Court File No.: CV-09-8503-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	) THURSDAY, THE
JUSTICE CAMPBELL	) 28TH DAY OF JULY, 2011

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 IN THE MATTER OF HOLLINGER CANADIAN PUBLISHING HOLDINGS CO.

OPEB CLAIMS PROCEDURE ORDER

THIS MOTION, made by Hollinger Canadian Publishing Holdings Co. ("HCPH" or the "Applicant"), for an order (the "Order"), among other things, establishing a claims procedure for OPEB Claims (as defined herein) and extending the Stay Period (as defined herein) as last extended by this Court on April 11, 2011, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), was heard this day at 330 University Avenue, Toronto, Ontario.

UPON READING the Applicant's Notice of Motion, the Ninth Report of the Monitor, dated July 27, 2011, and the affidavit of Dennis M. Byrd, the Chief Restructuring Officer of the Applicant, sworn July 20, 2011, and on hearing the submissions of counsel for the Applicant, the Monitor, and the Representative Counsel, no one else appearing, and on being advised that the Notice of Motion and Motion Record was served upon the service list established in this proceeding, as evidenced by the affidavit of service of Janet Boulger, sworn July 27, 2011:

I. SERVICE

1. **THIS COURT ORDERS** that the time for service of the Applicant's Notice of Motion and the Motion Record be and it is hereby abridged and that the motion is properly returnable

today and further that service thereof upon any interested party other than those served is hereby dispensed with.

II. EXTENSION OF STAY PERIOD

2. **THIS COURT ORDERS** that the Stay Period (as defined in the Initial Order), last extended by paragraph 3 of this Court's Order dated April 11, 2011, is further extended through to and including November 30, 2011, without prejudice to the Applicant's right to request further extensions should they become necessary.

III. OPEB CLAIMS PROCEDURES

A. Supplemental Order

3. **THIS COURT ORDERS AND DECLARES** that this Order shall supplement the claims procedure order of this Court dated April 15, 2010, as modified by this Court's Order dated June 8, 2011 (collectively, the "Claims Procedure Order"), which Claims Procedure Order shall continue in full force and effect, subject to any modification hereof, and nothing herein shall extend or be deemed to extend the time period for asserting any Claim or revive or otherwise affect any Claim that has been barred or extinguished pursuant to the Claims Procedure Order or other order of this Court. For greater certainty, to the extent of any discrepancy between this Order and the Claims Procedure Order, this Order shall govern.

B. Definitions

4. **THIS COURT ORDERS** that all capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Claims Procedure Order:

(a) "Claim" means any right of any Person against the Applicant in connection with any indebtedness, liability or obligation of any kind of the Applicant in existence on the Filing Date and any interest accrued thereon and costs payable in respect thereof to and including the Filing Date, whether or not such right is reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety, insurance deductible or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced or arising in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing prior to the Filing Date, and includes any other claims that would have been claims provable in bankruptcy had the applicable Applicant become bankrupt on the Filing Date; and any Restructuring Claim (as defined in the Claims Procedure Order);

(b) "Filing Date" means December 10, 2009, the date on which the Initial Order was granted;

(c) "Mercer" means Mercer (Canada) Limited, the Applicant's actuary;

(d) "OPEB Claim" means any Claim of a member or beneficiary of an OPEB Plan relating to any of the OPEB Plans and existing as at the OPEB Termination Date;

(e) "OPEB Claims Report" means the actuarial valuation report to be prepared by Mercer, in consultation with HCPH, the Monitor and Representative Counsel and its actuarial advisor, and any amendments thereto, in connection with the OPEB Claims existing as at the OPEB Termination Date;

(f) "OPEB Plans" means all unfunded retirement plans, agreements and arrangements (including, without limitation, the Southam Executive Retirement Agreements and the Divisional Allowance Top-Up) and all other post-employment benefit plans of HCPH in respect of which HCPH may have an obligation or liability, which relate to, among other things, medical coverage, dental coverage, life insurance, accidental death and dismemberment insurance, and long-term disability income benefits, including without limitation, any claim, right or entitlement in respect of any long-term disability plan whether insured or uninsured, including, without limitation, the plans listed on Schedule "A" hereto, and which, for greater certainty, shall not include HCPH's registered pension plans, and shall not, pending further order of this Court, include the Long Term Disability Plan for the Employees of Southam Inc., and any one of the OPEB Plans shall be referred to herein as an "OPEB Plan";

(g) "OPEB Termination Date" means August 31, 2011 at 11:59 p.m. (Eastern Time), the date on which the OPEB Plans and any and all obligations of HCPH under or pursuant to any other OPEB Plans, shall be, and be deemed to be, terminated, disclaimed, and resiliated, in accordance with this Order;

(h) "Pre Termination Claims" means OPEB Claims for eligible amounts under the OPEB Plans, which amounts were actually incurred but not paid prior to the OPEB Termination Date; and

(i) "Retiree Audit Survey Process" means the retiree audit survey process, as approved by order of this Court dated April 15, 2010, and modified or supplemented pursuant to any further orders of the Court.

C. Application to OPEB Claims

5. **THIS COURT ORDERS** that all OPEB Claims shall be subject to the claim procedures set forth in this Order (the "OPEB Claims Procedures"), notwithstanding their treatment as Excluded Claims under the Claims Procedure Order.

6. **THIS COURT ORDERS** that nothing in this Order shall alter any prior orders of this Court relating to the Retiree Audit Survey Process or extend any bar date or alter, amend, or revive any OPEB Claim or other Claim barred thereunder.

(i) Termination of OPEB Plans

7. **THIS COURT ORDERS** that

(a) the Monitor shall: i) prepare and send by regular pre-paid mail, courier, fax, or email, notice of the OPEB Termination Date (the "OPEB Termination Date Notice") to the Representative Counsel and each member of an OPEB Plan as indicated on the list of OPEB Plan members provided by HCPH to the Monitor developed from the Retiree Audit Survey Process, within five (5) Business Days of the date of this Order, and such OPEB Termination Date Notice, substantially in the form attached hereto as Schedule "B" (subject to such non-material amendments as the Monitor, HCPH, and Representative Counsel consider necessary or appropriate in consultation with each other), is hereby approved; and

ii) post notice of the OPEB Payment Termination Date on the Monitor's Website; and

(b) no other or further notice of the OPEB Termination Date shall be required.

8. **THIS COURT ORDERS** that:

(a) all HCPH's OPEB Plans and any and all obligations of HCPH under or pursuant to any other OPEB Plans shall be, and shall be deemed to be, terminated, disclaimed, and resiliated effective as the OPEB Termination Date, and HCPH shall have no further obligations of any kind or nature under the OPEB Plans after the OPEB Termination Date, and this Order and the notice described in paragraph 7(a), above, including the OPEB Termination Date Notice, shall constitute good and sufficient notice thereof to all OPEB Plan members, beneficiaries and other Persons (including to and in respect of any contractual or other benefits or service provider or policyholder of HCPH relating to the OPEB Plans); *provided however,* that the foregoing termination of HCPH's OPEB Plans and any and all obligations of HCPH under or pursuant to any other OPEB Plans shall not in any way alter, limit, or terminate the obligations of any Person other than HCPH (including, but not limited to, an insurer providing income replacement payments as at the OPEB Termination Date under a long term disability policy) under or in respect of the OPEB Plans; and

(b) HCPH (or any insurance company or benefits provider that administers on behalf of HCPH benefits in relation to any OPEB Plan, collectively the "Third Party Benefits Providers"), other than an insurer providing income replacement payments as at the OPEB Termination Date under a long term disability policy under or in respect of the OPEB Plans, is authorized and directed to cease payment on account of any OPEB Plan-related expenses incurred or benefits arising after the OPEB Termination Date; *provided, however,* that proven OPEB Claims, which for greater certainty shall include Claims arising from the termination of the OPEB Plans in accordance with 8(a) above, shall form part of

HCPH's liabilities for this proceeding or any other insolvency proceeding that HCPH may be subject to.

(ii) Pre Termination Claims

9. **THIS COURT ORDERS** that any individual holder of a Pre Termination Claim:

(a) seeking reimbursement from HCPH or any Third Party Benefits Provider other than Pacific Blue Cross ("Blue Cross") and SSQ Financial Group ("SSQ") shall be required to submit to HCPH or such applicable Third Party Benefits Provider, on or before September 30, 2011, any claims, invoices or benefit forms in respect of such Pre Termination Claim, failing which such Pre Termination Claims shall be forever barred and extinguished and no Person shall have any Claim against HCPH in respect thereof;

(b) seeking reimbursement from Blue Cross or SSQ shall be entitled to submit to Blue Cross or SSQ, as applicable, any claims, invoices or benefit forms in respect of such Pre Termination Claim in accordance with the terms and deadlines of Blue Cross or SSQ benefits plans, as applicable.

10. **THIS COURT ORDERS** that any Pre Termination Claims and supporting documentation submitted prior to or on September 30, 2011 in accordance with this Order shall be reviewed by HCPH and/or the applicable Third Party Benefits Provider for eligibility for reimbursement pursuant to the applicable OPEB Plan(s), and approval of the Monitor shall be required prior to payment by HCPH in respect of such Pre Termination Claims.

11. **THIS COURT ORDERS** that, if reimbursement of a Pre Termination Claim submitted prior to or on September 30, 2011 in accordance with this Order is rejected by HCPH or the applicable Third Party Benefits Provider and such rejection is disputed by the OPEB Plan member or beneficiary advancing the Pre Termination Claim, such OPEB Plan member or beneficiary shall advise Representative Counsel of the dispute by no later than seven (7) Business Days after the date on which notice of the rejection was received by such OPEB Plan member or beneficiary, which in any event shall be deemed to be received three (3) Business Days after the notice of the rejection is sent by HCPH or the applicable Third Party Benefits

Provider (subject to such date being further extended upon the consent of the Monitor, HCPH and the Representative Counsel, such consent not to be unreasonably withheld), and the applicable Third Party Benefits Provider, or the Monitor, and Representative Counsel shall advise HCPH and the Monitor of the dispute forthwith thereafter. If such dispute cannot be resolved by Representative Counsel, the Monitor, HCPH and the applicable Third Party Benefits Provider, if any, within two (2) Business Days after Representative Counsel advises HCPH and the Monitor of the dispute, it may be referred to this Court for resolution.

(iii) Third Party Invoices and Benefits Summary

12. **THIS COURT ORDERS** that any Third Party Benefits Provider that has submitted claims summaries since the commencement of HCPH's CCAA proceeding shall submit updated claims summaries, including data up to and including August 31, 2011, and any other Third Party Benefits Provider shall submit any OPEB Plan notices, to HCPH, the Monitor, Representative Counsel, and Mercer prior to October 31, 2011.

(iv) OPEB Claims Report and Delivery of OPEB Claims Notices

13. **THIS COURT ORDERS** that Mercer shall prepare, in consultation with Representative Counsel and its actuarial advisor where appropriate, the OPEB Claims Report and provide the OPEB Claims Report to the Applicant, Monitor, and Representative Counsel by no later than November 30, 2011, which OPEB Claims Report shall indicate such OPEB Claims on an individual member basis. Representative Counsel shall be required to notify HCPH and the Monitor of any disagreement or error with respect to the OPEB Claims Report within five (5) Business Days of receipt of the OPEB Claims Report (the "Review Period"). Mercer, the Monitor, HCPH and Representative Counsel and its actuarial advisor shall work as expeditously as possible to resolve any disagreement or error identified by Representative Counsel in the Review Period.

14. **THIS COURT ORDERS** that, within fifteen (15) Business Days following the later of November 30, 2011 or the resolution of any discrepancies referred to in paragraph 13 above, the Monitor shall prepare, in consultation with the Representative Counsel, and send by regular pre-paid mail, courier, fax, or email, a notice substantially in the form set out in Schedule "C" (the

"OPEB Claim Notice") (subject to such non-material amendments as the Monitor, HCPH, and Representative Counsel consider necessary or appropriate in consultation with each other, including the addition of any necessary individual information for each intended recipient), which form is hereby approved, to each individual holder of an OPEB Claim at the address provided on the list of OPEB Plan members provided by HCPH to the Monitor developed from the Retiree Audit Survey Process and shall set out the individual's OPEB Claim amount as indicated on the OPEB Claims Report. No further or other notices shall be required in respect of any OPEB Claim.

15. **THIS COURT ORDERS** that the Monitor shall provide Representative Counsel with a copy of all OPEB Claim Notices sent pursuant to the preceding paragraph at the same time such OPEB Claim Notices are sent to individual holders of an OPEB Claim pursuant to the preceding paragraph.

16. **THIS COURT ORDERS** that if an OPEB Plan member or beneficiary disputes the accuracy of any OPEB Claim or other information indicated on the OPEB Claim Notice, that individual shall provide notice of such dispute, in writing, to Representative Counsel within thirty (30) days of the date that the Monitor sends the applicable OPEB Claim Notice, failing which such OPEB Plan member or beneficiary shall be bound by the OPEB Claim amount shown in the OPEB Claim Notice and other information set out in such OPEB Claim Notice and shall be forever barred from raising any dispute or asserting any additional OPEB Claim. Representative Counsel shall advise HCPH and the Monitor of any disputes received, forthwith after receipt thereof, and, if such dispute cannot be resolved by Representative Counsel, the Monitor and HCPH within ten (10) days from the date that such dispute was received by Representative Counsel, the dispute may be referred to this Court for resolution. If a dispute is provided to Representative Counsel as required by this paragraph and an amendment to the OPEB Claim or other information shown on the OPEB Claim Notice is deemed necessary by a resolution among Representative Counsel, the Monitor and HCPH or by order of this Court (a "Claim Amendment"), Mercer, in consultation with the Applicant, the Monitor, and the Representative Counsel (and its actuarial advisors), shall amend the OPEB Claims Report to reflect such Claim Amendment.

D. Approval of Activities

17. **THIS COURT ORDERS** that the Monitor's Ninth Report and all of the activities summarized therein are hereby approved in their entirety, and all of the activities of the Chief Restructuring Officer, described in the affidavit of Dennis M. Byrd, sworn July 20, 2011, are hereby approved in their entirety.

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

JUL 2 8 2011

PER/PAR:

SCHEDULE A

LIST OF OPEB PLANS[1]

[1] This list was developed from information included in the retiree audit survey process. Inclusion of any plan on this list does not indicate, nor shall be deemed to indicate, that such plan is active or is currently a liability of HCPH, and HCPH expressly reserves all rights as to same.

Hollinger Canadian Publishing Holdings Co.

List of OPEB Plans As of May 31, 2011
(based on HCPH's records)

OPEB Plan	Plan Description
Southam Executive Retirement Agreement	Unfunded Plan
Divisional Allowances and Top-Up	Unfunded Plan
Canadian Multi Employer Retirement Fund for the Graphic Arts Media (not an HCPH sponsored plan)	Employer Contribution Only
CAW Union Pension Plan (not an HCPH sponsored plan)	Employer Contribution Only
Death Benefit	Life
SSQ Quebec Union Insurance Plan No. 48951	Premium based
Manulife Policy No. 36933	Life Insurance
Manulife Policy No. 36933	Accidental Death and Dismemberment
Manulife Policy No. 36933	Optional Dependent Life
Manulife Policy No. 36933	Waiver of Premium for Life and ADD
Manulife Policy No. 36934	Optional Life
Manulife Policy No. 36934	Dependent Life
Manulife Policy No. 36934	Spousal Life
Manulife Policy No. 36934	Waiver of Premium for Optional Life
Manulife Policy No. 36935	Optional Accidental Death and Dismemberment
Manulife Policy No. 36935	Waiver of Premium for Optional ADD
Manulife Policy No. 19239	Basic Life including waiver of premiums
Sunlife EDB Policy No. 87993	Basic Life including waiver of premiums
Sunlife EDB Policy No. 87993	Optional Dependent Life including waiver of premiums
Sunlife EDB Policy No. 87993	Employee Optional Life including waiver of premiums
Manulife Policy No. 38460	Basic Life including waiver of premiums
Manulife Policy No. 83173	ASO Dental
Manulife Policy No. 83172	ASO Health
Manulife Policy No. 83497	ASO Retiree Health - $10,000 lifetime max. for retiree and spouse only if applicable.
Manulife Policy No. 35768	Optional Long Term Disability
Manulife Policy No. 37623	Basic Long Term Disability
Manulife Policy No. 38462	Basic Long Term Disability
Manulife Policy No. 39786	Basic Long Term Disability
Manulife Policy No. 001882	Basic Long Term Disability
Manulife Policy No. 19240	Basic Long Term Disability
Manulife Policy No. 2472	Basic Long Term Disability
Manulife Policy No. 960940	Basic Long Term Disability
Manulife Policy No. 960940	Basic Employee Life
Manulife Policy No. 960940	Employee Optional Life
Great West Life Policy No. 28305	Basic Long Term Disability/Basic Life Insurance
Great West Life Policy No. 28305	Basic Life
Great West Life Policy No. 28305	Basic Life
Great West Life Policy No. 330034	Basic Long Term Disability
Great West Life Policy No. 321138	Basic Life including waiver of premiums

Hollinger Canadian Publishing Holdings Co.

List of OPEB Plans As of May 31, 2011
(based on HCPH's records)

OPEB Plan	Plan Description
Sunlife Policy No. 14227	Basic Long Term Disability
Sunlife Policy No. 14225	Basic Life including waiver of premiums
Sunlife Policy No. 25288	Basic Long Term Disability
Sunlife Policy No. 24010	Basic Life & ADD including waiver of premiums
Sunlife Policy No. 321519	Basic Life including waiver of premiums
WSIB	No Premium
Pacific Blue Cross Policy No. E048387	Health
Pacific Blue Cross Policy No. E038834	Health
Pacific Blue Cross Policy No. E038753	Dental
Pacific Blue Cross Policy No. E038857	Health
Pacific Blue Cross Policy No. E038857	Dental
British Columbia Medical Services Plan	Reimbursement of premiums paid by member to BCMSP
Great West Life Policy 320116	Paid up life
Alberta Health Care	No premiums under the provincial health care plan

SCHEDULE B

OPEB TERMINATION DATE NOTICE

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 IN THE MATTER OF HOLLINGER CANADIAN PUBLISHING HOLDINGS CO.

NOTICE OF BENEFIT TERMINATION DATE

NOTICE IS HEREBY GIVEN AS FOLLOWS:

1. Pursuant to an Initial Order of the Ontario Superior Court of Justice of Ontario (the "Court") dated December 10, 2009, (the "Filing Date"), Hollinger Canadian Publishing Holdings Co. ("HCPH") commenced a proceeding under the *Companies' Creditors Arrangement Act* (Canada), granting it protection from its creditors in the context of its insolvency.

2. Pursuant to the Initial Order, HCPH was authorized to continue payments in respect of its two unfunded pension plans and all other post-employment benefit plans, which relate to, among other things, medical coverage, dental coverage, and life insurance for its employees and former employees (collectively, these retirement and post-employment benefit plans are referred to in this Notice as the "OPEB Plans").

3. Pursuant to orders of the Court, dated December 10, 2009 and July 27, 2010, Koskie Minsky LLP was appointed as the Representative Counsel for, among others, all members and beneficiaries of the OPEB Plans (as defined in the OPEB Claims Procedure Order) other than those members and beneficiaries who opted out of such representation.

4.

5. Pursuant to an order of the Court, dated July 28, 2011 (the "OPEB Claims Procedure Order"), a supplemental claims procedure was established in connection with Claims of former employees (as defined in the OPEB Claims Procedure Order). A copy of the

OPEB Claims Procedure Order can be obtained from the website of Ernst & Young Inc., as the Court-appointed monitor (the "Monitor") of HCPH at: www.ey.com/ca/hcph.

6. In accordance with the OPEB Claims Procedure Order, **the HCPH OPEB Plans, including the Southam Executive Retirement Agreements ("SERA") and the Divisional Allowance Top-Up ("DA"), shall be terminated effective as of August 31, 2011 at 11:59 p.m. (Eastern Time)** (the "OPEB Termination Date") and HCPH is authorized and directed to cease payment on account of any OPEB claim or expense incurred or benefit arising after the OPEB Termination Date and HCPH shall have no further obligations of any kind or nature (other than in respect of the treatment of any distribution on account of OPEB Claims in HCPH's CCAA proceeding or any other insolvency proceeding) under the OPEB Plans after such date.

7. To this end, **HCPH** (or any insurance company in respect of the OPEB Plans, save and except for income replacements being paid under long term disability policies) **will not make any payment on account of any claims or expenses or benefits arising in respect of the OPEB Plans including SERAs and DAs, incurred after August 31, 2011.**

8. **This termination does not apply to benefits being paid under HCPH registered pension plans, which payments will continue.**

9. **OPEB Plan members seeking reimbursement of OPEB expenses from HCPH or a third party benefits provider other than Pacific Blue Cross or SSQ Financial Group ("SSQ") are required to submit to the applicable benefits provider on or before September 30, 2011, any claims, invoices or benefit forms, in respect of any expenses incurred in respect of benefits arising in respect of the OPEB Plans before the OPEB Termination Date, after which, such claims shall be forever barred.** OPEB Plan members entitled to seek reimbursement from Pacific Blue Cross or SSQ in respect to health or dental claims should contact Pacific Blue Cross or SSQ for the deadlines for the submission of such claims, invoices or the provision of benefit forms in respect of relevant expenses or benefits arising before the OPEB Termination Date.

10. While September 30, 2011 is the final deadline to submit such claims, invoices or benefit forms, OPEB Plan Members are strongly encouraged to do so as soon as possible to allow claims assessments and reimbursement of eligible amounts to occur in a timely manner.

11. **If such claim for reimbursement of OPEB expenses is rejected by HCPH or the third party service provider and you wish to dispute the rejection, you will have ten (10) business days from the date such rejection was sent to contact Representative Counsel to dispute the rejection failing which the rejection will stand and such claims shall be forever barred.** You may contact Representative Counsel at:

Koskie Minsky LLP
Suite 900, Box 52

20 Queen Street West
Toronto, ON M5H 3R3

Attention: Andrew J. Hatnay

Email: hcph@kmlaw.ca
Tel: (416) 977-8353
Website: www.kmlaw.ca

12. As indicated in earlier correspondence by Representative Counsel, Manulife Financial is offering optional insurance coverage to OPEB Plan members and beneficiaries. This insurance coverage is to be entered into directly between such member or beneficiary and Manulife Financial. Further details will be sent to eligible OPEB Plan members by Manulife Financial.

13. If you have any questions or enquiries with respect to the above, please contact the Monitor at:

Ernst & Young Inc.,
Court-appointed monitor of HCPH
Ernst & Young Tower
222 Bay Street
Toronto, ON M5K 1J7

Attn : Franca Mazzulla re : HCPH OPEB Termination
E-mail: hcph.monitor@ca.ey.com
Fax : (416) 943-3300
Tel : (888) 274-4344

DATED [DATE], 2011

SCHEDULE C

FORM OF OPEB CLAIM NOTICE

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 IN THE MATTER OF HOLLINGER CANADIAN PUBLISHING HOLDINGS CO.

NOTICE OF OPEB CLAIM

NOTICE IS HEREBY GIVEN AS FOLLOWS:

1. Pursuant to an order of the Superior Court of Justice of Ontario (the "Court"), dated April 15, 2010 (the "Claims Procedure Order"), the Court established a procedure for the determination of Claims (as defined in the Claims Procedure Order) against Hollinger Canadian Publishing Holdings Co. ("HCPH") other than certain "Excluded Claims" (which included, among other claims, Pension or Benefit Claims, which was defined to include claims in respect of post-retirement benefits and post-employment benefit plans).

2. Pursuant to an order of the Court, dated July 28, 2011 (the "OPEB Claims Procedure Order"), a supplemental claims procedure was established in connection with these Benefit Claims (the "OPEB Claims," as more fully defined in the OPEB Claims Procedure Order). A copy of the OPEB Claims Procedure Order can be obtained from the website of Ernst & Young Inc., as the Court-appointed monitor (the "Monitor") of HCPH at: www.ey.com/ca/hcph.

3. Pursuant to orders of the Court, dated December 10, 2009 and July 27, 2010, Koskie Minsky LLP was appointed as the Representative Counsel for, among others, all members and beneficiaries of the OPEB Plans (as defined in the OPEB Claims Procedure Order) other than those members and beneficiaries who opted out of such representation pursuant to procedures approved by the Court.

4. In accordance with the OPEB Claims Procedure Order, HCPH's actuary, Mercer, has prepared actuarial reports indicating the value of all OPEB Claim (meaning the value of further benefits that would have been payable to OPEB Plan Members after August 31, 2011). The Monitor and the Representative Counsel (and its actuarial advisors) have approved of the methodology and assumptions used by Mercer in the preparation of these actuarial reports. The actuary retained by Representative Counsel on behalf of members and beneficiaries of the OPEB Plans has reviewed and approved the actuarial reports prepared by Mercer, but has not verified individual data upon which these calculations are based.

5. The OPEB Claims Procedure Order provides that, among other things, Mercer's calculation of OPEB Claims shall be the final and binding values of such OPEB Claims for voting and distribution purposes in connection with HCPH's plan of compromise or arrangement pursuant to the CCAA.

6. Mercer has calculated the value of your OPEB Claim, which is attached hereto as Exhibit A.

7. **If you dispute the amount of your OPEB Claim or any other information listed on Exhibit A, you must contact Representative Counsel, in writing, at the address listed below within thirty (30) days of the date shown on this notice, failing which you will be bound by the OPEB Claim amount and other information set out herein and be forever barred from raising any dispute or asserting any additional OPEB Claim.** Contact details for Representative Counsel are as follows:

Koskie Minsky LLP
Suite 900, Box 52
20 Queen Street West
Toronto, ON M5H 3R3

Attention: Andrew J. Hatnay
Email: hcph@kmlaw.ca
Tel: (416) 977-8353
Website: www.kmlaw.ca

8. If you have any questions or enquiries with respect to the above, please contact Representative Counsel using the contact details shown above.

DATED [DATE], 2011

EXHIBIT A TO NOTICE OF OPEB CLAIM

IN THE MATTER OF THE *COMPANIES CREDITORS' ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF HOLLINGER CANADIAN PUBLISHING HOLDINGS CO.

Court File No. 09-8503-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

OPEB CLAIMS PROCEDURE ORDER

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Derek Bell (LSUC #43420J)
Raj Sahni (LSUC#42942U)
Mark Smyth (LSUC #47278L)
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Lawyers for the Applicant

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

IN THE MATTER OF HOLLINGER CANADIAN PUBLISHING HOLDINGS CO.

Court File No. 09-8503-00CL

July 28/11

Having read the motion record & heard from counsel no parties appearing opposed – order to issue as signed

[signature]

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

MOTION RECORD
(Returnable on July 28, 2011)

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
Toronto, Ontario
M5X 1A4

Derek Bell (LSUC #43420J)
Raj Sahni (LSUC #42942U)
Mark Smyth (LSUC #47278L)
Tel: 416-863-1200
Fax: 416-863-1716

Lawyers for the Applicant

SUPERIOR COURT OF JUSTICE / COUR SUPÉRIEURE DE JUSTICE
FILED / DÉPOSÉ
JUL 25 2011
AT / À
LOCAL REGISTRAR / GREFFIER LOCAL
TORONTO