR SHAREHOLDER MEETINGS HELD ON OR AFTER JANUARY 1, 2010, BROKERS ARE NO LONGER ALLOWED TO VOTE SECURITIES HELD IN THEIR CLIENTS' ACCOUNTS ON UNCONTESTED ELECTIONS OF**

**DIRECTORS UNLESS THE CLIENT HAS PROVIDED VOTING INSTRUCTIONS (IT WILL CONTINUE TO BE THE CASE THAT BROKERS CANNOT VOTE THEIR CLIENTS' SECURITIES IN CONTESTED DIRECTOR ELECTIONS).**

**CONSEQUENTLY, IF YOU WANT US TO VOTE YOUR SECURITIES ON YOUR BEHALF ON THE ELECTION OF DIRECTORS, YOU MUST PROVIDE VOTING INSTRUCTIONS TO US. VOTING ON MATTERS PRESENTED AT SHAREHOLDERS MEETINGS, PARTICULARLY THE ELECTION OF DIRECTORS, IS THE PRIMARY METHOD FOR SHAREHOLDERS TO INFLUENCE THE DIRECTION TAKEN BY A PUBLICLY-TRADED COMPANY. WE URGE YOU TO PARTICIPATE IN THE ELECTION BY RETURNING THE ENCLOSED VOTING INSTRUCTION FORM TO US WITH INSTRUCTIONS AS TO HOW TO VOTE YOUR SECURITIES IN THIS ELECTION.**

**THE FOLLOWING INSTRUCTIONS PROVIDE SPECIFICS REGARDING THE MEETING FOR WHICH THIS VOTING INSTRUCTION FORM APPLIES.**

1. Only Persons that are Beneficial Noteholders as at the Noteholder Voting Record Date are entitled to provide instructions on voting for or against the Resolution.
2. Unless you have made alternate arrangements with your Nominee to enable you to vote in person by valid proxy at the Noteholder Meeting, your instructions with respect to voting for or against the Resolution and nominating, constituting and appointing the Appointee must be made by completing this Voting Instruction Form. If you wish to attend the Noteholder Meeting in person and vote on the Resolution by valid proxy, do **NOT** complete this Voting Instruction Form but contact your Nominee immediately to make alternate arrangements. In such case, you should also advise the Monitor as soon as possible in advance of the Noteholder Meeting.
3. You must provide instructions to vote all of your 8% Notes either **FOR** or **AGAINST** the Resolution and you may not split your instructions.
4. This Voting Instruction Form, completed as required, must be returned 24 hours prior to the voting deadline to permit the completion of a Master Ballot to be delivered to the Monitor prior to **5:00 P.M., TORONTO TIME, ON JULY 18, 2010**.
5. Any entity entitled to provide instructions to vote **FOR** or **AGAINST** the Resolution may change its instruction before the voting deadline set out in the Circular by completing and casting a superseding Voting Instruction Form prior to the deadline outlined by instruction 4.
6. By completing this Voting Instruction Form, you are authorizing your Nominee or its Nominee's agent to:
  - a. record and tabulate the voting instructions represented by this Voting Instruction Form, in respect of the number of 8% Notes represented by this Voting Instruction Form; and
  - b. to advise the Monitor by completing a Master Ballot of the voting instructions represented by this Voting Instruction Form.

**YOU SHOULD REVIEW THE CIRCULAR AND THE PLAN CAREFULLY BEFORE YOU PROVIDE INSTRUCTIONS ON HOW VOTE ON THE RESOLUTION. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND TREATMENT OF NOTEHOLDERS UNDER THE PLAN.**

## **TAB 2**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE MADAM                    )  
  )  
JUSTICE PEPALL                                )                   TUESDAY, THE 22nd DAY  
  )                   OF JUNE, 2010

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

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

**APPLICANTS**

**MEETING ORDER**

**THIS MOTION** made by Canwest Global Communications Corp. ("**Canwest Global**") and the other Applicants listed on Schedule "A" hereto (collectively, the "**Applicants**") and the Partnerships listed on Schedule "B" hereto (the "**Partnerships**" and, together with the Applicants, the "**CMI Entities**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order (a) accepting the filing of a Consolidated Plan of Compromise and Arrangement filed by the CMI Entities dated June 15, 2010 (the "**Plan**"); (b) authorizing the CMI Entities to establish two classes of Affected Creditors for the purpose of considering and voting on the Plan; (c) authorizing the CMI Entities to call, hold and conduct meetings of certain of their Affected Creditors (the "**Meetings**") to consider and vote on a resolution to approve the Plan; (d) approving the procedures to be followed with respect to the calling and conduct of the Meetings; (e) approving: (i) the Amended Shaw Subscription Agreement, (ii) the Further Amended Support Agreement, and (iii) the Amended Shaw Support Agreement (all as defined below); (f) setting the date for the hearing of the CMI Entities' motion seeking sanction of the Plan; and (g) establishing the Restructuring Period Claims Bar Date (as defined below), was heard this day at 330 University Avenue, Toronto.

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**ON READING** the Affidavits of Thomas C. Strike sworn June 7, 2010 (the “**Strike Affidavit**”), June 14 and June 16, 2010, the Affidavit of Peter Buzzi sworn June 14, 2010 and the ● Report of the Monitor, FTI Consulting Canada Inc., dated June ● , 2010 (the “**Monitor’s ● Report**”), and on hearing the submissions of counsel for the CMI Entities, FTI Consulting Canada Inc. in its capacity as court-appointed Monitor for the CMI Entities (the “**Monitor**”), the *ad hoc* committee (the “**Ad Hoc Committee**”) of holders of 8% senior subordinated notes due 2012 issued by Canwest Media Inc. (“**CMI**”), CIBC Asset-Based Lending Inc. (formerly, CIT Business Credit Canada Inc.), Shaw Communications Inc. (“**Shaw**”), and such other counsel as were present, no one appearing for the remainder of the service list, although duly served with the motion record as appears from the Affidavit of Service, filed.

**SERVICE**

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

**DEFINITIONS**

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

**CONSOLIDATED PLAN OF COMPROMISE AND ARRANGEMENT**

3. **THIS COURT ORDERS** that the Plan is hereby accepted for filing, and the CMI Entities are hereby authorized to seek approval of the Plan from the Affected Creditors of the Plan Entities of the Plan in the manner set forth herein.

4. **THIS COURT ORDERS** that the CMI Entities may at any time and from time to time prior to the Meetings amend, restate, modify and/or supplement the Plan, subject to the receipt of the prior written consent of the Plan Sponsor and the Ad Hoc Committee. The Monitor shall post such amended Plan on the Website and file a copy with this Honourable Court. The

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CMI Entities shall give reasonable written notice to all Affected Creditors present at each Meeting of the details of any such amendment prior to any vote being taken at the Meetings.

**FORMS OF DOCUMENTS**

5. **THIS COURT ORDERS** that the Notice of Meetings substantially in the form attached hereto as Schedule “C”, the Ordinary Creditors’ Proxy substantially in the form attached hereto as Schedule “D”, the Master Ballot substantially in the form attached hereto as Schedule “E” and as may be amended with the consent of the Monitor, the Beneficial Noteholder Ballot substantially in the form attached hereto as Schedule “F” and as may be amended with the consent of the Monitor, the Voting Instruction Form (“VIF”) substantially in the form attached hereto as Schedule “G” and as may be amended with the consent of the Monitor, the Notice of Appearance attached hereto as Schedule “H”, and the Notice of Meetings and Management Proxy Circular Pertaining to a Consolidated Plan of Compromise and Arrangement and all Schedules and Appendices thereto including the Notice of Meetings and the Form of Resolution attached thereto as Appendix “A” (the “**Information Circular**”) attached to the Affidavit of ● sworn June ●, 2010, are each hereby approved and the CMI Entities are authorized and directed to make such changes as they consider necessary or desirable to conform the content thereof to the terms of the Plan or this Meeting Order.

**CLASSIFICATION OF CREDITORS**

6. **THIS COURT ORDERS** that for the purposes of considering and voting on the Plan the Affected Creditors of the Plan Entities are classified as follows: (i) the Noteholders Class, and (ii) the Ordinary Creditors Class.

7. **THIS COURT ORDERS** that (a) any Proven Distribution Claim of an Affected Creditor of a Plan Entity, other than a Noteholder, in an amount that is less than or equal to \$5,000, and (b) any Proven Distribution Claim of a Plan Entity, other than a Noteholder, in an amount in excess of \$5,000 that the relevant Affected Creditor has validly elected to value at \$5,000 for purposes of the Plan in accordance with this Meeting Order and the Plan is a “**Convenience Class Claim**”, and an Affected Creditor with a Convenience Class Claim is a “**Convenience Class Creditor**”.

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8. **THIS COURT ORDERS** that for the purposes of voting the Convenience Class Creditors shall be deemed to be in, and shall be deemed to vote in and as part of the Ordinary Creditors Class.

## MEETINGS

9. **THIS COURT ORDERS** that the Meetings shall consist of: (i) the Noteholder Meeting, and (ii) the Ordinary Creditors Meeting.

## NOTICE OF MEETINGS

10. **THIS COURT ORDERS** that the Monitor shall cause to be sent by regular pre-paid mail, courier, fax or e-mail copies of (i) the Information Circular and (ii) one of the VIF or Beneficial Noteholder Ballot as applicable (the “**Noteholder Meeting Materials**”) to the Noteholders on or about June 25, 2010 by sending the Noteholder Meeting Materials to either an intermediary (an “**Intermediary**”) or, in instances where the Beneficial Noteholders hold their beneficial interests in the Notes directly through a participant that holds interest in the Notes (a “**Participant**”), the Participant (the Intermediary and the Participant in each such case, the “**Nominee**”) or the agent of the Nominee (a “**Nominee’s Agent**”).

11. **THIS COURT ORDERS** that the Monitor shall cause to be sent by regular pre-paid mail, courier, fax or e-mail copies of the Information Circular and the Ordinary Creditors’ Proxy (the “**Ordinary Creditors Meeting Materials**” and together with the Noteholder Meeting Materials collectively, the “**Meeting Materials**”) as soon as practicable after the granting of the Meeting Order and, in any event, no later than June 30, 2010 to each Ordinary Creditor and to Convenience Class Creditor (and, for greater certainty, to each Affected Creditor with an Unresolved Claim) at the last known address for such Affected Creditor or to such other address subsequently provided to the Monitor by such Affected Creditor.

12. **THIS COURT ORDERS** that the Monitor shall on or before June 25, 2010 post an electronic copy of the Meeting Materials, together with an electronic copy of any other documents to be used in connection with the Meetings that are not included in the Meeting Materials on the Website at: <http://cfcanada.fticonsulting.com/CMI> until the Business Day following the Plan Implementation Date and shall provide a written copy to any Affected Creditor upon request by such Affected Creditor.

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13. **THIS COURT ORDERS** that the delivery of the Meeting Materials in the manner set out in paragraphs 10 and 11 hereof, and posting of the Meeting Materials on the Monitor's Website in accordance with paragraph 12 hereof shall constitute good and sufficient service of this Meeting Order and of the Plan, and good and sufficient notice of the Meetings on all Persons who may be entitled to receive notice thereof or of these proceedings or who may wish to be present in person or by proxy at the Meetings or who may wish to appear in these proceedings, and no other form of notice or service need be made on such Persons, and no other document or material need be served on such Persons in respect of these proceedings.

14. **THIS COURT ORDERS** that on or about June 25, 2010 the Monitor shall use reasonable efforts to cause the Notice of Meetings to be published for a period of two (2) Business Days in the *National Post*, *The Globe & Mail* (National Edition), *La Presse* and *The Wall Street Journal*.

#### **NOTEHOLDER SOLICITATION PROCESS**

15. **THIS COURT ORDERS** that the voting record date for the purposes of determining which Beneficial Noteholders are entitled to receive notice of the Noteholder Meeting and to vote at the Noteholder Meeting, shall be June 22, 2010 (the "**Noteholder Voting Record Date**").

16. **THIS COURT ORDERS** that the Beneficial Noteholders may deliver voting instructions and instructions with respect to the appointment of a proxy in respect of any amendments or variations to the matters identified in the Notice of Meetings and to any other matters that may properly come before the Noteholder Meeting (or an adjournment or postponement thereof) by either completing the VIF provided by the Nominee's Agent or by completing a Beneficial Noteholder Ballot provided by the Nominee. Alternatively, a Beneficial Noteholder may attend the Noteholder Meeting and vote by contacting its Nominee or Nominee's Agent as contemplated in the instructions set out in the VIF or the Beneficial Owner Ballot.

17. **THIS COURT ORDERS** that each Beneficial Noteholder that wishes to deliver voting instructions and instructions with respect to the appointment of a proxy in respect of any amendments or variations to the matters identified in the Notice of Meetings and to any other



matters that may properly come before the Noteholder Meeting (or an adjournment or postponement thereof) may do so by completing the applicable sections of the Beneficial Noteholder Ballot or VIF (in accordance with the instructions attached thereto) and return the completed Beneficial Noteholder Ballot or VIF to the Nominee or the Nominee’s Agent, as indicated on such Beneficial Noteholder Ballot or VIF.

18. **THIS COURT ORDERS** that upon receipt of each Beneficial Noteholder Ballot or VIF, the Nominee shall notify the Nominee’s Agent that such Beneficial Noteholder Ballot or VIF has been delivered, and the Nominee’s Agent shall remove such Beneficial Noteholder’s name from the list of Beneficial Noteholders eligible to vote through the Nominee’s Agent.

19. **THIS COURT ORDERS** that the Nominee or the Nominee’s Agent shall transfer the information contained in the Beneficial Noteholder Ballots and the VIFs as the case may be (including whether the Beneficial Noteholder voted for or against the Plan) to a Master Ballot and return the Master Ballot by courier, fax or e-mail to the Monitor.

**CONDUCT AT THE NOTEHOLDER MEETING**

20. **THIS COURT ORDERS** that the CMI Entities are hereby authorized to call, hold and conduct the Noteholder Meeting on July 19, 2010 in Toronto, Ontario, at the time and place set out in the Notice of Meetings, for the purpose of considering, and if deemed advisable by the Noteholders Class, voting for or against, with or without variation, the resolution to approve the Plan.

21. **THIS COURT ORDERS** that a representative of the Monitor, designated by the Monitor, shall preside as the chair (the “**Noteholders Chair**”) of the Noteholder Meeting and, subject to this Meeting Order and any further order of this Honourable Court, shall decide all matters relating to the conduct of the Noteholder Meeting.

22. **THIS COURT ORDERS** that the Noteholders Chair is hereby authorized to accept and rely upon Master Ballots, or such other forms as may be acceptable to the Noteholders Chair.

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23. **THIS COURT ORDERS** that the quorum required at the Noteholder Meeting shall be one (1) Beneficial Noteholder present by proxy or whose instructions to vote are included on a Master Ballot that is counted for voting purposes at the Noteholder Meeting.

24. **THIS COURT ORDERS** that the Monitor may appoint scrutineers (the “Scrutineers”) for the supervision and tabulation of the attendance at, quorum at and votes cast at the Noteholder Meeting. A Person designated by the Monitor shall act as secretary at the Noteholder Meeting.

25. **THIS COURT ORDERS** that if (a) the requisite quorum is not present at the Noteholder Meeting, or (b) the Noteholder Meeting is postponed by the vote of the majority in value of Beneficial Noteholders present in person or by proxy or whose instructions to vote are included on a Master Ballot that is counted for voting purposes at the Noteholder Meeting, then the Noteholder Meeting shall be adjourned by the Noteholders Chair to a date thereafter and to such time and place as may be appointed by the Noteholders Chair.

26. **THIS COURT ORDERS** that the Noteholder Meeting need not be convened in order to be adjourned and that the Noteholders Chair shall be entitled to adjourn and further adjourn the Noteholder Meeting at the Noteholder Meeting or any adjourned Noteholder Meeting provided that any such adjournment or adjournments shall be for a period of not more than thirty (30) days in total and, in the event of any such adjournment, the CMI Entities shall not be required to deliver any notice of adjournment of the Noteholder Meeting or adjourned Noteholder Meeting other than announcing the adjournment at the Noteholder Meeting or adjourned Noteholder Meeting or posting notice at the originally designated time and location of the Noteholder Meeting or adjourned Noteholder Meeting and posting notice on the Website.

27. **THIS COURT ORDERS** that the only Persons entitled to attend the Noteholder Meeting are the Noteholders Chair, the Monitor and its legal counsel and advisors; the Plan Sponsor and its legal counsel and advisors; those Persons, including the holders of proxies, ballots or other voting instruments, entitled to vote at the Noteholder Meeting, their legal counsel and advisors; the CMI Entities and the Chief Restructuring Advisor, and their respective legal counsel and advisors, including RBC; the Directors and Officers including members of the Special Committee, their legal counsel and advisors, including Genuity; members of the Ad Hoc Committee, their legal counsel and Houlihan; the Trustee and its legal counsel; and any

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Beneficial Noteholder. Any other Person may be admitted on invitation of the Noteholders Chair.

**VOTING PROCEDURE AT THE NOTEHOLDER MEETING**

28. **THIS COURT ORDERS** that the Noteholders Chair shall direct a vote on a resolution to approve the Plan and any amendments or variations thereto as the Monitor and the CMI Entities may consider appropriate. All votes made pursuant to Master Ballots shall be deemed to be votes for or against such resolution, as applicable and as set out in the relevant Master Ballots. Where a Beneficial Noteholder has delivered instructions with respect to the appointment of a proxy in respect of any amendments or variations identified in the Notice of Meetings and to any matters that may properly come before the Noteholder Meeting (or an adjournment or postponement thereof) in accordance with paragraph 17 of this Meeting Order, the vote of the proxy holder shall be deemed to be a vote for or against such matters as applicable. A Beneficial Noteholder may attend and vote in person to approve the Plan and any amendments or variations thereto at the Noteholder Meeting pursuant to the procedure set out in paragraph 16 of this Meeting Order.

29. **THIS COURT ORDERS** that only Beneficial Noteholders as of the Noteholder Voting Record Date will be entitled to provide instructions relating to voting or otherwise vote in the Noteholder Class.

30. **THIS COURT ORDERS** that for the purposes of voting at the Noteholder Meeting, the votes recorded on the Master Ballots shall be accepted as if voted in person by the Beneficial Noteholders at the Noteholder Meeting. Where a Beneficial Noteholder has delivered instructions with respect to the appointment of a proxy in respect of any amendments or variations identified in the Notice of Meetings and to any matters that may properly come before the Noteholder Meeting (or an adjournment or postponement thereof) in accordance with paragraph 17 of this Meeting Order, the vote of the proxy holder shall be accepted as if voted in person by the Beneficial Noteholder at the Noteholder Meeting.

31. **THIS COURT ORDERS** that for the purposes of voting at the Noteholder Meeting, votes cast by Beneficial Noteholders attending at the Noteholder Meetings who received valid proxies from their Nominee(s) shall be accepted.

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32. **THIS COURT ORDERS** that where a Beneficial Noteholder delivers voting instructions by VIF or Beneficial Owner Ballot, such Beneficial Noteholder's instructions will not be counted at the Noteholder Meeting unless a Master Ballot reflecting such Beneficial Noteholder's instructions is received by the Monitor before 5:00 p.m. (Toronto time) on July 18, 2010, or such later time as may be agreed to by the Monitor.

33. **THIS COURT ORDERS** that the value of a Beneficial Noteholder's vote shall be equal to the principal amount and accrued and unpaid interest to the Filing Date owing under the Notes held by such Beneficial Noteholder.

### **CONDUCT OF THE ORDINARY CREDITORS MEETING**

34. **THIS COURT ORDERS** that the CMI Entities are hereby authorized to call, hold and conduct the Ordinary Creditors Meeting on July 19, 2010 at Toronto, Ontario at the time and place set out in the Notice of Meetings for the purpose of considering, and if deemed advisable by the Ordinary Creditors Class, voting in favour of, with or without variation, resolutions to approve the Plan.

35. **THIS COURT ORDERS** that a representative of the Monitor, designated by the Monitor, shall preside as the chair (the "**Ordinary Creditors Chair**") of the Ordinary Creditors Meeting and, subject to this Meeting Order and any further Order of this Honourable Court, shall decide all matters relating to the conduct of the Ordinary Creditors Meeting.

36. **THIS COURT ORDERS** that the Ordinary Creditors Meeting is hereby authorized to accept and rely upon proxies substantially in the form attached hereto as Schedule "D", or such other form as is acceptable to the Ordinary Creditors Chair.

37. **THIS COURT ORDERS** that the quorum required at the Ordinary Creditors Meeting shall be one (1) Ordinary Creditor with a Proven Voting Claim present at such meeting in person or by proxy.

38. **THIS COURT ORDERS** that the Monitor may appoint Scrutineers for the supervision and tabulation of the attendance at, quorum at and votes cast at the Ordinary Creditors Meeting. A Person designated by the Monitor shall act as secretary at the Ordinary Creditors Meeting.

39. **THIS COURT ORDERS** that if (a) the requisite quorum is not present at the Ordinary Creditors Meeting, or (b) the Ordinary Creditors Meeting is postponed by the vote of the majority in value of Ordinary Creditors holding Proven Voting Claims, present in person or by proxy, then the Ordinary Creditors Meeting shall be adjourned by the Ordinary Creditors Chair to a date thereafter and to such time and place as may be appointed by the Ordinary Creditors Chair.

40. **THIS COURT ORDERS** that the Ordinary Creditors Meeting need not be convened in order to be adjourned and the Ordinary Creditors Chair shall be entitled to adjourn and further adjourn the Ordinary Creditors Meeting at the Ordinary Creditors Meeting or any adjourned Ordinary Creditors Meeting provided that any such adjournment or adjournments shall be for a period of not more than thirty (30) days in total and, in the event of any such adjournment, the CMI Entities shall not be required to deliver any notice of adjournment of the Meeting or adjourned Meeting other than announcing the adjournment at the Meeting or adjourned Meeting or posting notice at the originally designated time and location of the Meeting or adjourned Meeting and posting notice on the Website.

41. **THIS COURT ORDERS** that the only Persons entitled to attend the Ordinary Creditors Meeting are the Ordinary Creditors Chair, the Monitor and its counsel and advisors; the Plan Sponsor and its advisors and legal counsel; those Persons, including the holders of proxies, ballots and other voting instruments, entitled to vote at the Ordinary Creditors Meeting, their legal counsel and advisors; the CMI Entities and the Chief Restructuring Advisor, and their respective legal counsel and advisors, including RBC; the Directors and Officers including members of the Special Committee, their legal counsel and advisors, including Genuity; members of the Ad Hoc Committee, its legal counsel and Houlihan; and the Trustee and its legal counsel and Beneficial Noteholder. Any other Person may be admitted on invitation of the chair of the Ordinary Creditors Chair.

**VOTING PROCEDURE AT THE ORDINARY CREDITORS MEETING**

42. **THIS COURT ORDERS** that the Ordinary Creditors Chair shall direct a vote on a resolution to approve the Plan and any amendments thereto as the Monitor and the CMI Entities may consider appropriate.

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43. **THIS COURT ORDERS** that each Ordinary Creditor with a Proven Voting Claim shall be entitled to one vote as a member of the Ordinary Creditors Class, which vote shall have the aggregate dollar value of its Proven Voting Claim in respect of the CTLP Plan Entities and its Proven Voting Claim in respect of the Plan Entities other than the CTLP Plan Entities. For greater certainty, an Affected Creditor having Proven Voting Claims against more than one Plan Entity shall only be entitled to one (1) vote in respect of such Proven Voting Claims at the Ordinary Creditors Meeting.

44. **THIS COURT ORDERS** that any proxy in respect of the Ordinary Creditors Meeting (or any adjournment thereof) must be received by the Monitor by 5:00 p.m. (Toronto time) on July 15, 2010, or 72 hours prior to any rescheduled Ordinary Creditors Meeting.

45. **THIS COURT ORDERS** that each Convenience Class Creditor shall be deemed to vote in favour of the Plan in respect of its Convenience Class Claim as a member of the Ordinary Creditors Class, to the extent of the amount of such Convenience Class Claim.

46. **THIS COURT ORDERS** that Affected Creditors with Proven Distribution Claims in excess of \$5,000 that wish to elect to have their Proven Distribution Claims treated as Convenience Class Claims must deliver a duly completed and executed Convenience Class Claim Declarations to the Monitor prior to 5:00 p.m. (Toronto time) on July 15, 2010.

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

or assignee shall not be entitled to set-off, apply, merge, consolidate, or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such transferee or assignee to any of the CMI Entities. For greater certainty, the CMI Entities and the Monitor shall not recognize partial transfers or assignments of Claims by Ordinary Creditors or Convenience Class Creditors.

**APPROVAL OF THE PLAN**

48. **THIS COURT ORDERS** that in order to be approved, the Plan must receive an affirmative vote by the Required Majority.

49. **THIS COURT ORDERS** that following the votes at the Noteholder Meeting and the Ordinary Creditor Meetings, the Monitor shall tally the votes and determine whether the Plan has been approved by the Required Majority.

50. **THIS COURT ORDERS** that if approved by the Required Majority, the CMI Entities will bring the CCAA Sanction Motion (defined below).

51. **THIS COURT ORDERS** that the result of any vote at the Meetings shall be binding on all Affected Creditors of the Plan Entities, including Noteholders, whether or not any such Affected Creditors are present at the Meetings.

**PARTIES NOT ENTITLED TO VOTE**

52. **THIS COURT ORDERS** that Affected Creditors having Claims against National Post, National Post Holdings, Western Communications, Multisound Publishers, 4501071 Canada, CGS Shareholding, CGS NZ Radio, CGS International, CGS Debenture, Canwest MediaWorks US, Canwest MediaWorks Turkish Holdings, Canwest Irish Holdco, Canwest International, Canwest International Distribution, Canwest Communications, Canwest Finance, or 30109 shall not vote on the Plan in respect of such Claims.

53. **THIS COURT ORDERS** that the Labour Parties shall have no vote in respect of the Retiree Terminal Deficiency Claim or the CEP Terminal Deficiency Claim.

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54. **THIS COURT ORDERS** that any person having an Unaffected Claim, an Intercompany Claim or an Equity Claim shall not be entitled to vote at any Meeting in respect of such Unaffected Claim, an Intercompany Claim or Equity Claim, as applicable.

**MISCELLANEOUS**

55. **THIS COURT ORDERS** that the Monitor may in its discretion waive in writing the time limits imposed on the Affected Creditors of the Plan Entities as set out in this Meeting Order for the deposit of proxies, VIFs and Beneficial Noteholder Ballots, and all other procedural matters if the Monitor deems it advisable to do so.

56. **THIS COURT ORDERS** that each Affected Creditor holding an Unresolved Claim against a Plan Entity shall be entitled to attend the Ordinary Creditors Meeting and shall be entitled to one vote at such Meeting which vote shall have the dollar value as set out such in creditors' CMI Notice of Dispute of Claim or CMI Proof of Claim as applicable. The Monitor shall keep a separate record of votes cast by Affected Creditors of the Plan Entities holding Unresolved Claims and shall report to the Court with respect thereto at the Plan Sanction Hearing. The votes cast in respect of any Unresolved Claim shall not be counted for any purpose unless, until and only to the extent that such Unresolved Claim is finally determined to be a Proven Voting Claim.

57. **THIS COURT ORDERS** that the CMI Entities and the Monitor shall have the right to seek the assistance of the Court in valuing any Unresolved Claim in accordance with the Claims Procedure Order, the Meeting Order, the CCAA and the Plan, if required, to ascertain the result of any vote on the Plan.

58. **THIS COURT ORDERS** that an Affected Creditor's Proven Voting Claim shall not include fractional numbers and Proven Voting Claims shall be rounded down to the nearest whole Canadian dollar amount.

**SANCTION HEARING**

59. **THIS COURT ORDERS** that the Monitor shall provide a report to this Honourable Court no later than four (4) Business Days after the Meetings (the "**Monitor's Report Regarding the Meetings**") with respect to:

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- (a) the results of the voting at the Noteholder Meeting and the Ordinary Creditors Meeting on the resolution to approve the Plan;
- (b) whether the Required Majority has approved the Plan;
- (c) the effect on the results of the voting had all of the Affected Creditors of the Plan Entities with Unresolved Claims also voted the full amount of their Unresolved Claims; and
- (d) in its discretion, any other matter relating to the CMI Entities' motion seeking sanction of the Plan.

60. **THIS COURT ORDERS** that an electronic copy of the Monitor's Report regarding the Meetings, the Plan including any amendments and variations thereto, and a draft sanction Order in respect of the Plan shall be posted on the Website prior to the CCAA Sanction Motion (as defined below).

61. **THIS COURT ORDERS** that in the event that the Plan has been approved by the Required Majority, the CMI Entities may bring a motion before this Honourable Court on July 28, 2010, or such later date as is set by this Honourable Court upon motion by the CMI Entities, seeking a sanctioning of the Plan pursuant to the CCAA (the "**CCAA Sanction Motion**").

62. **THIS COURT ORDERS** that service of this Meeting Order by the Monitor to the parties on the service list, delivery of this Meeting Order in accordance with paragraph 10 and 11 hereof, the posting of the Meeting Materials on the Website in accordance with paragraph 12 hereof, and the mailing to Affected Creditors of the Meeting Materials in accordance with the requirements of this Meeting Order shall constitute good and sufficient service of notice of the CCAA Sanction Motion on all Persons entitled to receive such service and no other form of notice or service need be made and no other materials need be served in respect of the CCAA Sanction Motion, except that the CMI Entities shall serve the service list with any additional materials to be used in support of the CCAA Sanction Motion and, with the consent of the Monitor and if necessary to expedite the Plan Implementation Date, such service on the service list of additional materials to be used in support of the CCAA Sanction Motion may be made on less than four (4) days' notice.

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63. **THIS COURT ORDERS** that any Person who wishes to oppose the CCAA Sanction Motion shall serve on the service list a notice setting out the basis for such opposition and a copy of the materials to be used to oppose the CCAA Sanction Motion at least seven (7) days before the date set for the CCAA Sanction Motion, or such shorter time as this Honourable Court, by Order, may allow.

64. **THIS COURT ORDERS** that in the event that the CCAA Sanction Motion is adjourned, only those Persons who have filed and served a Notice of Appearance shall be served with notice of the adjourned date.

65. **THIS COURT ORDERS** that subject to any further order of this Honourable Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Meeting Order, the terms, conditions and provisions of the Plan shall govern and be paramount, and any such provision of this Meeting Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

**SHAW TRANSACTION DOCUMENTS**

66. **THIS COURT ORDERS** that
- (a) the amended and restated Subscription Agreement dated May 3, 2010 between Shaw and Canwest Global, including the amended subscription term sheet appended thereto (the “**Amended Subscription Agreement**”);
  - (b) the further amended and restated (the “**Further Amended Support Agreement**”) Amended Support Agreement dated May 3, 2010 (as defined in the Strike Affidavit); and
  - (c) the amended Shaw Support Agreement dated May 3, 2010 (the “**Amended Shaw Support Agreement**”)

are hereby approved.

67. **THIS COURT ORDERS** that the CMI Entities are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the transactions and the satisfaction of the

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obligations contemplated by the Amended Subscription Agreement, the Further Amended Support Agreement and the Amended Shaw Support Agreement.

68. **THIS COURT ORDERS** that the CMI Entities shall be required to comply with their obligations under the Amended Subscription Agreement, the Further Amended Support Agreement and the Amended Shaw Support Agreement. Prior to exercising any and all rights and remedies they may have against the CMI Entities under or in respect of the Amended Subscription Agreement, the Further Amended Support Agreement and the Amended Shaw Support Agreement, in accordance with the terms of such agreements, other than in respect of contractual termination rights under the Amended Subscription Agreement, the Further Amended Support Agreement and the Amended Shaw Support Agreement, Shaw and the Consenting Noteholders, as applicable, shall be required to obtain a further order of the Court.

69. **THIS COURT ORDERS** that all provisions of the Order of Madam Justice Pepall in respect of the CMI Entities dated October 6, 2009, as amended by the Order of madam Justice Pepall dated February 19, 2010 (the “**Initial Order**”) applicable to the “Support Agreement” (as defined in the Initial Order) shall be applicable in all respects to the Further Amended Support Agreement.

70. **THIS COURT ORDERS** that all provisions of the Initial Order applicable to the “Shaw Support Agreement”, “Subscription Agreement” and “Investors Charge” (as defined in the Initial Order) shall be applicable in all respects to the Amended Shaw Support Agreement and Amended Subscription Agreement.

**RESTRUCTURING PERIOD CLAIMS BAR DATE**

71. **THIS COURT ORDERS** that any Claims of any Person against one or more of the CMI Entities or any of Directors and Officers in connection with any indebtedness, liability or obligation of any kind whatsoever owed by one or more of the CMI Entities to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach after the Filing Date of any contract, lease or other agreement, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of the Claims Procedure Order (excluding Excluded Claims) for which a CMI Notice of Dispute of Claim or a CMI Proof of Claim has not been filed with the Monitor by 5:00

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p.m. (Toronto time) on July 9, 2010 (the “**Restructuring Period Claims Bar Date**”) shall be forever barred, extinguished and released with prejudice.

**ASSISTANCE OF OTHER COURTS**

72. **THIS COURT ORDERS AND REQUESTS** the aid and recognition (including assistance pursuant to section 17 of the CCAA) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or territory or any court or any judicial, regulatory or administrative body of the United States and the states or other subdivisions of the United States and of any other nation or state to act in aid of and to be complementary to this court in carrying out the terms of this Meeting Order.

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**Schedule "A"****Applicants**

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

24. 30109, LLC
25. CanWest MediaWorks (US) Holdings Corp.

**Schedule "B"**

**Partnerships**

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

**SCHEDULE C**

**(attached)**



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

**AND IN THE MATTER OF THE CONSOLIDATED PLAN OF COMPROMISE AND ARRANGEMENT  
CONCERNING, AFFECTING AND INVOLVING**

**CANWEST GLOBAL COMMUNICATIONS CORP., CANWEST MEDIA INC., CANWEST TELEVISION  
GP INC., CANWEST TELEVISION LIMITED PARTNERSHIP, CANWEST GLOBAL BROADCASTING  
INC./RADIODIFFUSION CANWEST GLOBAL INC., FOX SPORTS WORLD CANADA HOLDCO INC.,  
FOX SPORTS WORLD CANADA PARTNERSHIP, NATIONAL POST HOLDINGS LTD., MBS  
PRODUCTIONS INC., YELLOW CARD PRODUCTIONS INC., GLOBAL CENTRE INC.**

**AND 4501063 CANADA INC.**

**(collectively with certain other subsidiaries of  
Canwest Global Communications Corp., the "CANWEST ENTITIES")**

**NOTICE OF MEETINGS  
OF AFFECTED CREDITORS OF THE CANWEST ENTITIES  
(collectively, "AFFECTED CREDITORS")**

**NOTICE IS HEREBY GIVEN** that meetings of the Affected Creditors (the "Meetings") will be held in the Governor General Room, at the Hilton Toronto Hotel, 145 Richmond Street West, Toronto, Ontario, Canada M5H 2L2, on July [19], 2010, at the times set out below, for the following purposes:

- (a) to consider and, if deemed advisable, to pass, with or without variation, a resolution (the "Resolution") approving the consolidated plan of compromise and arrangement concerning, affecting and involving the Canwest Entities (the "Plan") pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA"), as it may be amended from time to time in accordance with the terms of the Plan; and
- (b) to transact such other business as may properly come before each Meeting or any adjournment or postponement thereof.

The Meetings are being held pursuant to an order (the "Meeting Order") of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on June [22], 2010 by the Honourable Madam Justice Sarah E. Pepall.

Capitalized terms used and not otherwise defined in this Notice have the respective meanings given to them in the Plan.

The Plan contemplates the compromise of rights and claims of the Affected Creditors. A separate Meeting will be held for each of the two classes of Affected Creditors entitled to vote on the Resolution, at the following times:

<u>Class of Affected Creditors</u>	<u>Time of Meeting</u>
Noteholders Class .....	9:30 a.m.
Ordinary Creditors Class.....	11:30 a.m.

Quorum for the Ordinary Creditors Meeting has been set by the Meeting Order as the presence, in person or by proxy, at the Meeting of one person entitled to vote at such Meeting on the Resolution. Quorum for the Noteholder Meeting has been set by the Meeting Order as one Beneficial Noteholder present by proxy or whose instructions to vote are included on a Master Ballot that is counted for voting purposes at the Noteholder Meeting. The date set as the Noteholder Voting Record Date is June 22, 2010.

In order for the Plan to be approved and be binding in accordance with the CCAA, the Resolution must be approved by that number of Affected Creditors representing at least a majority in number of the Proven Voting

Claims, whose Affected Claims represent at least two-thirds in value of the Proven Voting Claims of (a) the Ordinary Creditors and Convenience Class Creditors who validly vote (in person or by proxy or who are deemed to vote pursuant to the Plan and the Meeting Order) on the Resolution at the Ordinary Creditors Meeting, and (b) the Beneficial Noteholders who provide a proxy, ballot or other instructions for voting or otherwise validly vote at the Noteholder Meeting as provided for in the Meeting Order (the “**Required Majority**”). At each of the Meetings, each Affected Creditor will be entitled to one vote, which vote will have the value of such person’s Affected Claim for voting purposes, as determined pursuant to the Claims Procedure Order, the Meeting Order and the Plan. The Plan must also be sanctioned by the Court under the CCAA. Subject to satisfaction of the other conditions precedent to the implementation of the Plan, all Affected Creditors will then receive the treatment set forth in the Plan.

**NOTICE IS ALSO HEREBY GIVEN** that if the Plan is approved by the Required Majority at the Meetings, the Canwest Entities intend to bring a motion before the Court on or about July 28, 2010 at 10:00 a.m. (Toronto time) at the Court at 330 University Avenue, Toronto, Ontario M5G 1R8. The motion will be for the Sanction Order sanctioning the Plan under the CCAA and granting ancillary relief consequent upon such sanction. Any Affected Creditor that wishes to appear or be represented, and to present evidence or arguments, at the Court hearing seeking sanction of the Plan must file with the Court a notice of appearance and serve such notice of appearance on the Canwest Entities’ solicitors, Osler, Hoskin & Harcourt LLP (Attention: Messrs. Lyndon Barnes and Jeremy Dacks), at least seven days before the Court hearing.

There is one form of proxy (the “**Proxy**”) for Affected Creditors that are Ordinary Creditors and are accordingly members of the Ordinary Creditors Class. **An Ordinary Creditor may attend the Ordinary Creditors Meeting in person or may appoint another person as its proxyholder by inserting the name of such person in the space provided in the form of Proxy to be provided to Ordinary Creditors by the Monitor or the Canwest Entities, or by completing another valid form of Proxy. Persons appointed as proxyholders need not be Affected Creditors.** In order to be effective, Proxies of Ordinary Creditors must be received by the Monitor at TD Waterhouse Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104, Toronto, Ontario, M5K 1G8 (Attention: Mr. Jonathan Kay), facsimile number: (416) 649-8101 or e-mail: jonathan.kay@fticonsulting.com, prior to 5:00 p.m. (Toronto time) on July [15], 2010 or 72 hours (excluding Saturdays, Sundays and holidays) prior to the time of any adjournment or postponement of the Ordinary Creditors Meeting. Proxies may also be deposited with the chair at the Ordinary Creditors Meeting (or any adjournment or postponement thereof) prior to the commencement of such Meeting (or such adjournment or postponement).

If an Ordinary Creditor specifies a choice with respect to voting on the Resolution on a Proxy, the Proxy will be voted in accordance with the specification so made. **In the absence of such specification, a Proxy will be voted FOR the approval of the Resolution.**

**A Noteholder may indicate its instructions with respect to voting for or against the Resolution on a beneficial owner ballot (a “Beneficial Owner Ballot”) or a voting instruction form (“VIF”, and, together with the Proxy and the Beneficial Owner Ballot, the “Voting Instruments”), which must be returned in accordance with the instructions set out in such Voting Instrument in order to be included on a master ballot (“Master Ballot”).** Master Ballots must be received by the Monitor at TD Waterhouse Tower, 79 Wellington Street West, Suite 2010, P.O. Box 104, Toronto, Ontario, M5K 1G8 (Attention: Mr. Jonathan Kay), facsimile number: (416) 649-8101 or e-mail: jonathan.kay@fticonsulting.com, prior to 5:00 p.m. (Toronto time) on July [18], 2010 or one Business Day prior to the time of any adjournment or postponement of the Noteholder Meeting. **Instead of completing and returning a Beneficial Owner Ballot or VIF, a Beneficial Noteholder that wishes to attend in person and vote by ballot at the Noteholder Meeting should immediately contact the bank, broker or other intermediary that holds the Beneficial Noteholder’s 8% Notes, to make alternate arrangements to enable such Beneficial Noteholder to vote by ballot in person at the Noteholder Meeting. If making such alternate arrangements, the Beneficial Noteholder should advise the Monitor as soon as possible in advance of the Noteholder Meeting.**

If a Beneficial Noteholder specifies an instruction with respect to voting on the Resolution on a Beneficial Owner Ballot or VIF, then, subject to such Beneficial Owner Ballot or VIF, as applicable, being returned in accordance with instructions set out in such Voting Instrument, Canwest expects that the specification so made will be included on a Master Ballot. **In the absence of such specification, the Beneficial Owner Ballot or VIF, as applicable, will NOT be reflected on the Master Ballot for the purposes of voting on the Resolution.**

Each of the Voting Instruments contemplates the granting of discretionary authority on the individuals designated in it with respect to amendments or variations to matters identified in this Notice of Meetings and other matters that may properly come before the Meetings. As of the date hereof, the Canwest Entities know of no such amendment, variation or other matters to come before the Meetings.

This Notice is given by the Canwest Entities pursuant to the Meeting Order.

You may view copies of the documents relating to this process on the Monitor's website at <http://cfcanda.fticonsulting.com/cmi>.

**DATED** this [25<sup>th</sup>] day of June, 2010.

**SCHEDULE D**  
**(attached)**



**PROXY**

NO PERSON HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS PROXY, AND IF PROVIDED OR MADE, SUCH INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON

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

**AND IN THE MATTER OF THE CONSOLIDATED PLAN OF COMPROMISE AND  
ARRANGEMENT OF CANWEST GLOBAL COMMUNICATIONS CORP. AND THE  
OTHER ENTITIES LISTED ON SCHEDULE A HERETO**

**MEETING OF AFFECTED CREDITORS OF THE ORDINARY CREDITORS CLASS  
TO BE HELD PURSUANT TO AN ORDER OF THE ONTARIO SUPERIOR COURT OF  
JUSTICE (COMMERCIAL LIST)**

**TO BE HELD ON JULY [19], 2010 AT 11:30 A.M.  
IN THE GOVERNOR GENERAL ROOM  
AT THE HILTON TORONTO HOTEL,  
145 RICHMOND STREET WEST,  
TORONTO, ONTARIO, CANADA M5H 2L2  
AND ANY ADJOURNMENT OR POSTPONEMENT THEREOF**

**PROXY FOR VOTING FOR OR AGAINST  
THE RESOLUTION APPROVING A CONSOLIDATED PLAN OF COMPROMISE AND  
ARRANGEMENT**

**pursuant to the *Companies' Creditors Arrangement Act* (Canada)  
concerning, affecting and involving**

**CANWEST GLOBAL COMMUNICATIONS CORP., CANWEST MEDIA INC., CANWEST  
TELEVISION GP INC., CANWEST TELEVISION LIMITED PARTNERSHIP, CANWEST  
GLOBAL BROADCASTING INC./RADIODIFFUSION CANWEST GLOBAL INC., FOX  
SPORTS WORLD CANADA HOLDCO INC., FOX SPORTS WORLD CANADA  
PARTNERSHIP, NATIONAL POST HOLDINGS LTD., THE NATIONAL POST  
COMPANY/LA PUBLICATION NATIONAL POST, MBS PRODUCTIONS INC., YELLOW  
CARD PRODUCTIONS INC., GLOBAL CENTRE INC. AND 4501063 CANADA INC.**

**THIS PROXY IS SOLICITED ON BEHALF OF  
THE MANAGEMENT OF THE CANWEST ENTITIES**

*Before completing this Proxy, please read carefully the Instructions for Completion of Proxy accompanying this Proxy for information respecting the proper completion and return of this Proxy.*

Capitalized terms used and not otherwise defined in this Proxy shall have the respective meanings given to them in the management proxy circular dated June [25], 2010 prepared in connection with the Plan (the “Circular”). The Plan is attached as Appendix B to the Circular. If you do not have a copy of the Circular, you may obtain a copy from the Monitor’s website at <http://cfcanada.fticonsulting.com/cmi>. Please review the Plan and the Circular carefully, including the voting procedures explained in the Circular.

**THIS PROXY MUST BE COMPLETED AND SIGNED BY AN ORDINARY CREDITOR AND RETURNED TO THE MONITOR, FTI CONSULTING CANADA INC., PRIOR TO 5:00 P.M., TORONTO TIME, ON JULY [15], 2010 OR 72 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS) PRIOR TO THE TIME OF ANY ADJOURNMENT OR POSTPONEMENT OF THE ORDINARY CREDITORS MEETING IF SUCH ORDINARY CREDITOR OR ANY OTHER PERSON ON SUCH ORDINARY CREDITOR’S BEHALF IS TO ATTEND SUCH MEETING AND VOTE ON THE RESOLUTION OR IF SUCH ORDINARY CREDITOR WISHES TO APPOINT AN OFFICER OF THE MONITOR TO ACT AS SUCH ORDINARY CREDITOR’S PROXY. THIS PROXY MAY ALSO BE DEPOSITED WITH THE CHAIR AT THE ORDINARY CREDITORS MEETING (OR ANY ADJOURNMENT OR POSTPONEMENT THEREOF) PRIOR TO COMMENCEMENT OF SUCH MEETING (OR SUCH ADJOURNMENT OR POSTPONEMENT).**

A Proxy may be revoked by an instrument in writing executed by an Ordinary Creditor that has given a form of Proxy or such Ordinary Creditor’s attorney duly authorized in writing or, in the case of an Ordinary Creditor that is not an individual, by an instrument in writing executed by a duly authorized officer or attorney thereof, and delivered to the Monitor prior to the commencement of the Ordinary Creditors Meeting (or any adjournment or postponement thereof).

If an Ordinary Creditor specifies a choice with respect to voting on the Resolution, the Proxy will be voted in accordance with the specification so made. **In the absence of such specification, the Proxy will be voted FOR the Resolution.** The Proxy confers discretionary authority on the individuals designated in the Proxy with respect to any amendments or variations to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Ordinary Creditors Meeting (or any adjournment or postponement thereof). As of the date hereof, the Canwest Entities know of no such amendment, variation or other matters to come before the Ordinary Creditors Meeting.

The members of the Ad Hoc Committee have agreed to vote in favour of and to support the Recapitalization Transaction and the Plan, in accordance with the terms of the AHC Support Agreement and the Shaw Support Agreement. The Chief Restructuring Advisor **RECOMMENDS** that Affected Creditors vote **FOR** the Resolution. The Board of Directors agrees with the Chief Restructuring Advisor and, after careful consideration of all relevant matters, the Board of Directors **UNANIMOUSLY RECOMMENDS** that Affected Creditors vote **FOR** the Resolution.

**THE UNDERSIGNED ORDINARY CREDITOR**, hereby revokes all Proxies previously given and nominates, constitutes, and appoints

or, if no person is named, Mr. Greg Watson of FTI Consulting Canada Inc., in its capacity as the Monitor, or such other representative of the Monitor as the Monitor may designate as nominee of the undersigned Ordinary Creditor (the "**Nominee**"), with full power of substitution, to attend on behalf of and act for the undersigned Ordinary Creditor at the Ordinary Creditors Meeting to be held in connection with the Plan and at any and all adjournments and postponements thereof, and to vote the amount of the Ordinary Creditors Proven Voting Claim as determined pursuant to the Claims Procedure Order and the Plan as follows:

- A.        **FOR** the Resolution; or
- AGAINST** the Resolution

- and -

- B.    vote at the Nominee's discretion and otherwise act for and on behalf of the undersigned Ordinary Creditor with respect to any amendments or variations to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Ordinary Creditors Meeting (or any adjournment or postponement thereof).

**Dated at** \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2010.

**Ordinary Creditor's Signature:**

\_\_\_\_\_  
(Print Legal Name of the Ordinary Creditor)

\_\_\_\_\_  
(Signature of the Ordinary Creditor or an Authorized Signing Officer of the Ordinary Creditor)

\_\_\_\_\_  
(Print Name and Title of an Authorized Signing Officer of the Ordinary Creditor, if applicable)

\_\_\_\_\_  
(Mailing Address of the Ordinary Creditor)

\_\_\_\_\_  
(Phone Number of the Ordinary Creditor)

### INSTRUCTIONS FOR COMPLETION OF PROXY

1. Each Ordinary Creditor that has a right to vote at the Ordinary Creditors Meeting has the right to appoint a person (that need not be an Ordinary Creditor) to attend, act and vote for and on his, her or its behalf and such right may be exercised by inserting in the space provided the name of the person to be appointed. **If no name has been inserted in the space provided, the Ordinary Creditor will be deemed to have appointed Mr. Greg Watson of the Monitor (or such other representative of the Monitor as the Monitor may designate) as the Ordinary Creditor's Proxyholder.**
2. **If Mr. Greg Watson or another person is appointed or is deemed to be appointed as Proxyholder and the Ordinary Creditor fails to indicate a vote for or against the Resolution on this Proxy, this Proxy will be voted FOR the Resolution.**
3. If this Proxy is not dated in the space provided, it shall be deemed to bear the date on which it was received by the Monitor.
4. This Proxy must be signed by the Ordinary Creditor or by his, her or its attorney duly authorized in writing or, where the Ordinary Creditor is a corporation, by a duly authorized officer or attorney of the corporation with an indication of the title of such officer or attorney.
5. A valid Proxy bearing or deemed to be bearing a later date shall revoke this Proxy. In the event that more than one valid Proxy for the same Ordinary Creditor and bearing or deemed to be bearing the same date is received with conflicting instructions, such Proxies will be treated as disputed Proxies and shall not be counted.
6. **This Proxy must be received by the Monitor prior to 5:00 p.m., Toronto Time, on July [15], 2010 or 72 hours (excluding Saturdays, Sundays and holidays) prior to the time of any adjournment or postponement of the Ordinary Creditors Meeting, by delivery, courier, facsimile or e-mail at the following address:**

FTI Consulting Canada Inc.  
 Court-Appointed Monitor of the Canwest Entities  
 TD Waterhouse Tower  
 79 Wellington Street West  
 Suite 2010, P.O. Box 104  
 Toronto, Ontario M5K 1G8

Attention: Mr. Jonathan Kay  
 Telephone: (888) 318-4018  
 Fax: (416) 643-8101  
 Email: jonathan.kay@fticonsulting.com

**This Proxy may also be deposited with the chair at the Ordinary Creditors Meeting (or any adjournment or postponement thereof) prior to commencement of such meeting (or such adjournment or postponement).**

**YOU SHOULD REVIEW THE CIRCULAR AND THE PLAN CAREFULLY BEFORE YOU VOTE ON THE RESOLUTION. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND TREATMENT OF ORDINARY CREDITORS UNDER THE PLAN.**



**SCHEDULE A**

CANWEST GLOBAL COMMUNICATIONS CORP.  
CANWEST MEDIA INC.  
MBS PRODUCTIONS INC.  
YELLOW CARD PRODUCTIONS INC.  
CANWEST GLOBAL BROADCASTING INC./RADIODIFFUSION CANWEST GLOBAL INC.  
CANWEST TELEVISION GP INC.  
FOX SPORTS WORLD CANADA HOLDCO INC.  
GLOBAL CENTRE INC.  
MULTISOUND PUBLISHERS LTD.  
CANWEST INTERNATIONAL COMMUNICATIONS INC.  
CANWEST IRISH HOLDINGS (BARBADOS) INC.  
WESTERN COMMUNICATIONS INC.  
CANWEST FINANCE INC./FINANCIÈRE CANWEST INC.  
NATIONAL POST HOLDINGS LTD.  
CANWEST INTERNATIONAL MANAGEMENT INC.  
CANWEST INTERNATIONAL DISTRIBUTION LIMITED  
CANWEST MEDIAWORKS TURKISH HOLDINGS (NETHERLANDS) B.V.  
CGS INTERNATIONAL HOLDINGS (NETHERLANDS) B.V.  
CGS DEBENTURE HOLDING (NETHERLANDS) B.V.  
CGS SHAREHOLDING (NETHERLANDS) B.V.  
CGS NZ RADIO SHAREHOLDING (NETHERLANDS) B.V.  
4501063 CANADA INC.  
4501071 CANADA INC.  
30109, LLC  
CANWEST MEDIAWORKS (US) HOLDINGS CORP.

**SCHEDULE E**

**(attached)**



**MASTER BALLOT**

NO PERSON HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS MASTER BALLOT, AND IF PROVIDED OR MADE, SUCH INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON

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

**AND IN THE MATTER OF THE CONSOLIDATED PLAN OF COMPROMISE AND ARRANGEMENT OF CANWEST GLOBAL COMMUNICATIONS CORP. AND THE OTHER ENTITIES LISTED ON SCHEDULE A HERETO**

**MASTER BALLOT FOR VOTING FOR OR AGAINST  
THE RESOLUTION APPROVING A CONSOLIDATED PLAN OF COMPROMISE  
AND ARRANGEMENT**

**pursuant to the *Companies' Creditors Arrangement Act* (Canada)  
concerning, affecting and involving**

**CANWEST GLOBAL COMMUNICATIONS CORP., CANWEST MEDIA INC.,  
CANWEST TELEVISION GP INC., CANWEST TELEVISION LIMITED  
PARTNERSHIP, CANWEST GLOBAL BROADCASTING INC./RADIODIFFUSION  
CANWEST GLOBAL INC., FOX SPORTS WORLD CANADA HOLDCO INC., FOX  
SPORTS WORLD CANADA PARTNERSHIP, NATIONAL POST HOLDINGS LTD.,  
THE NATIONAL POST COMPANY/LA PUBLICATION NATIONAL POST, MBS  
PRODUCTIONS INC., YELLOW CARD PRODUCTIONS INC., GLOBAL CENTRE  
INC. AND 4501063 CANADA INC.**

**MASTER BALLOT FOR VOTING 8% SENIOR SUBORDINATED NOTES DUE  
2012 ISSUED BY CANWEST MEDIA INC.**

**pursuant to an indenture dated as of November 18, 2004, as amended.**

**(CUSIP Number 138906300)**

**THE VOTING DEADLINE BY WHICH THIS MASTER BALLOT MUST BE ACTUALLY RECEIVED BY THE MONITOR, FTI CONSULTING CANADA INC., IS 5:00 P.M., TORONTO TIME, ON JULY [18], 2010. IF THIS MASTER BALLOT IS NOT ACTUALLY RECEIVED ON OR BEFORE THE VOTING DEADLINE, THE VOTING INSTRUCTIONS REPRESENTED BY THIS MASTER BALLOT MAY NOT BE COUNTED.**

**THIS MASTER BALLOT MAY BE FORWARDED TO THE MONITOR IN ANY OF THE FOLLOWING WAYS:**

**BY COURIER, FAX OR EMAIL TO FTI CONSULTING CANADA INC., COURT APPOINTED MONITOR OF THE CANWEST ENTITIES, TD WATERHOUSE TOWER, 79 WELLINGTON STREET WEST, SUITE 2010, P.O. BOX 104, TORONTO, ONTARIO M5K 1G8, FAX: (416) 643-8101 (ATTENTION: MR. JONATHAN KAY)  
OR EMAIL: JONATHAN.KAY@FTICONSULTING.COM.**

This Master Ballot is to be used by you, as a broker, bank or other nominee (or as their proxy holder or agent) (each of the foregoing, a “Nominee”), for beneficial owners of 8% senior subordinated notes due 2012 issued by Canwest Media Inc (“8% Notes”), to transmit the instructions of such beneficial owners in respect of their 8% Notes to vote for or against the resolution approving a consolidated plan of compromise and arrangement concerning, affecting and involving the entities listed on the cover page of this Master Ballot pursuant to the *Companies’ Creditors Arrangement Act* (Canada), R.S.C. 1985, c. C-36, as amended (the “Plan”) and with respect to any amendments or variations to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Noteholder Meeting (or any adjournment or postponement thereof). Capitalized terms used and not otherwise defined in this Master Ballot shall have the respective meanings given to them in the management proxy circular dated June [25], 2010 prepared in connection with the Plan (the “Circular”). The Plan is attached as Appendix B to the Circular. If you do not have a copy of the Circular, you may obtain a copy from the Monitor’s website at <http://cfcanada.fticonsulting.com/cmi>. Before you transmit such voting instructions on this Master Ballot, please review the Plan and the Circular carefully, including the voting procedures explained in the Circular.

**PLEASE READ AND FOLLOW THE ATTACHED INSTRUCTIONS CAREFULLY. COMPLETE, SIGN, AND DATE THIS MASTER BALLOT, AND RETURN IT SO THAT IT IS ACTUALLY RECEIVED BY THE MONITOR, FTI CONSULTING CANADA INC., ON OR BEFORE THE VOTING DEADLINE OF 5:00 P.M., TORONTO TIME, ON JULY [18], 2010. IF THIS MASTER BALLOT IS NOT COMPLETED, SIGNED, AND ACTUALLY RECEIVED BY COURIER, FAX OR EMAIL DELIVERY BY THE MONITOR PRIOR TO THE EXPIRATION OF THE VOTING DEADLINE, THEN THE VOTING INSTRUCTIONS TRANSMITTED BY THIS MASTER BALLOT MAY NOT BE COUNTED.**

**Item 1. Certification of Authority to Vote.** The undersigned certifies that as of June 22, 2010, the Noteholder Voting Record Date, the undersigned (please check the applicable box):

- Is a Nominee for the beneficial owners of the aggregate principal amount of 8% Notes listed in Item 2 below, and is the registered holder of such securities, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a Nominee that is the registered holder of the aggregate principal amount of 8% Notes listed in Item 2 below,

and, accordingly, has full power and authority to vote for or against the Resolution on behalf of the beneficial owners of the 8% Notes described in Item 2 below.

**Item 2. Transmittal of Voting Instructions.** The undersigned transmits the following voting instructions of beneficial owners in respect of their 8% Notes, and certifies that the following beneficial owners, as identified by their respective customer account numbers set forth below, are Beneficial Noteholders with respect to such securities as of June 22, 2010, the Noteholder Voting Record Date, and have delivered to the undersigned, as Nominee, completed Beneficial Owner Ballots or Voting Instruction Forms, as applicable, making such voting instructions.

Each Beneficial Noteholder must deliver instructions to vote all of his, her or its 8% Notes either for or against the Resolution, and may not split such voting instructions. Indicate in the appropriate column the aggregate principal amount of 8% Notes voted for each account, or attach such information to this Master Ballot in the form of the following table.

Customer Account Number of Each Beneficial Noteholder	Principal Amount of 8% Notes Voted FOR the Resolution		Principal Amount of 8% Notes Voted AGAINST the Resolution
1.	\$	OR	\$
2.	\$	OR	\$
3.	\$	OR	\$
4.	\$	OR	\$
5.	\$	OR	\$
6.	\$	OR	\$
7.	\$	OR	\$
8.	\$	OR	\$
9.	\$	OR	\$
10.	\$	OR	\$
<b>TOTAL</b>	\$		\$

**Item 3. Certification as to Transcription of Information from Beneficial Owner Ballots and Voting Instruction Forms.** The undersigned certifies that the undersigned has transcribed in the following table the information, if any, provided by Beneficial Noteholders in the Beneficial Owner Ballots or Voting Instruction Forms identifying any other 8% Notes for which such Beneficial Noteholders have submitted other Beneficial Owner Ballots or Voting Instruction Forms:

<b>TRANSCRIBE FROM ITEM 3 OF THE BENEFICIAL OWNER BALLOT</b>			
<b>Customer account number for each beneficial owner who completed the Beneficial Owner Ballot or Voting Instruction Form</b>	<b>Account Number (Transcribe from Beneficial Owner Ballot or Voting Instruction Form)</b>	<b>Name of Holder (Transcribe from Beneficial Owner Ballot or Voting Instruction Form)</b>	<b>Principal Amount of Other 8% Notes Voted (Transcribe from Beneficial Owner Ballot or Voting Instruction Form)</b>
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$

**Item 4. Proxy in Respect of Amendments or Variations.**

<input type="checkbox"/> <b>YES</b>	<b>THE UNDERSIGNED NOMINEE</b> , on the instructions of the Beneficial Noteholders listed in item 2 above, except in respect of those Beneficial Noteholders listed in the table below that have declined to nominate, constitute and appoint Robert J. Chadwick of Goodmans LLP, counsel for the Ad Hoc Committee, or such other representative of Goodmans LLP as Goodmans LLP may designate (such person, the “ <b>Appointee</b> ”), hereby nominates, constitutes and appoints the Appointee, with full power of substitution, to vote at such Appointee’s discretion and otherwise act for and on behalf of such Beneficial Noteholders with respect to any amendments or variations to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Noteholder Meeting (or any adjournment or postponement thereof).
<input type="checkbox"/> <b>NO</b>	

If applicable, complete the following table indicating which Beneficial Noteholders, if any, have declined to nominate, constitute and appoint the Appointee for the purpose described in Item 4 of their Beneficial Owner Ballots, including by failing to check either the “YES” box or the “NO” box in such Item 4, if applicable:

Customer Account Number of Each Beneficial Noteholder	Principal Amount of 8% Notes of Beneficial Noteholders that have declined to nominate, constitute and appoint the Appointee for the purpose described in Item 4
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
<b>TOTAL</b>	<b>\$</b>

**Item 5. Certification.** By signing this Master Ballot, the undersigned certifies that each Beneficial Noteholder listed in Item 2 above has been provided with a copy of the Circular and the Plan and acknowledges that the solicitation of votes and voting instructions is subject to all of the terms and conditions set forth in the Circular.

*Please Print or Type:*

Name of Nominee:

\_\_\_\_\_

Name of Proxy Holder or Agent for Nominee (if applicable):

\_\_\_\_\_

Participant No.:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name of Signatory:

\_\_\_\_\_

Title:

\_\_\_\_\_

Street Address:

\_\_\_\_\_

City:

\_\_\_\_\_

Province/State:

\_\_\_\_\_

Postal Code/Zip Code:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Date Completed:

\_\_\_\_\_



**INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT**

**THIS MASTER BALLOT MUST BE RETURNED TO THE MONITOR IN ADEQUATE TIME TO BE ACTUALLY RECEIVED BY THE MONITOR, FTI CONSULTING CANADA INC., ON OR BEFORE THE VOTING DEADLINE OF 5:00 P.M., TORONTO TIME, ON JULY [18], 2010. IF THIS MASTER BALLOT IS NOT COMPLETED, SIGNED, AND ACTUALLY RECEIVED BY THE MONITOR PRIOR TO THE EXPIRATION OF THE VOTING DEADLINE, THEN THE VOTING INSTRUCTIONS TRANSMITTED BY THIS MASTER BALLOT MAY NOT BE COUNTED.**

**THIS MASTER BALLOT MAY BE FORWARDED TO THE MONITOR IN ANY OF THE FOLLOWING WAYS:**

**BY COURIER, FAX OR EMAIL TO FTI CONSULTING CANADA INC., COURT APPOINTED MONITOR OF THE CANWEST ENTITIES, TD WATERHOUSE TOWER, 79 WELLINGTON STREET WEST, SUITE 2010, P.O. BOX 104, TORONTO, ONTARIO M5K 1G8, FAX: (416) 643-8101 (ATTENTION: MR. JONATHAN KAY)  
OR EMAIL: JONATHAN.KAY@FTICONSULTING.COM.**

**IF YOU HAVE ANY QUESTIONS CONCERNING THE PROCEDURES FOR VOTING ON THE RESOLUTION, PLEASE CONTACT THE MONITOR AT: (888) 318-4018 (ATTENTION: MR. JONATHAN KAY) OR EMAIL AT: JONATHAN.KAY@FTICONSULTING.COM, OR CONTACT THE NOTEHOLDER COORDINATION AGENT, LAUREL HILL ADVISORY GROUP, AT FACSIMILE: (416) 637-4662 (ATTENTION: MS. CHRISTINE CARSON) OR TELEPHONE: (877) 304-0211 (NORTH AMERICAN TOLL-FREE) OR (416) 304-0211 (COLLECT).**

**VOTING DEADLINE:**

The Voting Deadline is **5:00 P.M., TORONTO TIME, ON JULY [18], 2010.** To have the voting instructions of your customers count, you must complete, sign, and return this Master Ballot by courier, fax or email so that it is **ACTUALLY RECEIVED** on or before the voting deadline by FTI Consulting Canada Inc., at:

FTI Consulting Canada Inc.  
Court-Appointed Monitor of the Canwest Entities  
TD Waterhouse Tower  
79 Wellington Street West  
Suite 2010, P.O. Box 104  
Toronto, Ontario M5K 1G8

Attention: Mr. Jonathan Kay  
Telephone: (888) 318-4018  
Fax: (416) 643-8101  
Email: jonathan.kay@fticonsulting.com

If you send this Master Ballot by email, promptly send your original Master Ballot to FTI Consulting Canada Inc. at the address listed above.

**HOW TO VOTE:****If you are transmitting instructions to vote for any Beneficial Noteholders other than yourself:**

Only Persons that are Beneficial Noteholders as at the Noteholder Voting Record Date are entitled to provide instructions on voting for or against the Resolution.

For any Beneficial Owner Ballots or Voting Instruction Forms, complete Item 1.

Deliver the Beneficial Owner Ballot or Voting Instruction Form, as applicable, to the Beneficial Noteholder, along with the Circular and other materials requested to be forwarded, and take the necessary actions to enable such Beneficial Noteholder to (a) complete and execute such Beneficial Owner Ballot or Voting Instruction Form, as applicable, to deliver its instructions with respect to voting for or against the Resolution and nominating, constituting and appointing the Appointee, and (b) return the completed and executed Beneficial Owner Ballot or Voting Instruction Form, as applicable, to you in sufficient time to enable you to complete this Master Ballot and deliver it to the Monitor before the voting deadline.

With respect to all Beneficial Owner Ballots or Voting Instruction Forms returned to you, you must properly complete this Master Ballot, as follows:

1. Check the appropriate box in Item 1 on this Master Ballot.
2. Specify the instructions to vote **FOR** or **AGAINST** the Resolution in Item 2 of this Master Ballot, as transmitted to you by the Beneficial Noteholders. To identify such Beneficial Noteholders without disclosing their names, please use the customer account number assigned by you to each such Beneficial Noteholder, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each Beneficial Noteholder and the assigned number). **IMPORTANT: BENEFICIAL NOTEHOLDERS MAY NOT SPLIT THEIR VOTING INSTRUCTIONS. IF ANY BENEFICIAL NOTEHOLDER HAS ATTEMPTED TO SPLIT SUCH INSTRUCTION, PLEASE CONTACT THE MONITOR IMMEDIATELY.** Any Beneficial Owner Ballot, Voting Instruction Form or Master Ballot that is validly executed but which does not contain an instruction to vote for or against the Resolution, or which impermissibly attempts to split an instruction to vote, will not be counted.
3. Please note that Item 3 of this Master Ballot requests that you transcribe the information provided by each Beneficial Noteholder from a Beneficial Owner Ballot or Voting Instruction Form relating to other 8% Notes voted.
4. To complete Item 4, complete both tables in Item 4, including the table indicating which Beneficial Noteholders, if any, have declined to nominate, constitute and appoint the Appointee in Item 4 of the Beneficial Owner Ballot. If the "NO" box has been checked by a Beneficial Noteholder in Item 4 of its Beneficial Owner Ballot, or if neither the "YES" box nor the "NO" box in such Item 4 has been checked, then neither the Beneficial Noteholder nor its Nominee and such Nominee's agents will be able to nominate, constitute or appoint any person for the purpose described in such Item 4, unless such Beneficial Noteholder has made alternate arrangements with its Nominee to enable the Beneficial Noteholder to vote in person by valid proxy at the Noteholder Meeting for such purpose.
5. Review the certification in Item 5 of this Master Ballot.
6. Sign and date this Master Ballot, and provide the remaining information requested in Item 5.

7. If additional space is required to respond to any item on this Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable Item of this Master Ballot to which you are responding.
8. Multiple Master Ballots may be completed and delivered to the Monitor. Voting instructions transmitted by multiple Master Ballots will be counted except to the extent that the voting instructions thereon are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the latest Master Ballots actually received prior to the voting deadline will, to the extent of such inconsistency, supersede and revoke any prior Master Ballot. If more than one Master Ballot is submitted and the later Master Ballot supplements rather than supersedes the earlier Master Ballot(s), please mark the subsequent Master Ballot with the words "Additional Vote" or such other language as you customarily use to indicate an additional instruction to vote that is not meant to revoke an earlier instruction to vote.
9. Deliver the completed and executed Master Ballot so that it is actually received by the Monitor on or before the voting deadline. For each completed and executed Beneficial Owner Ballot or Voting Instruction Form returned to you by a Beneficial Noteholder, either forward such Beneficial Owner Ballot or Voting Instruction Form (along with this Master Ballot) to the Monitor or retain such Beneficial Owner Ballot or Voting Instruction Form in your files for at least one year from the voting deadline.

**PLEASE NOTE:**

No Beneficial Owner Ballot, Voting Instruction Form or Master Ballot shall constitute or be deemed to constitute a proof of Claim, an assertion of a Claim or an admission by the Canwest Entities of the nature, validity or amount of any Claim.

**NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF ANY CANWEST ENTITY OR FTI CONSULTING CANADA INC., OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN OR CIRCULAR, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS.**

**SCHEDULE A**

CANWEST GLOBAL COMMUNICATIONS CORP.  
CANWEST MEDIA INC.  
MBS PRODUCTIONS INC.  
YELLOW CARD PRODUCTIONS INC.  
CANWEST GLOBAL BROADCASTING INC./RADIODIFFUSION CANWEST GLOBAL INC.  
CANWEST TELEVISION GP INC.  
FOX SPORTS WORLD CANADA HOLDCO INC.  
GLOBAL CENTRE INC.  
MULTISOUND PUBLISHERS LTD.  
CANWEST INTERNATIONAL COMMUNICATIONS INC.  
CANWEST IRISH HOLDINGS (BARBADOS) INC.  
WESTERN COMMUNICATIONS INC.  
CANWEST FINANCE INC./FINANCIÈRE CANWEST INC.  
NATIONAL POST HOLDINGS LTD.  
CANWEST INTERNATIONAL MANAGEMENT INC.  
CANWEST INTERNATIONAL DISTRIBUTION LIMITED  
CANWEST MEDIAWORKS TURKISH HOLDINGS (NETHERLANDS) B.V.  
CGS INTERNATIONAL HOLDINGS (NETHERLANDS) B.V.  
CGS DEBENTURE HOLDING (NETHERLANDS) B.V.  
CGS SHAREHOLDING (NETHERLANDS) B.V.  
CGS NZ RADIO SHAREHOLDING (NETHERLANDS) B.V.  
4501063 CANADA INC.  
4501071 CANADA INC.  
30109, LLC  
CANWEST MEDIAWORKS (US) HOLDINGS CORP.

**SCHEDULE F**  
**(attached)**



**BENEFICIAL OWNER BALLOT**

NO PERSON HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BENEFICIAL OWNER BALLOT, AND IF PROVIDED OR MADE, SUCH INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON

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

**AND IN THE MATTER OF THE CONSOLIDATED PLAN OF COMPROMISE AND ARRANGEMENT OF CANWEST GLOBAL COMMUNICATIONS CORP. AND THE OTHER ENTITIES LISTED ON SCHEDULE A HERETO**

**BENEFICIAL OWNER BALLOT FOR PROVIDING INSTRUCTIONS ON VOTING FOR OR AGAINST THE RESOLUTION APPROVING A CONSOLIDATED PLAN OF COMPROMISE AND ARRANGEMENT**

**pursuant to the *Companies' Creditors Arrangement Act (Canada)* concerning, affecting and involving**

**CANWEST GLOBAL COMMUNICATIONS CORP., CANWEST MEDIA INC., CANWEST TELEVISION GP INC., CANWEST TELEVISION LIMITED PARTNERSHIP, CANWEST GLOBAL BROADCASTING INC./RADIODIFFUSION CANWEST GLOBAL INC., FOX SPORTS WORLD CANADA HOLDCO INC., FOX SPORTS WORLD CANADA PARTNERSHIP, NATIONAL POST HOLDINGS LTD., THE NATIONAL POST COMPANY/LA PUBLICATION NATIONAL POST, MBS PRODUCTIONS INC., YELLOW CARD PRODUCTIONS INC., GLOBAL CENTRE INC. AND 4501063 CANADA INC.**

**BENEFICIAL OWNER BALLOT FOR PROVIDING INSTRUCTIONS TO VOTE 8% SENIOR SUBORDINATED NOTES DUE 2012 ISSUED BY CANWEST MEDIA INC. pursuant to an indenture dated as of November 18, 2004, as amended.**

**(CUSIP Number 138906300)**

**THIS BENEFICIAL OWNER BALLOT IS SOLICITED ON BEHALF OF THE MANAGEMENT OF THE CANWEST ENTITIES**

**THE VOTING DEADLINE BY WHICH THE MASTER BALLOT REFLECTING YOUR VOTING INSTRUCTIONS MUST BE ACTUALLY RECEIVED BY THE MONITOR, FTI CONSULTING CANADA INC., IS 5:00 P.M., TORONTO TIME, ON JULY [18], 2010. YOUR VOTING INSTRUCTIONS MAY NOT BE COUNTED IF YOU DO NOT COMPLETE AND TRANSMIT THIS BENEFICIAL OWNER BALLOT TO YOUR NOMINEE IN ENOUGH TIME TO PERMIT YOUR NOMINEE TO DELIVER A MASTER BALLOT TO THE MONITOR PRIOR TO 5:00 P.M., TORONTO TIME, ON JULY [18], 2010.**

If you are a beneficial owner of any of the 8% senior subordinated notes due 2012 issued by Canwest Media Inc. ("8% Notes"), unless you have made alternate arrangements with your bank, broker or other intermediary that holds 8% Notes on your behalf (a "Nominee") to enable you to vote in person by valid

proxy at the Noteholder Meeting, you should use this Beneficial Owner Ballot to indicate your instructions with respect to voting for or against the resolution approving a consolidated plan of compromise and arrangement concerning, affecting and involving the entities listed on the cover page of this Beneficial Owner Ballot pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "Plan") in connection with the Noteholder Meeting and with respect to any amendments or variations to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Noteholder Meeting (or any adjournment or postponement thereof). Capitalized terms used and not otherwise defined in this Beneficial Owner Ballot shall have the respective meanings given to them in the management proxy circular dated June [25], 2010 prepared in connection with the Plan (the "Circular").

The Plan is attached as Appendix B to the Circular. If you do not have a copy of the Circular, you may obtain a copy from the Monitor's website at <http://cfcanada.fticonsulting.com/cmi>. Please review the Plan and the Circular carefully, including the voting procedures explained in the Circular.

If you specify an instruction with respect to voting on the Resolution on this Beneficial Owner Ballot, then, subject to this Beneficial Owner Ballot being returned to your Nominee in accordance with the instructions set out herein, the specification so made will be included on a Master Ballot. **In the absence of such specification, this Beneficial Owner Ballot will NOT be reflected on the Master Ballot for the purposes of voting on the Resolution.**

This Beneficial Owner Ballot also confers discretionary authority on the individuals designated in it with respect to any amendments or variations to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Noteholder Meeting (or any adjournment or postponement thereof). As of the date hereof, the Canwest Entities know of no such amendment, variation or other matters to come before the Noteholder Meeting.

The members of the Ad Hoc Committee have agreed to vote in favour of and to support the Recapitalization Transaction and the Plan, in accordance with the terms of the AHC Support Agreement and the Shaw Support Agreement. The Chief Restructuring Advisor **RECOMMENDS** that Affected Creditors vote **FOR** the Resolution. The Board of Directors agrees with the Chief Restructuring Advisor and, after careful consideration of all relevant matters, the Board of Directors **UNANIMOUSLY RECOMMENDS** that Affected Creditors vote **FOR** the Resolution.

<p><b>HOW TO PROVIDE VOTING INSTRUCTIONS</b></p> <ol style="list-style-type: none"> <li>1. COMPLETE ITEM 1 (if not already filled out by your Nominee), ITEM 2, ITEM 3 (if applicable) AND ITEM 4.</li> <li>2. REVIEW THE CERTIFICATIONS CONTAINED IN ITEM 5.</li> <li>3. <b>SIGN THIS BENEFICIAL OWNER BALLOT</b></li> <li>4. DELIVER THIS BENEFICIAL OWNER BALLOT TO YOUR NOMINEE AND ENSURE ADEQUATE TIME FOR YOUR NOMINEE TO COMPLETE ITS MASTER BALLOT AND RETURN IT TO THE MONITOR PRIOR TO <b><u>5:00 P.M., TORONTO TIME, ON JULY [18], 2010.</u></b></li> <li>5. YOU MUST INSTRUCT YOUR NOMINEE TO VOTE <b><u>ALL YOUR 8% NOTES EITHER FOR OR AGAINST THE RESOLUTION. YOU MAY NOT SPLIT YOUR INSTRUCTION TO VOTE.</u></b></li> </ol>
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An authorized signatory of an eligible beneficial owner of 8% Notes may execute this Beneficial Owner Ballot but must provide the name and address of the beneficial owner on this Beneficial Owner Ballot and may be required to submit evidence to the Monitor demonstrating such signatory's authorization to provide voting instructions on behalf of the beneficial owner. Authorized signatories providing voting instructions on

behalf of more than one beneficial owner must complete a separate Beneficial Owner Ballot for each beneficial owner.

You may receive multiple mailings containing Beneficial Owner Ballots, especially if you beneficially own your 8% Notes through more than one Nominee. You should complete each Beneficial Owner Ballot that you receive for all of the 8% Notes that you beneficially own through each Nominee. You must provide all of the information requested by this Beneficial Owner Ballot. Failure to do so may result in the disqualification of your instruction to vote.

**Item 1. Principal Amount of 8% Notes To Be Voted.** The undersigned certifies that, as of June 22, 2010, the Noteholder Voting Record Date, the undersigned was either the beneficial owner, or the agent or representative of a beneficial owner, of 8% Notes in the following aggregate unpaid principal amount (*insert amount in the box below*) and such 8% Notes were held in the following account number. If your 8% Notes are held by a Nominee on your behalf and the amount has not been completed by your Nominee and you do not know the amount, please contact your Nominee immediately.

Account Number	Name of Holder*	Principal Amount 8% Notes To Be Voted
		\$

**Item 2. Instruction to Vote.** The beneficial owner of the 8% Notes identified in Item 1 instructs its Nominee to vote its 8% Notes as follows (*check one box only - if you do not check a box your instruction to vote will not be reflected on the Master Ballot*):

- FOR** the Resolution
- AGAINST** the Resolution

**Item 3. Identify All Other 8% Notes To Be Voted.** By returning this Beneficial Owner Ballot, the beneficial owner of the 8% Notes identified in Item 1 certifies that (a) this Beneficial Owner Ballot is the only Beneficial Owner Ballot submitted for the 8% Notes owned by such beneficial owner, except for the 8% Notes identified in the following table, and (b) all Beneficial Owner Ballots for 8% Notes submitted by the beneficial owner indicate the same instruction to vote for or against the Resolution that the beneficial owner has indicated in Item 2 of this Beneficial Owner Ballot (*please use additional sheets of paper if necessary*):

**ONLY COMPLETE ITEM 3 IF YOU HAVE SUBMITTED OTHER BENEFICIAL OWNER BALLOTS**

Account Number	Name of Holder*	Principal Amount of Other 8% Notes To Be Voted
		\$
		\$
		\$

\*Insert the name of your Nominee if your 8% Notes are held in street name.



**Item 4. Proxy in Respect of Amendments or Variations.**

<input type="checkbox"/> <b>YES</b>	<p><b>THE UNDERSIGNED</b> hereby instructs its Nominee or such Nominee’s agent to nominate, constitute and appoint Robert J. Chadwick of Goodmans LLP, counsel for the Ad Hoc Committee, or such other representative of Goodmans LLP as Goodmans LLP may designate (such person, the “<b>Appointee</b>”), with full power of substitution, to vote at the Appointee’s discretion and otherwise act for and on behalf of such beneficial owner with respect to any amendments or variations to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Noteholder Meeting (or any adjournment or postponement thereof). The undersigned understands and acknowledges that, if the “NO” box is checked by the undersigned, or if neither the “YES” box nor the “NO” box is checked by the undersigned, neither the undersigned nor its Nominee and such Nominee’s agents will be able to nominate, constitute or appoint any person for the foregoing purpose, unless the undersigned has made alternate arrangements with its Nominee to enable the undersigned to vote in person by valid proxy at the Noteholder Meeting for such purpose.</p>
<input type="checkbox"/> <b>NO</b>	

**Item 5. Certification.** By signing and returning this Beneficial Owner Ballot, the undersigned certifies that:

- (a) the information in Item 1 is true and correct;
- (b) no other Beneficial Owner Ballots cast with respect to the amount of the principal amount of 8% Notes identified in Item 1 have been cast with respect to such amount, or that any such previously cast Beneficial Owner Ballots are hereby revoked;
- (c) a copy of the Circular and the Plan has been provided to and reviewed by the undersigned; and
- (d) as the beneficial holder or authorized signatory of the amount of 8% Notes set forth in Item 1, the undersigned has full power and authority to provide instructions with respect to voting such 8% Notes on the Resolution.

The undersigned also acknowledges that this solicitation is subject to all the terms and conditions set forth in the Circular and the Plan.

**Please Print or Type:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_  
*(if other than beneficial owner of 8% Notes)*

Title: \_\_\_\_\_  
*(if applicable)*

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_

Zip Code/Postal Code: \_\_\_\_\_

Telephone Number: (     ) \_\_\_\_\_

Date Completed: \_\_\_\_\_

By returning this Beneficial Owner Ballot, the beneficial owner of the 8% Notes identified in Item 1 also authorizes and instructs its Nominee (a) to furnish the voting information and the amount of 8% Notes that the Nominee holds on its behalf in a Master Ballot to be transmitted to the Monitor, and (b) to retain this Beneficial Owner Ballot and related information in its records for at least one year after the Meeting of the Noteholders Class.

This Beneficial Owner Ballot shall not constitute or be deemed a proof of Claim or Equity Interest, an assertion of a Claim, or an admission by the Canwest Entities of the nature, validity or amount of any Claim.

**VOTING INSTRUCTION INFORMATION**

**UNLESS YOU HAVE MADE ALTERNATE ARRANGEMENTS WITH YOUR NOMINEE TO ENABLE YOU TO VOTE IN PERSON BY VALID PROXY AT THE NOTEHOLDER MEETING, THIS BENEFICIAL OWNER BALLOT MUST BE FORWARDED TO YOUR NOMINEE IN ADEQUATE TIME SO THAT YOUR NOMINEE MAY FILL OUT A MASTER BALLOT AND RETURN IT TO FTI CONSULTING CANADA INC. (THE MONITOR) ON OR BEFORE THE VOTING DEADLINE OF 5:00 P.M., TORONTO TIME, ON JULY 18, 2010.**

**IF THIS BENEFICIAL OWNER BALLOT IS NOT COMPLETED, SIGNED, AND ACTUALLY RECEIVED IN ADEQUATE TIME, THEN THE VOTES TRANSMITTED BY THE MASTER BALLOT MAY NOT BE COUNTED.**

**IF YOU HAVE ANY QUESTIONS CONCERNING THE PROCEDURES FOR VOTING ON THE RESOLUTION, PLEASE CONTACT THE MONITOR AT: (888) 318-4018 (ATTENTION: MR. JONATHAN KAY) OR EMAIL AT: JONATHAN.KAY@FTiconsulting.com, OR CONTACT THE NOTEHOLDER COORDINATION AGENT, LAUREL HILL ADVISORY GROUP, AT FACSIMILE: (416) 637-4662 (ATTENTION: MS. CHRISTINE CARSON) OR TELEPHONE: (877) 304-0211 (NORTH AMERICAN TOLL-FREE) OR (416) 304-0211 (COLLECT).**

**Please Take Notice That:**

1. Only Persons that are Beneficial Noteholders as at the Noteholder Voting Record Date are entitled to provide instructions on voting for or against the Resolution.
2. Unless you have made alternate arrangements with your Nominee to enable you to vote in person by valid proxy at the Noteholder Meeting, your instructions with respect to voting for or against the Resolution and nominating, constituting and appointing the Appointee must be made by completing this Beneficial Owner Ballot. If you wish to attend the Noteholder Meeting in person and vote on the Resolution by valid proxy, do NOT complete this Beneficial Owner Ballot but contact your Nominee immediately to make alternate arrangements. In such case, you should also advise the Monitor as soon as possible in advance of the Noteholder Meeting.
3. Except to the extent determined by the Monitor in its reasonable discretion or as otherwise permitted by the Court, the Monitor will not accept or count any Master Ballots received after the voting deadline as set out in the Circular.
4. The Monitor and/or its agents shall have reasonable discretion to determine if a Master Ballot properly complies with the requisite procedures and instructions.
5. Any entity entitled to deliver instructions to vote for or against the Resolution and to nominate, constitute and appoint the Appointee may change its instructions before the voting deadline set out in the Circular by completing and casting a superseding Beneficial Owner Ballot for inclusion on a Master Ballot provided that such instructions are received for inclusion on the Master Ballot prior to a Master Ballot being received before the voting deadline as set out in the Circular.

**YOU SHOULD REVIEW THE CIRCULAR AND PLAN CAREFULLY BEFORE YOU PROVIDE VOTING INSTRUCTIONS WITH RESPECT TO THE RESOLUTION. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND TREATMENT OF THE NOTEHOLDERS UNDER THE PLAN.**

**SCHEDULE A**

CANWEST GLOBAL COMMUNICATIONS CORP.  
CANWEST MEDIA INC.  
MBS PRODUCTIONS INC.  
YELLOW CARD PRODUCTIONS INC.  
CANWEST GLOBAL BROADCASTING INC./RADIODIFFUSION CANWEST GLOBAL INC.  
CANWEST TELEVISION GP INC.  
FOX SPORTS WORLD CANADA HOLDCO INC.  
GLOBAL CENTRE INC.  
MULTISOUND PUBLISHERS LTD.  
CANWEST INTERNATIONAL COMMUNICATIONS INC.  
CANWEST IRISH HOLDINGS (BARBADOS) INC.  
WESTERN COMMUNICATIONS INC.  
CANWEST FINANCE INC./FINANCIÈRE CANWEST INC.  
NATIONAL POST HOLDINGS LTD.  
CANWEST INTERNATIONAL MANAGEMENT INC.  
CANWEST INTERNATIONAL DISTRIBUTION LIMITED  
CANWEST MEDIAWORKS TURKISH HOLDINGS (NETHERLANDS) B.V.  
CGS INTERNATIONAL HOLDINGS (NETHERLANDS) B.V.  
CGS DEBENTURE HOLDING (NETHERLANDS) B.V.  
CGS SHAREHOLDING (NETHERLANDS) B.V.  
CGS NZ RADIO SHAREHOLDING (NETHERLANDS) B.V.  
4501063 CANADA INC.  
4501071 CANADA INC.  
30109, LLC  
CANWEST MEDIAWORKS (US) HOLDINGS CORP.

**SCHEDULE G**

**(attached)**

**VOTING INSTRUCTION FORM  
FOR VOTING AT THE MEETING OF HOLDERS OF 8% SENIOR SUBORDINATED  
NOTES DUE 2012 ISSUED BY CANWEST MEDIA INC. (the "Noteholder  
Meeting")**

BROKER LOGO HERE

Voting Instruction Deadline: July 17, 2010 at 5:00 p.m. (Toronto Time)

- Control No: 999999999999 CUID: 01234
- Account No: 0123456789 CUSIP:138906300

<b>Vote By Internet:</b> Go to <a href="http://www.proxyvote.com">www.proxyvote.com</a> <small>Your 12-digit control number is located above</small>
<b>Vote By Mail:</b> This voting instruction form may be returned by mail in the envelope provided.

Mr. John Sample  
123 Anywhere Street  
Any City, On A1A 1A1



1234567890123456789012345678  
Control No. 999999999999 999999999999

**THIS VOTING INSTRUCTION FORM IS SOLICITED ON BEHALF OF  
THE MANAGEMENT OF THE CANWEST ENTITIES  
(Fill in only one box in black or Blue Ink)**

- |    |  |                          |                          |
|----|--|--------------------------|--------------------------|
| 01 | Instruction to vote <b>FOR</b> or <b>AGAINST</b> the resolution (the "Resolution") approving a consolidated plan of compromise and arrangement concerning, affecting and involving the Canwest Entities pursuant to the <i>Companies' Creditors Arrangement Act</i> (Canada) (the "Plan") in connection with the Noteholder Meeting.   | FOR                      | AGAINST                  |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 02 | <b>THE UNDERSIGNED BENEFICIAL NOTEHOLDER</b> hereby instructs its intermediary or participant (its "Nominee") or the Nominee's agent to nominate, constitute and appoint Robert J. Chadwick of Goodmans LLP, counsel for the Ad Hoc Committee, or such other representative of Goodmans LLP as Goodmans LLP may designate (such person, the "Appointee"), with full power of substitution, to vote at the Appointee's discretion and otherwise act for and on behalf of such beneficial owner with respect to the matters identified in the Notice of Meetings accompanying the Circular and any other matters that may properly come before the Noteholder Meeting (or any adjournment or postponement thereof). The undersigned understands and acknowledges that, if the "NO" box is checked by the undersigned, or if neither the "YES" box nor the "NO" box is checked by the undersigned, neither the undersigned nor its Nominee and such Nominee's agents will be able to nominate, constitute or appoint any person for the foregoing purpose, unless the undersigned has made alternate arrangements with its Nominee to enable the undersigned to vote in person by valid proxy at the Noteholder Meeting for such purpose. | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |

Capitalized terms used and not otherwise defined in this Voting Instruction Form have the respective meanings given to them in the management proxy circular dated June 25, 2010 (the "Circular") prepared in connection with the Plan concerning, affecting and involving Canwest Global Communications Corp. and the other entities specified in the Circular.

Unless you have made alternate arrangements with your Nominee to enable you to vote in person by valid proxy at the Noteholder Meeting, your instructions with respect to voting for or against the Resolution and nominating, constituting and appointing the Appointee must be made by completing this Voting Instruction Form. If you wish to attend the Noteholder Meeting in person and vote on the Resolution by valid proxy, do NOT complete this Voting Instruction Form but contact your Nominee immediately to make alternate arrangements. In such case, you should also advise the Monitor as soon as possible in advance of the Noteholder Meeting.

The members of the Ad Hoc Committee have agreed to vote in favour of and to support the Recapitalization Transaction and the Plan, in accordance with the terms of the AHC Support Agreement and the Shaw Support Agreement. The Chief Restructuring Advisor **RECOMMENDS** that Affected Creditors vote **FOR** the Resolution. The Board of Directors agrees with the Chief Restructuring Advisor, and, after careful consideration of all relevant matters, the Board of Directors **UNANIMOUSLY RECOMMENDS** that Affected Creditors vote **FOR** the Resolution.

This Voting Instruction Form should be read in conjunction with the Circular.

I/We hereby authorize you to act in accordance with my/our voting instructions set out above.

This Voting Instruction Form hereby revokes all other Voting Instruction Forms previously submitted in connection with the instructions to vote on the Resolution.

Signature	Date
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**VOTING INSTRUCTIONS TO OUR CLIENTS:**

WE HAVE BEEN REQUESTED TO FORWARD TO YOU THE ENCLOSED PROXY MATERIAL RELATIVE TO SECURITIES HELD BY US IN YOUR ACCOUNT BUT NOT REGISTERED IN YOUR NAME. ONLY WE AS THE HOLDER OF RECORD CAN VOTE SUCH SECURITIES. WE SHALL BE PLEASED TO VOTE YOUR SECURITIES IN ACCORDANCE WITH YOUR WISHES, IF YOU WILL EXECUTE THE FORM AND RETURN IT TO US PROMPTLY IN THE ENCLOSED BUSINESS REPLY ENVELOPE. IT IS UNDERSTOOD THAT IF YOU SIGN WITHOUT OTHERWISE MARKING THE FORM YOUR SECURITIES WILL BE VOTED AS RECOMMENDED BY THE BOARD OF DIRECTORS ON ALL MATTERS TO BE CONSIDERED AT THE MEETING. FOR THIS MEETING, THE EXTENT OF OUR AUTHORITY TO VOTE YOUR SECURITIES IN THE ABSENCE OF YOUR INSTRUCTIONS CAN BE DETERMINED BY REFERRING TO THE APPLICABLE VOTING INSTRUCTION NUMBER INDICATED ON THE FACE OF YOUR FORM.

FOR MARGIN ACCOUNTS, IN THE EVENT YOUR SECURITIES HAVE BEEN LOANED OVER RECORD DATE, THE NUMBER OF SECURITIES WE VOTE ON YOUR BEHALF HAS BEEN OR CAN BE ADJUSTED DOWNWARD.

IF YOUR SECURITIES ARE HELD BY A BROKER WHO IS A MEMBER OF THE NEW YORK STOCK EXCHANGE (NYSE), THE RULES OF THE NYSE WILL GUIDE THE VOTING PROCEDURES. THESE RULES PROVIDE THAT IF INSTRUCTIONS ARE NOT RECEIVED FROM YOU PRIOR TO THE ISSUANCE OF THE FIRST VOTE, THE PROXY MAY BE GIVEN AT DISCRETION OF YOUR BROKER (ON THE TENTH DAY, IF THE MATERIAL WAS MAILED AT LEAST 15 DAYS PRIOR TO THE MEETING DATE; ON THE FIFTEENTH DAY IF THE PROXY MATERIAL WAS MAILED 25 DAYS OR MORE PRIOR TO THE MEETING DATE). IN ORDER FOR YOUR BROKER TO EXERCISE THIS DISCRETIONARY AUTHORITY, PROXY MATERIAL WOULD NEED TO HAVE BEEN MAILED AT LEAST 15 DAYS PRIOR TO THE MEETING DATE, AND ONE OR MORE OF THE MATTER(S) BEFORE THE MEETING MUST BE DEEMED "ROUTINE" IN NATURE ACCORDING TO NYSE GUIDELINES. IF THESE TWO REQUIREMENTS ARE MET AND YOU HAVE NOT COMMUNICATED TO US PRIOR TO THE FIRST VOTE BEING ISSUED, WE MAY VOTE YOUR SECURITIES AT OUR DISCRETION ON THOSE MATTER(S) DEEMED TO BE ROUTINE. WE WILL NEVERTHELESS FOLLOW YOUR INSTRUCTIONS, EVEN IF OUR DISCRETIONARY VOTE HAS ALREADY BEEN GIVEN, PROVIDED YOUR INSTRUCTIONS ARE RECEIVED PRIOR TO THE MEETING DATE.

**PLEASE NOTE THAT, UNDER A RULE AMENDMENT ADOPTED BY THE NEW YORK STOCK EXCHANGE FOR SHAREHOLDER MEETINGS HELD ON OR AFTER JANUARY 1, 2010, BROKERS ARE NO LONGER ALLOWED TO VOTE SECURITIES HELD IN THEIR CLIENTS' ACCOUNTS ON UNCONTESTED ELECTIONS OF**

**DIRECTORS UNLESS THE CLIENT HAS PROVIDED VOTING INSTRUCTIONS (IT WILL CONTINUE TO BE THE CASE THAT BROKERS CANNOT VOTE THEIR CLIENTS' SECURITIES IN CONTESTED DIRECTOR ELECTIONS).**

**CONSEQUENTLY, IF YOU WANT US TO VOTE YOUR SECURITIES ON YOUR BEHALF ON THE ELECTION OF DIRECTORS, YOU MUST PROVIDE VOTING INSTRUCTIONS TO US. VOTING ON MATTERS PRESENTED AT SHAREHOLDERS MEETINGS, PARTICULARLY THE ELECTION OF DIRECTORS, IS THE PRIMARY METHOD FOR SHAREHOLDERS TO INFLUENCE THE DIRECTION TAKEN BY A PUBLICLY-TRADED COMPANY. WE URGE YOU TO PARTICIPATE IN THE ELECTION BY RETURNING THE ENCLOSED VOTING INSTRUCTION FORM TO US WITH INSTRUCTIONS AS TO HOW TO VOTE YOUR SECURITIES IN THIS ELECTION.**

**THE FOLLOWING INSTRUCTIONS PROVIDE SPECIFICS REGARDING THE MEETING FOR WHICH THIS VOTING INSTRUCTION FORM APPLIES.**

1. Only Persons that are Beneficial Noteholders as at the Noteholder Voting Record Date are entitled to provide instructions on voting for or against the Resolution.
2. Unless you have made alternate arrangements with your Nominee to enable you to vote in person by valid proxy at the Noteholder Meeting, your instructions with respect to voting for or against the Resolution and nominating, constituting and appointing the Appointee must be made by completing this Voting Instruction Form. If you wish to attend the Noteholder Meeting in person and vote on the Resolution by valid proxy, do **NOT** complete this Voting Instruction Form but contact your Nominee immediately to make alternate arrangements. In such case, you should also advise the Monitor as soon as possible in advance of the Noteholder Meeting.
3. You must provide instructions to vote all of your 8% Notes either **FOR** or **AGAINST** the Resolution and you may not split your instructions.
4. This Voting Instruction Form, completed as required, must be returned 24 hours prior to the voting deadline to permit the completion of a Master Ballot to be delivered to the Monitor prior to **5:00 P.M., TORONTO TIME, ON JULY 13<sup>th</sup>, 2010**.
5. Any entity entitled to provide instructions to vote **FOR** or **AGAINST** the Resolution may change its instruction before the voting deadline set out in the Circular by completing and casting a superseding Voting Instruction Form prior to the deadline outlined by instruction 4.
6. By completing this Voting Instruction Form, you are authorizing your Nominee or its Nominee's agent to:
  - a. record and tabulate the voting instructions represented by this Voting Instruction Form, in respect of the number of 8% Notes represented by this Voting Instruction Form; and
  - b. to advise the Monitor by completing a Master Ballot of the voting instructions represented by this Voting Instruction Form.

**YOU SHOULD REVIEW THE CIRCULAR AND THE PLAN CAREFULLY BEFORE YOU PROVIDE INSTRUCTIONS ON HOW VOTE ON THE RESOLUTION. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND TREATMENT OF NOTEHOLDERS UNDER THE PLAN.**

**SCHEDULE H**  
**(attached)**



**NOTICE OF APPEARANCE**

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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

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

Applicants

**NOTICE OF APPEARANCE**

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

**[\*date]**

**[\*name of law firm]**

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

TO: **THE SERVICE LIST**

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

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**NOTICE OF APPEARANCE**

[\* name of law firm]

Lawyers for [\*]

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

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

APPLICANTS

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**MEETING ORDER**

**OSLER, HOSKIN & HARCOURT LLP**

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Fax: (416) 862-6666

Lawyers for the Applicants

F. 1114233

231

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

APPLICANTS

*Ontario*

**SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**SECOND SUPPLEMENTARY MOTION  
RECORD**

**OF THE APPLICANTS**

(Authorizing the Calling of a Meeting of Affected Creditors)

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