Court File No. 09-8503-00CL

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 IN THE MATTER OF HOLLINGER CANADIAN PUBLISHING HOLDINGS CO.

Applicant

APPLICATION UNDER THE *COMPANIES CREDITORS' ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

MOTION RECORD
(Returnable on July 27, 2010)

July 22, 2010

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TAB 1

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Applicant

APPLICATION UNDER THE *COMPANIES CREDITORS' ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED

NOTICE OF MOTION

(Returnable July 27, 2010)

The Applicant will make a motion to the Honourable Mr. Justice Campbell of the Ontario Superior Court of Justice (Commercial List) on Tuesday, July 27, 2010 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING:

The motion is to be heard orally.

THE MOTION IS FOR:

1. An Order, if necessary, abridging the time for service of the Notice of Motion and the Motion Record and that the Notice of Motion is properly returnable on July 27, 2010 and that further service of the Notice of Motion on any interested party, other than those served, may be dispensed with.

2. An Order extending the Stay Period referred to in the Initial Order (defined below) to October 29, 2010.

3. An Order appointing Koskie Minsky LLP as Representative Counsel for all members and beneficiaries of the Pension Plans (as defined in the Affidavit of Thomas L. Kram sworn December 8, 2009) in these proceedings for or in respect of any issues affecting the members and/or beneficiaries of the Pension Plans in these proceedings.

4. An Order authorizing HCPH to apply to the Superintendent of Financial Services of Ontario ("Superintendent") for consent to the transfer of $77,789 plus interest at the fund's rate of return from the pension fund of the Sterling Newspapers Company Pension Plan for Employees of Newspapers Formerly Owned by Thomson Newspapers ("Sterling Plan") to the pension fund of the Hollinger Canadian Publishing Holdings Co. Pension Plan for the Employees of Newspapers Formerly Owned by Thomson Newspapers ("Thomson Plan").

5. An Order authorizing HCPH to take all necessary steps in order to make application for the Superintendent's consent for the transfer of assets in the amount of $214,942.95 as at December 31, 2000 plus investment earnings less appropriate deductions and adjustments to the date of transfer from the Thomson Plan to the CanWest Global Communications Corporation Pension Plan for Vancouver Island Employees, B.C. Registration No. 1077056.

6. An Order authorizing HCPH to sell all or part of its asset backed commercial paper holdings in accordance with the procedure to be described by the Monitor in the Monitor's Third Report.

7. Such further and other Orders as counsel may request and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

1. On December 10, 2009, the Court granted the initial order in these proceedings (the "Initial Order") wherein a stay of proceedings was granted in favour of the Applicant and the Stay Period was to expire on January 8, 2010.

2. On January 6, 2010, the Court granted an extension of the stay provided for in the Initial Order to April 15, 2010 (the "First Extension Order").

3. On April 15, 2010, the Court granted an extension of the stay provided for in the Initial Order and First Extension Order to August 16, 2010 (the "Second Extension Order").

4. Since the granting of the Second Extension Order, the Applicant, with the oversight of the Monitor, has been working diligently to continue to administer its pension and other post-retirement plans in accordance with the Initial Order, respond to enquiries from Plan members, implement the Initial Order and work toward compiling the necessary information for the establishment of a long term plan to address the Applicant's liabilities, including the Plans.

5. The Applicant is proceeding in good faith and with due diligence.

6. The Applicant has sufficient liquidity to be able to continue operating in the ordinary course during the requested stay extension timeframe.

7. The Monitor supports the motion for an extension of the stay.

8. Koskie Minsky LLP is currently appointed as representative counsel in respect of the members and beneficiaries to the OPEB Plans, being two unfunded retirement plans and certain other post-employment benefit plans. In addition to the OPEB Plans, HCPH has six registered pension plans (the "Pension Plans"). The OPEB Plans and Pension Plans are collectively referred to as the Plans.

9. The retainer of representative counsel to represent the aligned interests of the beneficiaries under the Pension Plans will assist in the development of the long-term plan of arrangement to address the liabilities of HCPH, including the Plans.

10. Koskie Minsky LLP is experienced in pension related matters and has previously acted as representative counsel in similar situations including acting as representative counsel for pension related matters within ongoing Hollinger proceedings, in addition to their representation of the OPEB Plans in the within proceeding.

11. Administrative expenses totaling $77,789 were inadvertently paid by the pension fund of the Hollinger Canadian Publishing Holdings Co. Pension Plan for the Employees of Newspapers Formerly Owned by Thomson Newspapers ("Thomson Plan") on behalf of the Sterling Newspapers Company Pension Plan for Employees of Newspapers Formerly Owned by Thomson Newspapers ("Sterling Plan").

12. HCPH proposes to apply to the Superintendent of Financial Services of Ontario for consent to the transfer of $77,789 from the Sterling Plan to the Thomson Plan together with interest thereon at the fund's rate of return.

13. Pursuant to the Transaction Agreement and other agreements among HCPH, CanWest Global Communications Corporation ("CanWest") and others, as defined and more particularly described in the affidavit of Thomas Kram sworn December 8, 2009, CanWest acquired all active employees of the various newspapers then owned by HCPH and purchased by CanWest.

14. Within the Thomson Plan it has been discovered that there remain assets associated with employees who transferred to CanWest effective January 1, 2001. HCPH proposes to apply to the Superintendent of Financial Services of Ontario for consent to transfer the value of the contribution account balances for those employees to the CanWest Pension Plan for Vancouver Island Employees, B.C. This will transfer administration responsibilities in respect of those employees.

15. HCPH continues to hold certain asset backed commercial paper MAV II replacement notes ("ABCP"). HCPH has been working with the Monitor on an appropriate time and method in which to dispose of the ABCP. HCPH believes that it would be appropriate to engage in a

marketing process for purposes of liquidating all or part of the ABCP holdings and unlock the value of that ABCP for the benefit of HCPH and its creditors.

16. Paragraphs 14 and 62 of the Initial Order.

17. Rules 3.02 and 37.02(1) of the *Rules of Civil Procedure*.

18. Such further and other grounds as counsel may advise and this Honourable Court may permit.

July 22, 2010

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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

NOTICE OF MOTION

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TAB A

Court File No. 09-8503-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	) _________DAY, THE
JUSTICE CAMPBELL	) ___ DAY OF JULY, 2010
	)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT IN THE MATTER OF HOLLINGER CANADIAN PUBLISHING HOLDINGS CO.

ORDER

THIS MOTION, made by Hollinger Canadian Publishing Holdings Co. (the "**Applicant**" or "**HCPH**"), for an Order extending the Stay Period referred to in the Initial Order (as defined below) and extended by Orders of this Court dated January 6, 2010 and April 15, 2010, the appointment of representative counsel for certain pension plans and for certain other relief, was heard this day at 330 University Avenue, Toronto, Ontario.

UPON READING the Notice of Motion, the affidavit of Dennis M. Byrd sworn July __, 2010, the Third Report of the Monitor dated July __, 2010 (the "**Monitor's Third Report**") and upon the submissions of counsel for the Applicant, the Monitor and Representative Counsel (as defined below),

Service

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record of the Applicant 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.

Interpretation

2. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Initial Order (as defined below) unless otherwise indicated.

Extension of Stay Period

3. **THIS COURT ORDERS** that the Stay Period referred to in paragraph 14 of the Order dated December 10, 2009 (the "**Initial Order**") and extended pursuant to paragraph 2 of the Order dated January 6, 2010 and paragraph 2 of the Order dated April 15, 2010, is further extended through to and including October 29, 2010 without prejudice to the Applicant's right to request further extensions should they become necessary.

Appointment of Representative Counsel

4. **THIS COURT ORDERS** that, in addition to Koskie Minsky LLP's appointment as representative counsel for all members and beneficiaries of the OPEB Plans pursuant to the Initial Order, Koskie Minsky LLP ("**Representative Counsel**") is hereby appointed as counsel for all members and beneficiaries of the Pension Plans (as defined in the Affidavit of Thomas L. Kram, sworn December 8, 2009) for or in respect of any issues affecting such members and/or beneficiaries in respect of the Pension Plans in these proceedings, upon the same terms and conditions as set out in paragraphs 50 to 54 of the Initial Order, from and after the date of this Order, provided however that references to OPEB Plans within those paragraphs shall be deemed to refer to Pension Plans for purposes of this Order.

5. **THIS COURT ORDERS** that within five days of the date of this Order, the Monitor shall post on the Website a copy of a notice regarding the appointment of Representative

Counsel for the members and beneficiaries of the Pension Plans pursuant to paragraph 4 above, substantially in the form set out in Schedule "A" hereto (the "**Representative Counsel Notice**").

6. **THIS COURT ORDERS** that any individual member of the Pension Plans who (i) delivered an Opt-Out notice to the Monitor pursuant to the Initial Order in respect of his/her interests in the OPEB Plans and (ii) who has not withdrawn such Opt-Out notice as of the date of this Order shall not be represented by or bound by the actions of Representative Counsel in respect of his or her interests under or relating to the Pension Plans unless, by no later than August 31, 2010, such person notifies the Monitor and Representative Counsel in writing (such written notice is referred to herein as an "**Opt-In Notice**") at the addresses set out in the Representative Counsel Notice that he or she wishes to be represented by Representative Counsel in respect of his or her interests under or relating to the Pension Plans.

7. **THIS COURT ORDERS** that any individual member of the Pension Plans who (i) has not previously delivered an Opt-Out notice to the Monitor pursuant to the Initial Order in respect of his/her interests in the OPEB Plans and (ii) who does not wish to be represented by Representative Counsel in these proceedings in respect of his/her interest under or relating to the Pension Plans shall, by no later than August 31, 2010, notify the Monitor and Representative Counsel in writing (such written notice is referred to herein a "**Pension Counsel Opt-Out Notice**") at the addresses set out in the Representative Counsel Notice that he or she does not wish to be represented by Representative Counsel in respect of his or her interests under or relating to the Pension Plans, and shall thereafter not be bound by the actions of Representative Counsel in respect of his or her interests under or relating to the Pension Plans and shall represent themselves or be represented by any counsel that they may retain exclusively at their own expense.

8. **THIS COURT ORDERS** that, Representative Counsel shall represent and act for all individual members and beneficiaries of the Pension Plans in these proceedings. All such individual members and beneficiaries and any person who may be entitled to claim payments, benefits or reimbursements under any Pension Plans through such individual members or beneficiaries or because such individuals are members or beneficiaries of any Pension Plan shall be bound by the actions of Representative Counsel in these proceedings, except that (i) persons

identified in paragraph 6 above who have not delivered a Opt-In Notice and (ii) persons identified in paragraph 7 above who have delivered a Pension Counsel Opt-Out Notice, shall not be represented by or bound by the actions of the Representative Counsel in these proceedings.

9. **THIS COURT ORDERS** that Representative Counsel shall have no liability as a result of its appointment or the fulfilment of its duties in carrying out the provisions of this Order and any previous or any subsequent Orders in these proceedings, save and except for any gross negligence or wilful misconduct and no action or proceedings may be commenced against the Representative Counsel, except with prior leave of this Court obtained on at least twenty-one (21) days' notice to the Applicant, the Representative Counsel and the Monitor.

10. **THIS COURT ORDERS** that Representative Counsel shall be at liberty and are authorized at any time to apply to this Court, on proper notice to the Monitor and the Applicant, for advice and directions in the performance or variation of its powers and duties.

Applications to the Superintendent of Financial Services of Ontario

11. **THIS COURT ORDERS** that HCPH is authorized to apply to the Superintendent of Financial Services of Ontario (the "**Superintendent**") for consent to transfer $77,789 as at June 30, 2004 (plus interest at the net rate of return of the fund, as appropriate) from the pension fund of the Sterling Newspapers Company Pension Plan for Employees of Newspapers Formerly Owned by Thomson Newspapers, Registration No. 1024744 to the pension fund of the Hollinger Canadian Publishing Holdings Co. Pension Plan for the Employees of Newspapers Formerly Owned by Thomson Newspapers, Registration No. 1033786 (the "**Thomson Plan**").

12. **THIS COURT ORDERS** that HCPH is authorized to take all necessary steps in order to make application for the Superintendent's consent to transfer assets in the amount of $214,942.95 as at January 1, 2001 (plus investment earnings less appropriate deductions and adjustments to the date of transfer) from the Thomson Plan to the CanWest Pension Plan for Vancouver Island Employees, B.C. Registration No. 086435, representing the value of defined contribution account balances of certain former members of the Thomson Plan whose employment was transferred to CanWest Global Communications Corporation effective January 1, 2001.

Approval of Activities

13. **THIS COURT ORDERS** that HCPH is authorized to sell all or part of its asset backed commercial paper holdings ("**ABCP**") in accordance with the procedure described by the Monitor in the Monitor's Third Report and HCPH, in consultation with the Monitor, may elect to effect such sale by the filing of a Monitor's certificate setting out the name of the purchaser (the "**Purchaser**"), the ABCP sold and the purchase price and certifying that the purchase price has been received. Upon the filing of the Monitor's certificate, all of HCPH's rights, title and interest in and to the ABCP sold shall vest absolutely in the Purchaser, free and clear of any and all estates, rights, titles, interests, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, encumbrances or other rights, limitations or restrictions of any nature whatsoever whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, whether liquidated, unliquidated or contingent, by or of all persons or entities of any kind whatsoever, including, without limitation, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations.

14. **THIS COURT ORDERS** that the Monitor is authorized and directed to accept and receive Personal Information Statements, which were distributed in accordance with the Order of April 15, 2010, up to the date of this Order.

15. **THIS COURT ORDERS** that the Restructuring Claims Bar Date (as defined in this Court's Claims Procedure Order, dated April 15, 2010 (the "**Claims Procedure Order**")) for any Restructuring Claim (as defined in the Claims Procedure Order) arising after May 15, 2010 from or caused by any action taken by the Applicant from and after such date in connection with the restructuring, termination, disclaimer or repudiation of any contract, lease, employment agreement, or other arrangement or agreement of any nature whatsoever, whether oral or written, and any amending agreement related thereto in existence as at the Filing Date or other obligation incurred by the Applicant before the Filing Date (collectively "**Contracts**"), shall be and is hereby established as 5:00 p.m. (Eastern Standard Time) on the thirtieth (30th) day following the date on which an applicable notice of such restructuring, termination, disclaimer or repudiation of any Contract is sent by the Applicant to the applicable Creditor, and all applicable provisions

of the Claims Procedure Order (including, but not limited to paragraphs 10 and 11) shall continue to govern any such Restructuring Claims arising after May 15, 2010.

16. **THIS COURT ORDERS** that the Monitor's Third Report and all of the activities described 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 __, 2010, are hereby approved in their entirety.

SCHEDULE "A"

August •, 2010

Re: Hollinger Canadian Publishing Holdings Co. – CCAA Proceedings and Appointment of Representative Counsel for Registered Pension Plan Members

Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List), (the "**Court**") made on December 10, 2009 (the "**Initial Order**"), Hollinger Canadian Publishing Holdings Co ("**HCPH**") commenced court-supervised restructuring proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA**"). Under the Initial Order, the Court appointed Ernst & Young Inc. as the monitor of HCPH (the "**Monitor**") and the Court appointed the law firm Koskie Minsky LLP ("**Koskie**") as representative counsel ("**Representative Counsel**") to act on behalf of all members and beneficiaries of the post-employment and post-retirement benefits ("**OPEB Benefits**"), other than registered pension plan benefits. Under the terms of Initial Order, Koskie was not appointed to represent individuals with respect to the registered pension plans (the "**Pension Plans**").

In its CCAA proceedings, HCPH has, under the supervision of the Court and the Monitor and with the input of Representative Counsel, continued to provide, on an interim basis, existing benefits to beneficiaries of its pension and benefit plans (the "**Plan Members**"), thereby avoiding any sudden interruption in benefits that could otherwise potentially affect former employees, retirees and others receiving them.

During the course of its CCAA proceedings, HCPH has been and continues to consult regularly with Representative Counsel on issues relating to Plan Members. As HCPH works toward a permanent solution with respect to the future of the pension and benefit plans, it has been determined that it would be helpful to have Representative Counsel represent the interests of Plan Members in respect of registered pension plans in addition to the OPEB Benefits. Accordingly, on July •, 2010, HCPH sought and obtained an order of the Court (the "**July •, 2010 Order**") appointing Koskie as Representative Counsel to act on behalf of all members and beneficiaries of the Pension Plans in addition to Koskie's existing Court-ordered mandate to act as Representative Counsel on behalf of all Plan Members in respect of issues relating to OPEB Benefits.

However, if you have not previously submitted an Opt-Out Notice pursuant to the Initial Order and you wish to be represented by Koskie as Representative Counsel in respect of the Pension Plans of which you are a member or beneficiary, no further action is required on your part as the July •, 2010 Order automatically appoints Koskie as your Representative Counsel in respect of such Pension Plans. As the Initial Order requires HCPH to pay all reasonable professional fees and expenses of Representative Counsel, you will not be required to pay legal fees for Koskie's role as your Representative Counsel in HCPH's CCAA proceedings.

If you have previously submitted an Opt-Out Notice pursuant to the Initial Order and had not withdrawn such Opt-Out Notice as of on July •, 2010, and you now wish to be represented by Koskie Minsky LLP as Representative Counsel in respect of the Pension Plans, you must, by no later than August 31, 2010, send written notice to the Monitor and Representative Counsel by registered mail, fax or email at the addresses set out below, stating that you wish to be represented by Koskie Minsky LLP as Representative Counsel in respect of the Pension Plans.

If you have not previously submitted an Opt-Out Notice pursuant to the Initial Order and do not wish to be bound by the appointment of Koskie Minksy LLP as Representative Counsel in respect of the Pension Plans of which you are a member or beneficiary, you must, by no later than August 31, 2010, send written notice to the Monitor and Representative Counsel by registered mail, fax or email at the addresses set out below, stating that you do not wish to be represented by Koskie Minsky LLP as Representative Counsel in respect of the Pension Plans. Individuals who opt-out and wish to appear in HCPH's CCAA proceedings must obtain independent legal representation or represent themselves before the court, all at their own expense.

Contact information and addresses for delivery (by registered mail, fax or email) of written notices to Representative Counsel and the Monitor are as follows:

Representative Counsel:

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

Fax:
Email: hcph@kmlaw.ca

Tel: (416) 977.8353
Website: www.kmlaw.ca

The Monitor:

Ernst & Young Inc.
Court-appointed Monitor of Hollinger Canadian Publishing Holdings Co.
222 Bay Street
P.O. Box 251
Toronto, ON M5K 1J7

Fax:
Email:

Tel: 1-888-274-4344
Website: www.ey.com/ca/HCPH

Court File No.

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.

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ORDER

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TAB 2

Court File No. 09-8503-00CL

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

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Applicant

APPLICATION UNDER THE *COMPANIES CREDITORS' ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AFFIDAVIT OF DENNIS M. BYRD
(Sworn July 22, 2010)

I, Dennis M. Byrd of the City of Chicago, in the State of Illinois in the United States of America, **MAKE OATH AND SAY:**

1. I am the Chief Restructuring Officer ("CRO") of the Applicant, Hollinger Canadian Publishing Holdings Co. ("HCPH"). I have personal knowledge of the matters to which I herein depose. To the extent that I do not have such personal knowledge and am advised by others who are identified in this affidavit, I believe such information to be true.

2. On December 10, 2009, the Court granted the initial order in these proceedings (the "Initial Order"). A copy of the Initial Order and the associated endorsement of the Honourable Mr. Justice Campbell are attached as Exhibit "A".

3. On January 6, 2010, the Court granted an extension of the stay provided for in the Initial

Order (the "Stay Period") to April 15, 2010 (the "First Extension Order"). A copy of the First Extension Order and the associated endorsement of the Honourable Mr. Justice Campbell is attached as Exhibit "**B**".

4. On April 15, 2010, the Court granted a further extension of the Stay Period to August 16, 2010 (the "Second Extension Order"). A copy of the Second Extension Order and the associated endorsement of the Honourable Mr. Justice Campbell is attached as Exhibit "**C**".

5. To conserve resources, HCPH is requesting the Court's direction and approval on a number of issues to be dealt with at the same time as the stay extension motion, rather than bringing individual motions. In this motion, HCPH is seeking the following relief:

(a) an extension of the stay of proceedings to December 16, 2010;

(b) the expansion of the mandate of Representative Counsel, Koskie Minsky LLP to act as counsel for all members and beneficiaries of the Pension Plans (as defined in the Affidavit of Thomas L. Kram sworn December 8, 2009 (the "**Kram Affidavit**") in these proceedings;

(c) authorization to apply to the Superintendent of Financial Services of Ontario for:

(i) consent to transfer $77,789 as at June 30, 2004, plus interest at the net rate of return of the fund as appropriate, from the pension fund of the Sterling Newspapers Company Pension Plan for Employees of Newspapers Formerly Owned by Thomson Newspapers ("**Sterling Plan**") to the pension fund of the Hollinger Canadian Publishing Holdings Co. Pension Plan for the Employees of Newspapers Formerly Owned by Thomson Newspapers ("**Thomson Plan**");

(ii) consent to transfer certain defined contribution assets from the Thomson Plan to the CanWest Pension Plan for Vancouver Island Employees, B.C. in respect of certain former members of the Thomson Plan who transferred to employment with CanWest Global Communications Corporation as part of a prior transaction;

(d) authorization to sell all or part the asset backed commercial paper MAV II replacement note ("**ABCP**") holdings of HPCH in accordance with a procedure to be prescribed by the Monitor;

(e) authorization for the Monitor to accept Personal Information Statements up to the date of the return of the within motion; and

(f) establishing the Restructuring Claims Bar Date (as defined in the Claims Procedure Order made on April 15, 2010 (the "**Claims Procedure Order**")) for Restructuring Claims arising after May 15, 2010 as 5:00 p.m. on the 30th day following the date on which notice is sent by HCPH to an applicable Creditor in respect of the restructuring, termination, disclaimer or repudiation of a contract, lease, employment agreement, or other arrangement or agreement of any nature whatsoever, whether oral or written, and any amending agreement related thereto in existence as at the Filing Date or other obligation incurred by the Applicant before the Filing Date (collectively, "**Contracts**").

ACTIVITIES OF THE CRO AND NEED FOR STAY EXTENSION

6. Since the granting of the Second Extension Order, HCPH, with the oversight of the Monitor, has worked diligently to continue to administer its pension and other post-retirement plans (collectively, the "**Plans**") in accordance with the Initial Order, respond to enquiries from members of the Plans, implement the Initial Order and subsequent orders of this Court and work toward compiling the necessary information for the establishment of a long term plan to address HCPH's liabilities, including the Plans. Specific tasks undertaken since the date of the Second Extension Order include, *inter alia*:

(a) processing certain 'non status quo' pension payments pursuant to the Second Extension Order;

(b) carrying out work in connection with the Retiree Audit Survey Process (as defined in the Second Extension Order), including preparation of an updated master list of Plan Members for delivery to the Monitor and continuing efforts to locate Plan members for whom HCPH has no contact information;

(c) carrying out work in connection with the Claims Procedure (as set out in the Claims Procedure Order), including preparation of an updated list of unsecured creditors for delivery to the Monitor;

(d) assisting the Monitor with the review of information and amendments noted by Plan members in returned Personal Information Statements (pursuant to the Second Extension Order);

(e) completing a settlement with Hollinger International Publishing Inc. regarding the cash collateral that supported the HCPH letter of credit as described in the Kram Affidavit, pursuant to which HCPH received US$50,000 of such cash collateral;

(f) filing updated actuarial valuation reports for the Thomson Plan and Sterling Plan, which are expected to facilitate a reduction in the required contributions during 2010;

(g) initiating negotiations with the landlord at 20 Toronto Street in relation to an extension of the HCPH office lease;

(h) notifying the investment manager and trustees of the Pacific Press LTD trust, in accordance with the Claims Procedure Order, that HCPH was disclaiming any and all obligations of HCPH under and in relation to the trust;

(i) securing a reimbursement from the Southam LTD trust fund of $261,588.71 in benefit payments made to plan members by HCPH;

(j) working toward resolution of issues relating to the Southam LTD trust and ongoing litigation matters;

(k) assisting KPMG in completing pension fund audits for 2006 through 2009 and addressing other outstanding pension related filings;

(l) contacting Northern Trust Global Advisors regarding immunization of assets of the Sterling Plan and revision of the Statement of Investment Policies and Procedures;

(m) participating in discussions with OPEB service providers regarding options available in relation to the various plans and working with Representative Counsel and the Monitor in considering same;

(n) working with the Monitor regarding current valuation of the ABCP held by HCPH and a process for selling same to realize value for HCPH and its creditors;

(o) addressing enquiries from Canada Revenue Agency ("CRA") assisting with CRA payroll audit and attending to corporate and tax filing matters;

(p) filing on Annual Information Return for 2009 with the BC Financial Institutions Commission for the Sterling Plan;

(q) addressing numerous enquiries from, and attending to issues relating to Plan Members and consulting with the Monitor and Representative Counsel in respect thereof; and

(r) attending to the ongoing administration of HCPH and the Plans.

7. Together with the Monitor and in consultation with Representative Counsel, HCPH continues to work on the development of a long term plan to address HCPH's liabilities, including the Plans. The ongoing fact finding and administrative "clean-up" regarding the Plans, including completion of the Retiree Audit Survey Process, is a necessary and important step in understanding and addressing all of HCPH's liabilities in a long term plan.

EXPANSION OF MANDATE OF REPRESENTATIVE COUNSEL

8. The Initial Order, at paragraphs 50 through 59, provides for the appointment of Koskie Minsky LLP ("**Koskie Minsky**") to act as representative counsel ("**Representative Counsel**") in respect of all members and beneficiaries of the "OPEB Plans". The OPEB Plans was defined as the two unfunded retirement plans and certain other post-employment benefit plans.

9. In addition to the OPEB Plans, HCPH has six registered pension plans (the "**Pension Plans**"). The OPEB Plans and Pension Plans are collectively referred to as the Plans.

10. The Pension Plans are the Retirement Plan, Windsor Star Plan, Thomson Plan, Sterling Plan, Hollinger Sterling Plan and Journal Plan, all as defined in the Kram Affidavit.

11. I am advised by counsel that over the past several months, Representative Counsel has received communications and enquiries from members of the Pensions Plans, on which Representative Counsel has not been able to provide specific advice to those members due to Representative Counsel's mandate being limited to the OPEB Plans.

12. While Koskie Minsky was initially appointed Representative Counsel only in respect of the OPEB Plans, after discussions with the Monitor and Representative Counsel, it has been

determined that it would be beneficial to have Koskie Minsky appointed to also represent the interests of the members and beneficiaries of the Pension Plans. Since Koskie Minsky has been engaged from the commencement of HCPH's CCAA proceedings, it is aware of issues in relation to HCPH's CCAA proceedings and the Plans and is therefore well suited to act as Representative Counsel for the members and beneficiaries of the Pension Plans.

13. In the circumstances, HCPH proposes appointment by this Honourable Court of Koskie Minsky to act as Representative Counsel to the members and beneficiaries of Pension Plans in addition to their current mandate of acting as Representative Counsel to the members and beneficiaries of the OPEB Plans. While members of the Pension Plans could individually retain their own counsel, retainer of Representative Counsel to represent the aligned interests of the members and beneficiaries under the Pension Plans will assist in the development of the long-term plan of arrangement to address the liabilities of HCPH, including those related to the Pension Plans and OPEB Plans.

14. As was the case with the OPEB Plans, HCPH proposes that the beneficiaries of the Pension Plans be provided an opportunity to opt-out of representation by Koskie Minsky and individually retain their own counsel if they so desire. To this end, the Monitor will post a notice, substantially in the form attached as Schedule "A" to the Order requested in this Motion, informing Plan Members of the appointment of Koskie Minsky as Representative Counsel for Pension Plan members, and providing that any individual Pension Plan member who does not wish to be represented by Representative Counsel may opt out by sending written notice to the Monitor and Representative Counsel by August 31, 2010. In addition, any individual who previously submitted an Opt-Out Notice (as defined in the Initial Order) in respect of representation by Representative Counsel pertaining to the OPEB Plans will not be represented

by Representative Counsel in respect of the Pension Plans unless such individual provides written notice to the Monitor and Representative Counsel indicating that he/she wishes to be so represented.

APPLICATIONS TO THE SUPERINTENDENT OF FINANCIAL SERVICES OF ONTARIO

15. It has been discovered that, in 2004, administrative expenses totaling $77,789 were inadvertently paid by the Thomson Plan that should have been paid from the Sterling Plan.

16. To rectify this error, HCPH proposes to apply to the Superintendent of Financial Services of Ontario for consent to the transfer of $77,789 from the Sterling Plan to the Thomson Plan along with interest at the net rate of return of the fund from June 30, 2004.

17. Pursuant to the Transaction Agreement among HCPH, CanWest Global Communications Corporation ("**CanWest**") and others, as defined and more particularly described in the Kram Affidavit, active employees of various newspapers then owned by HCPH were transferred to CanWest together with the acquisition of the newspapers effective January 1, 2001.

18. Although the transfer of defined benefit assets and liabilities from the Thomson Plan associated with certain of such employees has already taken place following receipt of regulatory approval, HCPH's actuaries have advised that there remain certain defined contribution assets and liabilities associated with transferred employees in the Thompson Plan.

19. To complete the pension asset transfers, HCPH proposes to apply to the Superintendent of Financial Services of Ontario for consent to transfer $214,942.95 as at January 1, 2001 representing the value of the defined contribution account balances for certain transferred employees as at December 31, 2000, plus investment earnings to the transfer date, less any

applicable investment or administrative fees and further adjusted for any payments of defined contribution account balances in respect of any transferred employees who terminated employment, retired or died after December 31, 2000 and before the transfer date, to the CanWest Pension Plan for Vancouver Island Employees, B.C. Registration No. 086435. This will transfer the administration of the defined contribution account balances in question to the pension plan now responsible for the subject employees.

ESTABLISHING THE RESTRUCTURING CLAIMS BAR DATE

20. Pursuant to the Claims Procedure Order, any Creditor with a Restructuring Claim (as defined in the Claims Procedure Order) arising before May 15, 2010 was required to file a proof of claim in respect of that Restructuring Claim prior to the Claims Bar Date of June 18, 2010.

21. Since HCPH's CCAA Proceedings are ongoing, the Claims Procedure Order anticipated that there could be Restructuring Claims arising after May 15, 2010 as a result of the restructuring, termination, disclaimer or repudiation of any Contract (as defined above) by HCPH after that date. Accordingly, the Claims Procedure Order provided that any person asserting a Restructuring Claim which arises after May 15, 2010 is required to file a Proof of Claim with the Monitor on or before a Restructuring Claims Bar Date to be established by further order of this Honourable Court.

22. In order to minimize costs and provide for a fair and efficient claims process in respect of restructuring claims, the requested Order contemplates that the Restructuring Claims Bar Date be 5:00 p.m. on the day that is the 30th day following the date on which an applicable notice of the restructuring, termination, disclaimer, or repudiation of any Contract is sent by HCPH to the applicable creditor. Such a "floating" Restructuring Claims Bar Date will allow for a sufficient

time for an applicable creditor to assert its Restructuring Claim while at the same time avoiding the need and expense of bringing a motion to establish a new Restructuring Claims Bar Date each time a Contract repudiation notice is sent by HCPH.

OTHER REQUESTED AUTHORIZATIONS

23. As described in the Kram Affidavit, HCPH continues to hold certain ABCP. HCPH has been working with the Monitor on an appropriate time and method in which to dispose of HCPH's ABCP holdings and has determined that as part of the efforts to identify and realize upon the assets of HCPH, it would be appropriate to engage in a marketing process for purposes of liquidating all or part of the ABCP holdings and unlock the value of that ABCP for the benefit of HCPH and its creditors. The Monitor has considerable experience with the ABCP market and, accordingly, HCPH is seeking this Honourable Court's authorization to sell the ABCP held by it, with the assistance of the Monitor.

24. Pursuant to the Second Extension Order, Personal Information Statements were distributed to Plan Members. The Personal Information Statements were to have been returned to the Monitor by June 18, 2010. I have been advised by the Monitor that several Personal Information Statements were returned by plan members late. In the circumstances, as HCPH and the Monitor are still in the process of processing the Personal Information Statements that have been submitted and no prejudice would result from the acceptance of Personal Information Statements that were filed after June 18, 2010 but prior to the date of this Motion, HCPH and the Monitor are requesting this Honourable Court's authorization to accept the late filed Personal Information Statements which have been filed prior to the date of this motion.

25. I swear this affidavit in support of the within motion requesting an extension of the stay

imposed by the Initial Order, as extended by the First Extension Order and Second Extension Order, and for the other relief set out herein, and for no other or improper purpose.

SWORN BEFORE ME at the City of Chicago, in the State of Illinois this 22nd day of July 2010.	)))))))	
A commissioner of oaths, etc.		Dennis M. Byrd

JENNIFER M. STREFF
MY COMMISSION EXPIRES
FEBRUARY 26, 2011
NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS

TAB A

THIS IS EXHIBIT "A" REFERRED TO IN

THE AFFIDAVIT OF DENNIS M. BYRD

SWORN BEFORE ME THIS 2nd DAY

OF JULY, 2010

Jennifer M Streff

A Commissioner for Taking Oaths, etc.

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
JENNIFER M. STREFF
MY COMMISSION EXPIRES
FEBRUARY 26, 2011

Court File No. 09-8503-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE MR.	) THURSDAY, THE
JUSTICE CAMPBELL	)
	) 10th DAY OF DECEMBER, 2009

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT IN THE MATTER OF HOLLINGER CANADIAN PUBLISHING HOLDINGS CO.

APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

INITIAL ORDER

THIS APPLICATION, made by Hollinger Canadian Publishing Holdings Co. (the "**Applicant**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Thomas L. Kram, sworn December 8, 2009 (the "**Kram Affidavit**"), and the Exhibits thereto, the consent of Ernst & Young Inc. to act as the Monitor (the "**Monitor**"), the consent of Dennis Byrd to act as chief restructuring officer, the consent of Koskie Minsky LLP to act as representative counsel and on hearing the submissions of counsel for the Applicant,

SERVICE

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

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. **THIS COURT ORDERS** that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**") in accordance with the CCAA.

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property. The Applicant shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the engagement of Marianne Desaulniers, Fey Kakaroukas and Bina Benoit by the Applicant as Assistants in accordance with the retention agreements entered into between such persons and the Applicant, as may be modified or amended between the Applicant and such Assistants in consultation with the Monitor (as defined below), is hereby authorized and approved.

6. **THIS COURT ORDERS** that, subject to paragraphs 46 and 47, the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee benefits (including, without limitation, employee and retiree medical, dental, disability, life insurance and similar benefit plans or arrangements, employee assistance programs, other retirement benefits and employee and employer current service, special and other contributions and payments in respect of pensions), vacation pay, bonuses and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicant following the date of this Order.

8. **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

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

9. **THIS COURT ORDERS** that until a real property lease is disclaimed or resiliated in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any arrears relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances

upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA, have the right to:

(a) permanently or temporarily cease, downsize or shut down any of its business or operations and to dispose of redundant or non-material assets not exceeding $250,000 in any one transaction or $1,000,000 in the aggregate;

(b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the Applicant and such employee, or failing such agreement, to deal with the consequences thereof in the Plan; and

(c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the "**Restructuring**").

12. **THIS COURT ORDERS** that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicant disclaims or resiliates the lease governing such leased premises in accordance with Section 32 of the

CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

13. **THIS COURT ORDERS** that if a notice of disclaimer or resiliation is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicant of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

14. **THIS COURT ORDERS** that until and including January 8, 2010, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of

the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) exempt the Applicant from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

16. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence, sub-licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

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

18. **THIS COURT ORDERS** that as and from the date of this Order, neither Chicago Newspaper Liquidation Corp. (formerly Sun-Times Media Group, Inc.) ("**STMG**") nor any of

the other shareholders of the Applicant, nor any of the officers, directors or employees of STMG or of any such other shareholders shall have any authority or responsibility for any action or decision taken by or in respect of the Applicant, its Business or its Property.

19. **THIS COURT ORDERS** that the Applicant is hereby authorized and directed to enter into a transition services agreement substantially in the form attached as Exhibit P to the Kram Affidavit (the "**TSA**") and that the TSA and the actions required of the Applicant thereunder are hereby authorized and approved.

NON-DEROGATION OF RIGHTS

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

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

21. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant, including any person who manages or supervises the management of the business or affairs of the Applicant or is deemed by law to be a director or officer of the Applicant (referred to collectively as the "**directors and/or officers**") with respect to any claim against the directors and/or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors and/or officers are alleged under any law to be liable in their capacity as directors and/or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

APPOINTMENT OF MONITOR

22. **THIS COURT ORDERS** that Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

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

(a) monitor the Applicant's receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) assist the Applicant, to the extent required by the Applicant, in connection with the Pension and Benefits Plans (as defined below) and the Pension and Benefits Payments and Contributions (as defined below);

(d) advise the Applicant in its development of the Plan and any amendments to the Plan;

(e) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;

(g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;

(h) assist the Applicant in pursuing offers for material parts of the Business or Property, in whole or in part, as contemplated in paragraph 11 of this Order; and

(i) perform such other duties as are required by this Order or by this Court from time to time.

24. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof, and nothing in this Order shall cause the Monitor to be deemed to be an employer of any of the Applicant's employees or an employer in respect of any of the Pension and Benefit Plans.

25. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

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

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

28. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly (or such other interval as may be mutually agreed) basis and, in addition, the Applicant is hereby authorized to pay retainers to the Monitor, counsel to the Monitor, and counsel to the Applicant, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

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

30. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, the Applicant's counsel and Representative Counsel (as defined below) shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $750,000, as security for their professional fees and

disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 39 and 41 hereof. The priority of the Administration Charge and the provisions of this Order relating thereto shall survive any bankruptcy of the Applicant and shall be binding upon any trustee in bankruptcy, receiver or like person appointed in respect of any of the Applicant or the Property.

APPOINTMENT OF CHIEF RESTRUCTURING OFFICER

31. **THIS COURT ORDERS** that the agreement (the "**CRO Agreement**"), substantially in the form attached as Exhibit "O" to the Kram Affidavit, to engage Dennis Byrd ("**Byrd**") as the chief restructuring officer ("**CRO**") of the Applicant and the engagement of Byrd as the CRO in accordance with the CRO Agreement are hereby authorized and approved, effective immediately upon the making of this Order.

32. **THIS COURT ORDERS** that, in addition to the powers, duties and responsibilities set out in the CRO Agreement, the CRO shall, subject in all cases to prior approval of the Monitor or order of this Court, have and exercise the following powers, duties and responsibilities, together with such additional or other powers, responsibilities and duties as hereafter may be approved by the Monitor, or as may be ordered by this Court:

(a) to assist the Monitor as requested from time to time in connection with its duties and responsibilities, including without limitation, (i) in securing the books and records of the Applicant, (ii) by providing to the Monitor information and copies of documents (if in the possession or control of the Applicant) relating to the Applicant, including without limitation, relating to its operations, its former employees, its retirees, its pension and benefit plans, and its assets and liabilities, and (iii) in responding to enquiries from creditors, former employees, retirees and other persons in relation to the Applicant;

(b) to, on behalf of the Applicant, retain and terminate such Assistants as it considers necessary and appropriate to assist the Applicant or the CRO in the performance of its duties, on such terms as may be approved by the Monitor or this Court, and may provide instructions and directions to any and all Assistants, counsel and advisors retained by the Applicant;

(c) to provide such assistance to the Applicant in the administration of the Pension and Benefits Payments and Contributions (as defined below) as is consistent with the manner in which such Pension and Benefits Payments and Contributions were administered prior to the date of this Order, but as modified or amended pursuant to this Order or as may be may be modified by further Order of this Court;

(d) to assist the Applicant in the administration of the Applicant's Business, including causing the Applicant to pay accounts for goods or services rendered to the Applicant from and after the date of this Order and approved by the Monitor or this Court;

(e) to approve and execute any and all agreements, documents, instruments, cheques, wire payments and transactions and to take such actions and steps on behalf of the Applicant to cause the Applicant to do all things authorized and directed by this Order or as may be approved by the Monitor or further Order of this Court;

(f) to file, on behalf of the Applicant, one or more Plans, for approval by one or more classes of the Applicant's creditors; and

(g) to seek the direction of this Court at any time and from time to time with respect to any matter relating to its duties and responsibilities and the exercise of its powers or otherwise in relation to the Applicant.

33. **THIS COURT ORDERS** that the CRO shall be paid by the Applicant for all services rendered pursuant to the CRO Agreement and this Order in accordance with the terms of the CRO Agreement.

CRO INDEMNITY AND CHARGE

34. **THIS COURT ORDERS AND DIRECTS** that the CRO shall not incur any liability or obligation as a result of the performance of his duties or his engagement as contemplated hereunder, save and except for any liability or obligation found by this Court to have arisen

from gross negligence or wilful misconduct on his part, and that no action or proceedings may be commenced against the CRO, except with the prior leave of this Court obtained on at least twenty-one (21) days' notice to the Applicant, the CRO and the Monitor.

35. **THIS COURT ORDERS** that, without diminishing any rights of the CRO to indemnification or insurance under any insurance policy, by-law, resolution, agreement or otherwise at law, the Applicant shall indemnify the CRO from any and all claims, losses, damages, costs, charges and expenses which the CRO sustains or incurs by reason of or relating to the exercise of any power or authority or in the performance of any responsibility, duty or obligation in his capacity as CRO, save and except to the extent of any loss found by the Court to have been caused by any gross negligence or wilful misconduct on his part (the "**CRO Indemnity**").

36. **THIS COURT ORDERS** that the CRO shall be entitled to the benefit of and is hereby granted a charge (the "**CRO Charge**") on the Property as security for (i) the CRO's fees and disbursements incurred in accordance with the terms of the CRO Agreement and (ii) the CRO Indemnity. The CRO Charge shall have the priority set out in paragraphs 39 and 41 of this Order. The CRO Indemnity and CRO Charge shall be in addition to any coverage available to the CRO and the Applicant under any insurance policy and nothing in this Order shall absolve, reduce or diminish the obligation of any insurer to provide any payment or coverage under any insurance policy.

37. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, no insurer shall be entitled to be subrogated to or claim the benefit of the CRO Charge.

38. **THIS COURT ORDERS** that the CRO Indemnity and CRO Charge and the provisions of this Order relating thereto shall survive any bankruptcy of the Applicant and shall be binding upon any trustee in bankruptcy, receiver or like person appointed in respect of any of the Applicant or the Property.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

39. **THIS COURT ORDERS** that the priorities of the Administration Charge and the CRO Charge (collectively, the "**Charges**") as among them, shall be as follows:

First, the Administration Charge, to the maximum amount of $750,000; and

Second, the CRO Charge.

40. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

41. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

42. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, either of the Charges, unless the Applicant also obtains the prior written consent of the Monitor and the beneficiaries of the Charges, or further Order of this Court.

43. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or

(e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

(a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by the creation of the Charges; and

(c) the payments made by the Applicant pursuant to this Order and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable, voidable or reviewable transactions under any applicable law.

44. **THIS COURT ORDERS** that any Charge created by this Order over leases or real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

INTERIM ADMINISTRATION OF THE PENSION AND BENEFIT PLANS

45. **THIS COURT ORDERS** that the Applicant shall continue to act as the administrator of all of its pension and benefits plans (the "**Pension and Benefits Plans**"), subject to the supervision and overview of the CRO and the Monitor and subject to this and any further Orders of this Court from and after the date hereof.

46. **THIS COURT ORDERS** that any persons or entities performing administrative or payment functions in respect of the Pension and Benefits Plans ("**Administrative Entities**") are authorized and directed to continue acting in their current capacity and to continue performing such administrative and payment functions, provided that from and after the date of this Order (i) reports of all contributions and payments made in respect of each of the Pension and Benefits Plans shall be provided to the Applicant and the Monitor on the same

periodic basis as such reports are currently generated; (ii) all contributions and payments in respect of the Applicant's non-registered Pension and Benefits Plans shall require the prior approval of the Monitor; (iii) all contributions by the Applicant in respect of the Thomson Plan, the Sterling Plan, the Hollinger Sterling Plan and the Journal Plan (all as defined in the Kram Affidavit) shall require the prior approval of the Monitor.

47. **THIS COURT ORDERS** that until further order of this Court, the Applicant, together with any Administrative Entities on the Applicant's behalf, shall continue to make payments to the members or beneficiaries of the Pension and Benefits Plans and contributions to the Pension and Benefits Plans, as the case may be, as prescribed by the terms of the Pension and Benefits Plans, applicable legislation and as amended or modified by this Order or any subsequent orders of this Court (the "**Pension and Benefits Payments and Contributions**").

48. **THIS COURT ORDERS AND DECLARES** that any and all Pension and Benefits Payments and Contributions made from and after the date of this Order in respect of any non-registered Pension and Benefits Plans shall (unless otherwise provided for in the Plan or further Order of this Court) be credited against the ultimate entitlements of each member or beneficiary under such Pension and Benefits Plans pursuant to any final resolution or restructuring approved by this Court or in any bankruptcy of the Applicant.

49. **THIS COURT ORDERS AND DECLARES** that any and all Pension and Benefits Payments and Contributions made by the Applicant or an Administrative Entity in accordance with this Order do not and will not constitute fraudulent preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable, voidable or reviewable transactions under any applicable law.

PENSION AND BENEFIT PLANS - REPRESENTATIVE COUNSEL

50. **THIS COURT ORDERS** that Koskie Minsky LLP ("**Representative Counsel**") is hereby appointed as counsel for all members and beneficiaries of the OPEB Plans (as defined in the Kram Affidavit) in these proceedings for or in respect of any issues affecting the members and/or beneficiaries of the OPEB Plans in these proceedings.

51. **THIS COURT ORDERS** that the Applicant shall provide to Representative Counsel, without charge:

(a) the names, last known addresses and last known e-mail addresses (if any) of all of the members of the OPEB Plans, as well as applicable data regarding their entitlements, only to be used for the purposes of these proceedings and subject to confidentiality arrangements satisfactory to the Applicant and Monitor and applicable privacy laws; and

(b) upon request of Representative Counsel, such documents and data as may be relevant to matters relating to the issues in these proceedings including documents and data pertaining to the OPEB Plans, including available financial and actuarial information regarding the funding and investments of the OPEB Plans.

52. **THIS COURT ORDERS** that Representative Counsel may, with prior approval of the Monitor and the Applicant or further order of this Court, retain such actuarial and other advisors and assistants as may be necessary in connection with its duties as Representative Counsel.

53. **THIS COURT ORDERS** that all reasonable professional fees and disbursements that may be incurred by Representative Counsel and in respect of its advisors and assistants retained pursuant to paragraph 52 above shall be paid by the Applicant on a monthly basis, forthwith upon the rendering of accounts to the Applicant. In the event of any disagreement regarding such fees and disbursements, such disagreement may be remitted to this Court for determination.

54. **THIS COURT ORDERS** that Representative Counsel is authorized to take all steps and to do all acts necessary or desirable to carry out the terms of this Order, including dealing with any Court, regulatory body and other government ministry, department or agency, and to take all such steps as are necessary or incidental thereto.

55. **THIS COURT ORDERS** that any individual member of the OPEB Plans who does not wish to be represented by Representative Counsel in these proceedings shall, within 30 days of publication of notice of the appointment of Representative Counsel pursuant to

paragraph 59(b) below, notify the Monitor and Representative Counsel, in writing, by delivering an executed copy of the opt-out form attached to the Plan Members Notice (as defined below) by facsimile or registered mail (the "**Opt-Out Notice**"), and shall thereafter not be bound by the actions of Representative Counsel and shall represent themselves or be represented by any counsel that they may retain exclusively at their own expense.

56. **THIS COURT ORDERS** that, with the exception of persons who have delivered the Opt-Out Notice to the Monitor and Representative Counsel in accordance with paragraph 55 above, Representative Counsel shall represent and act for all individual members and beneficiaries of the OPEB Plans in these proceedings and such individual members and beneficiaries and any person who may be entitled to claim payments, benefits or reimbursements under any OPEB Plans through such individual members or beneficiaries or because such individuals are members or beneficiaries of any OPEB Plan shall be bound by the actions of Representative Counsel in these proceedings.

57. **THIS COURT ORDERS** that Representative Counsel shall have no liability as a result of their appointment or the fulfilment of their duties in carrying out the provisions of this Order and any subsequent Orders in these proceedings, save and except for any gross negligence or wilful misconduct on their part and that no action or proceedings may be commenced against the Representative Counsel, except with the prior leave of this Court obtained on at least twenty-one (21) days' notice to the Applicant, the Representative Counsel the CRO and the Monitor.

58. **THIS COURT ORDERS** that Representative Counsel shall be at liberty and are authorized at any time to apply to this Court, on proper notice to the Monitor and the Applicant, for advice and directions in the performance or variation of their powers and duties.

SERVICE AND NOTICE

59. **THIS COURT ORDERS** that the Monitor shall:

(a) without delay, publish in the national edition of The Globe and Mail a notice:

(i) containing the information prescribed under the CCAA; and

(ii) of the appointment of Representative Counsel pursuant to this Order, in a form to be agreed upon by Representative Counsel, the Applicant and the Monitor or, failing such agreement, approved by further order of this Court;

(b) within ten days after the date of this Order:

(i) send notice of the making of this Order and the appointment of Representative Counsel pursuant to this Order, substantially in the form attached as Schedule "A" to this Order, to the members of the Pension and Benefits Plans (the "**Plan Members**") by ordinary mail at the address of each such Plan Member as shown on the books and records of the Applicant (the "**Plan Member Notice**");

(ii) post this Order and the Plan Member Notice on the Website (as defined below); and

(iii) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than $1000, other than the Plan Members, and prepare a list showing the names and addresses of such creditors (which, for greater certainty, shall not include the Plan Members) and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

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

61. **THIS COURT ORDERS** that the Applicant, the Monitor, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, in accordance with the E-filing protocol of the Commercial List to the extent practicable, and the Monitor may post a copy of any or all such materials on its website (http://documentcentre.eycan.com) (the "**Website**").

GENERAL

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

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

64. **THIS COURT ORDERS** that this Order and any other Order in these proceedings shall have full force and effect in all provinces and territories in Canada, in the same manner in all respects as if the Order had been made by the court enforcing it, and shall have full force and effect outside Canada.

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

66. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or

administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

67. **THIS COURT ORDERS** that any interested party (including the Applicant, the Monitor and the Representative Counsel) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

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

DEC 10 2009

PER / PAR:

SCHEDULE "A"

December •, 2009

VIA FIRST CLASS MAIL

Dear Sir/Madam:

Re: Hollinger Canadian Publishing Holdings Co. – CCAA Proceedings and Appointment of Representative Counsel

On December •, 2009, Hollinger Canadian Publishing Holdings Co. (formerly •) ("**HCPH**") commenced court-supervised restructuring proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA**"). Ernst & Young Inc. has been appointed by the court as Monitor in HCPH's CCAA proceedings pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on December •, 2009 (the "**Initial Order**").

Several years ago, HCPH sold its various newspaper businesses and, for some period of time, it has had no ongoing business activity. However, it continues to administer post-employment benefits, post-retirement benefits and pension plans for in excess of 3,000 former employees of what once was the Southam newspaper chain. HCPH has commenced CCAA proceedings with a view to implementing arrangements to deal with its remaining assets and liabilities in a fair and orderly manner that takes into account the best interests of all stakeholders.

In its CCAA proceedings, HCPH has sought and obtained permission from the court to continue to provide, on an interim basis, all existing benefits to beneficiaries of its pension and benefit plans (the "**Plan Members**"), thereby avoiding any sudden interruption in benefits that could otherwise potentially affect former employees, retirees and others receiving them.

In addition, as part of the Initial Order HCPH has sought and obtained an order of the court (the "**Representation Order**"), appointing the law firm Koskie Minsky LLP as representative counsel ("**Representative Counsel**") to act on behalf of all Plan Members in respect of issues arising from HCPH's CCAA proceedings that affect the post-employment and post-retirement benefits, other than registered pension plan benefits, of Plan Members ("**OPEB Benefits**"). Under the terms of Initial Order, Koskie Minsky LLP is not appointed to represent individuals with respect to any registered pension plan matters at this time.

As the Representation Order requires HCPH to pay all reasonable professional fees and expenses of Representative Counsel you will not be required to pay legal fees for Koskie Minsky LLP's role as your Representative Counsel in HCPH's CCAA proceedings.

HCPH will be providing Representative Counsel with individual contact information for all Plan Members. Individuals that have received this letter directly from the Monitor do not need to forward their contact information to Koskie Minsky LLP. If you need to for any reason, you can contact Representative Counsel at:

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

Email: hcph@kmlaw.ca
Tel: •
Website: www.kmlaw.ca

If you do not wish to be bound by the Representation Order, you must submit an opt-out letter to the Monitor and the Representative Counsel on or before •, 2009. A form of opt-out letter is attached to this letter for your convenience. Individuals who opt-out and wish to appear in HCPH's CCAA proceedings must obtain independent legal representation or represent themselves before the court, all at their own expense.

For the time-being, your payments under HCPH's pension and benefits plans will continue and **you are not required to take any action**. However, OPEB Benefits are not insured or pre-funded. They are paid from the available assets of HCPH, which may not be sufficient to fully fund all OPEB Benefits over the long-term. As a result, it is possible that your OPEB Benefits may be altered in the future. For this reason, Representative Counsel has been appointed to represent the interests of Plan Members who do not opt-out, in respect of issues arising from HCPH's CCAA proceedings that affect OPEB Benefits.

At this time, Plan Members are not required to file a proof of claim in respect of their OPEB Benefits (or any pension or other claims). A special process may be established for claims, and Plan Members will be notified of such a process if and when it occurs.

Individuals can obtain more information about HCPH's ongoing CCAA proceedings and can view the Initial Order and other public court documents at the Monitor's website. In that regard, as required by the CCAA, the Monitor has prepared and filed with the Court a report on the cash-flow statement filed by HCPH in connection with the Initial Order. That report is available on the Monitor's website. Contact information for the Monitor is as follows:

Ernst & Young Inc.
Court-appointed Monitor of Hollinger Canadian Publishing Holdings Co.
222 Bay Street
P.O. Box 251
Toronto, ON M5K 1J7

Tel: 1-888-274-4344
Website: www.ey.com/ca/HCPH

Court File No.

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.

APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

OPT-OUT NOTICE

Ernst & Young Inc.
Court-appointed Monitor of Hollinger Canadian Publishing Holdings Co.
Ernst & Young Tower
222 Bay Street
P.O. Box 251
Toronto, Ontario M5K 1J7
Attention: •
Tel: •
Fax: •

I, ____________________, am a former employee of Hollinger Canadian Publishing Holdings Co. ("**HCPH**"), and am a member or beneficiary of one or more OPEB Plans (as defined in the Order of Justice • dated •, 2009) (the "**Initial Order**").
Under Paragraph **[55]** of that Order, former employees who do not wish Koskie Minsky LLP (the "**Representative Counsel**") to act as their representative counsel may opt out.
I hereby notify the Monitor that I do not wish to be represented by or bound by the actions of Representative Counsel in these proceedings and will be represented as an independent individual party to the extent I wish to appear in these proceedings. This Notice shall be binding upon me and any person to whom I am related or who may otherwise be entitled to claim payments, benefits or reimbursement under an OPEB Plan under or through me or because I am a member or beneficiary under such OPEB Plan.

______________________ ______________________
Date Signature

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

Court File No. 09-8503-00LL

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

INITIAL 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)

Tel: 416-863-1200
Fax: 416-863-1716

Lawyers for the Applicant

TAB B

THIS IS EXHIBIT "B" REFERRED TO IN

THE AFFIDAVIT OF DENNIS M. BYRD

SWORN BEFORE ME THIS 22nd DAY

OF JULY, 2010

Jennifer M Streff

A Commissioner for Taking Oaths, etc.

NOTARY PUBLIC
OFFICIAL SEAL
STATE OF ILLINOIS
JENNIFER M. STREFF
MY COMMISSION EXPIRES
FEBRUARY 26, 2011

Court File No. 09-8503-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE MR.	) WEDNESDAY, THE
JUSTICE CAMPBELL	) 6th DAY OF JANUARY, 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 IN THE MATTER OF HOLLINGER CANADIAN PUBLISHING HOLDINGS CO.

APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

ORDER
(Stay Extension)

THIS MOTION, made by Hollinger Canadian Publishing Holdings Co. (the "**Applicant**"), for an Order extending the Stay Period referred to in the Initial Order (defined below) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Dennis Byrd sworn January 4, 2010, the First Report of the Monitor dated January 5, 2010 (the "Monitor's Report") and on hearing the submissions of counsel for the Applicant, the Monitor and Representative Counsel,

1. **THIS COURT ORDERS** that the time for service of the 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.

2. **THIS COURT ORDERS** that the Stay Period referred to in paragraph 14 of the Order dated December 10, 2009 (the "Initial Order") is extended to April 15, 2010.

3. **THIS COURT ORDERS** that the Monitor's Report and the monitor's activities described therein are hereby approved and the activities of the Chief Restructuring Officer, described in the affidavit of Dennis M. Byrd sworn January 4, 2010, are hereby approved.

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

JAN 06 2010

PER / PAR: JSN

Joanne Nicoara
Registrar, Superior Court of Justice

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

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)

Tel: 416-863-1200
Fax: 416-863-1716

Lawyers for the Applicant

6 JAN 2010

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

Jan. 6/10

Having read the motion record the first report of the Monitor & heard from Counsel I am satisfied that the stay extension is justified & so approve in terms of the draft order filed & signed.

[illegible signature]

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

MOTION RECORD

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

WSLegal\063914\00001\5705587v1

TAB C

THIS IS EXHIBIT "C" REFERRED TO IN

THE AFFIDAVIT OF DENNIS M. BYRD

SWORN BEFORE ME THIS 22nd DAY

OF JULY, 2010

Jennifer M Streff

A Commissioner for Taking Oaths, etc.

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
JENNIFER M. STREFF
MY COMMISSION EXPIRES
FEBRUARY 26, 2011

THIS IS EXHIBIT "C" REFERRED TO IN

THE AFFIDAVIT OF DENNIS M. BYRD

SWORN BEFORE ME THIS DAY

OF JULY, 2010

A Commissioner for Taking Oaths, etc.

Court File No. 09-8503-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE MR.	) THURSDAY, THE
JUSTICE CAMPBELL	) 15th DAY OF APRIL, 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 IN THE MATTER OF HOLLINGER CANADIAN PUBLISHING HOLDINGS CO.

ORDER
(Stay Extension)

THIS MOTION, made by Hollinger Canadian Publishing Holdings Co. (the "**Applicant**" or "**HCPH**")), for an Order extending the Stay Period referred to in the Initial Order (defined below) and extended by Order of this Court dated January 6, 2010, and for certain other relief, was heard this day at 330 University Avenue, Toronto, Ontario. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Initial Order.

ON READING the Notice of Motion, the affidavit of Dennis M. Byrd sworn April 9, 2010, the Second Report of the Monitor dated April 14, 2010 (the "**Monitor's Second Report**") and on hearing the submissions of counsel for the Applicant, the Monitor and Representative Counsel,

Service

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record and the Factum of the Applicant 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.

Extension of Stay Period

2. **THIS COURT ORDERS** that the Stay Period referred to in paragraph 14 of the Order dated December 10, 2009 (the "**Initial Order**") and extended pursuant to paragraph 2 of the Order dated January 6, 2010, is further extended to August 16, 2010.

Certain Payments Relating to Pension Plans

3. **THIS COURT ORDERS** that HCPH is authorized, but not required, to refund employee contributions (plus interest thereon at the prescribed rate as required by the *Pension Benefits Act* (Ontario) or equivalent legislation in the member's province of employment) made by non-vested members of registered pension plans of HCPH who are entitled, whether before or after the date of this Order, to a refund of such contributions pursuant to the terms of the applicable pension plan and applicable pension legislation and who have not previously received such refunds.

4. **THIS COURT ORDERS** that HCPH is authorized, but not required, to make retroactive lump-sum payments, without interest, in respect of any missed pension payments to any members of registered pension plans or non-registered pension plans of HCPH who were entitled, whether before or after the date of this Order, to receive payments from such registered or non-registered pension plans and who have not previously received such payments, subject to further Order of this Court.

5. **THIS COURT ORDERS** that HCPH is authorized, but not required, to make lump-sum payments (plus interest thereon, if any, as required by the *Pension Benefits Act* (Ontario) or equivalent legislation in the member's province of employment) of the commuted value of a member's pension in respect of any members of registered pension plans of HCPH who are entitled, whether before or after the date of this Order, to a commuted value payment where the amount of the member's benefit does not exceed the statutory threshold permitted for commutation of benefits pursuant to the terms of the applicable pension plan and the *Pension Benefits Act* (Ontario) or equivalent legislation in the member's province of employment and

who have not previously received such payments. For greater certainty, unless otherwise ordered by this Court, HCPH shall not make any commuted value payments in respect of any registered or non-registered pension plans except as permitted above.

HCPH Retirement Plan Cost Certificate and Employer Contributions

6. **THIS COURT ORDERS** that, notwithstanding the requirements of the Ontario *Pension Benefits Act* and regulations thereunder, HCPH and Mercer, as the actuary (the "**Plan Actuary**") of the Hollinger Canadian Publishing Holdings Co. Retirement Plan (the "**HCPH Retirement Plan**") shall not file with the Superintendent of Financial Services an updated cost certificate in respect of the HCPH Retirement Plan and HCPH shall not commence making any employer contributions in respect of the HCPH Retirement Plan during the Stay Period pending further Order of this Court.

Retiree Audit Survey Process

7. **THIS COURT ORDERS** that HCPH, the Monitor and Representative Counsel are hereby authorized and directed to engage in the process set out below (the "**Retiree Audit Survey Process**"), with such modifications as HCPH and the Monitor may deem necessary or advisable, to update and verify HCPH's records in respect of the members of and beneficiaries entitled to receive benefits under HCPH's pension and benefits plans, including registered and unregistered pension and retirement plans and other benefits plans (collectively, the "**Plans**" and all such members of and beneficiaries entitled to receive benefits under any of the Plans collectively referred to as the "**Plan Members**").

8. **THIS COURT ORDERS** that as soon as practicable after the date of this Order, HCPH shall provide to the Monitor a complete list of persons who are Plan Members according to HCPH's books and records (the "**Known Plan Members**"). All persons who have information or records necessary for HCPH to compile the list of Known Plan Members, including the Plan Actuary and any other actuaries or service providers with whom HCPH has contracted to administer or assist with the administration of any of the Plans and who have notice of this Order (collectively, the "**Third Party Service Providers**") are hereby ordered to cooperate forthwith with HCPH and the Monitor and to provide them with such information and records in the

possession or control of such Third Party Service Providers about each Plan Member without requirement to obtain the express consent of the Plan Member to disclose the information to HCPH or the Monitor.

9. **THIS COURT ORDERS** that within five days of receiving the list of Known Plan Members from HCPH, the Monitor shall send to each Known Plan Member, by ordinary prepaid mail at the last known address of such Known Plan Member according to the books and records of HCPH, a copy of the personal information statement (the "**Personal Information Statement**") and accompanying instruction sheet substantially in the form attached as Schedule "**A**" to this Order, setting out the Plan(s) under which such Known Plan Member is a member.

10. **THIS COURT ORDERS** that within ten days of receiving the list of Known Plan Members from HCPH, the Monitor shall also publish a copy of the notice substantially in the form attached as Schedule "**B**" to this Order (the "**Retiree Survey Process Notice**") in the Globe and Mail (National Edition) and the National Post for one Business Day and, within five days of receiving such list of Known Plan Members from HCPH, the Monitor shall post the Retiree Survey Process Notice on the Monitor's website (at www.ey.com/ca/hcph) to notify any Plan Members who may not receive the Personal Information Statement of the Retiree Audit Survey Process.

11. **THIS COURT ORDERS** that any Known Plan Member who disputes any of the information set out in the Personal Information Statement sent to it by the Monitor must file a corrected Personal Information Statement with the Monitor by no later than 5:00 p.m. (Toronto time) on June 18, 2010 in accordance with the instructions set out in the Personal Information Statement and accompanying instruction sheet, failing which all information set out in the Personal Information Statement sent to such Known Plan Member will be deemed to be correct and complete in all respects and may be relied upon for all purposes by HCPH, the Monitor and the Third Party Service Providers, including, without limitation, for certification to the Plan Actuary of the completeness and accuracy of such information for valuation purposes and for determining entitlements and potential claims of Plan Members, and such Plan Member shall be forever barred from asserting any other or additional right, claim or entitlement under or in respect of any Plan

12. **THIS COURT ORDERS** that any person who does not receive a Personal Information Statement from the Monitor and who believes that he or she is a Plan Member may obtain a copy of the Personal Information Statement and accompanying instruction sheet by contacting the Monitor and file the completed Personal Information Statement with the Monitor by no later than 5:00 p.m. (Toronto time) on June 18, 2010 in accordance with the instructions set out in the Personal Information Statement and accompanying instruction sheet, failing which:

(a) if such person is a Plan Member according to the books and records of HCPH, such Plan Member's information as set out in the books and records of HCPH shall deemed to be correct and complete in all respects and may be relied upon for all purposes by HCPH, the Monitor and the Third Party Service Providers, including, without limitation, for certification to the Plan Actuary of the completeness and accuracy of such information for valuation purposes and for determining entitlements and potential claims of Plan Members, and such Plan Member shall be forever barred from asserting any other or additional right, claim or entitlement under or in respect of any Plan; or

(b) if such person is not a Plan Member according to the books and records of HCPH, such person shall be forever barred from asserting any right, claim or entitlement under or in respect of any Plan, shall not be entitled to any further notice in respect of any Plan and shall not be entitled to participate as a Plan Member in these proceedings, provided however, nothing in this Order shall affect or diminish any right or entitlement of any person relating to any surplus in any registered pension plan pursuant to the *Pension Benefits Act* (Ontario) or equivalent legislation in the applicable province where such pension plan is registered or other applicable law.

13. **THIS COURT ORDERS** that HCPH and the Monitor are authorized to collect and utilize all personal information contained in all Personal Information Statements received by the Monitor for the purposes of these proceedings, including without limitation, to confirm and update HCPH's books and records in respect of the Plans and the Plan Members, and HCPH and the Monitor are authorized to share such personal information with each other, their respective counsel and other professional advisors in connection with these proceedings, the Court-

appointed Representative Counsel in these proceedings, any Third Party Service Providers and any other party that this Court may order. Any personal information about Plan Members shared pursuant to this Order may be used by the recipients of that personal information only to the extent necessary and solely for the purpose of ensuring the accuracy of the personal information for valuation purposes and for determining entitlement and potential claims of Plan Members entitled to benefits under or in respect of any Plans.

14. **THIS COURT ORDERS** that HCPH, with the assistance of the Monitor will review all Personal Information Statements returned to the Monitor and attempt to verify the information set out therein. If HCPH and the Monitor are not able to verify such information, they may request additional information from, and attempt to resolve any discrepancies with, the applicable Plan Member(s) and Representative Counsel and may apply to this Court for resolution of such discrepancies or for further directions of this Court with respect thereto. All persons who have information or records necessary for HCPH and the Monitor to verify such information, including any Third Party Service Providers, shall cooperate with HCPH and the Monitor in providing them with such information and records as may be requested by HCPH or the Monitor.

15. **THIS COURT ORDERS** that the provision of the personal information to HCPH and the Monitor as required by this Order and the use and disclosure of that personal information by HCPH and the Monitor in accordance with the terms of this Order shall be pursuant to this Order and are therefore in compliance with all applicable privacy statutes.

Funds in Bank Accounts

16. **THIS COURT ORDERS THAT** Royal Bank of Canada distribute to the Applicant the net position of bank accounts 06702-143-367-1, 01309-103-125-1, 06702-143-372-1, 06702-143-360-6, 06702-143-364-8 and 06702-143-359-8 held by Royal Bank of Canada, identified as being bank accounts of "Southam Inc", following which those bank accounts are to be closed.

17. **THIS COURT ORDERS THAT** Bank of Montreal distribute to the Applicant all funds currently held by Bank of Montreal in account no. 0001 0002-456 identified as being a bank

account of "The Gazette – a Division of Southam Inc.", following which the bank account be closed.

18. **THIS COURT ORDERS THAT** Royal Bank of Canada and Bank of Montreal are hereby fully released from any and all claims that could or may arise in connection with or in relation to any actions they take in respect of this Order and the funds identified herein or any further action taken in compliance with this Order.

Vue Weekly Litigation

19. **THIS COURT ORDERS THAT** the Applicant is not required to participate, seek standing to participate or otherwise take any action in respect of the appeal being brought by the Attorney General of Canada scheduled to be heard by the Alberta Court of Appeal on May 26, 2010 in the action styled *783783 Alberta Ltd. carrying on business as Vue Weekly* v. *The Attorney General of Canada et al.* and identified as Court File No. 0503 18023 in the Court of Queen's Bench of Alberta, Judicial District of Edmonton.

Approval of Activities

20. **THIS COURT ORDERS** that the Monitor's Second Report and the activities described therein are hereby approved and the activities of the Chief Restructuring Officer, described in the affidavit of Dennis M. Byrd sworn April 9, 2010, are hereby approved.

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

APR 1 5 2010

PER / PAR:

SCHEDULE "A"

READ THIS DOCUMENT FIRST

HOLLINGER CANADIAN PUBLISHING HOLDINGS CO.

IMPORTANT INSTRUCTION SHEET

What is this?

This Personal Information Statement has been sent to you pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated April [15], 2010 (the "April [15] Order"), to confirm information contained in the records of Hollinger Canadian Publishing Holdings Co. ("HCPH") with respect to your participation in one or more pension and/or other post-retirement benefits plans (collectively, the "Plans") currently administered by HCPH.

In accordance with the April [15] Order, HCPH is entitled to rely on the information enclosed for all purposes in HCPH's CCAA Proceedings, including, without limitation, determining your claims or entitlements, if any, in respect of the Plans. Accordingly, it is important that you confirm the accuracy of the information set out below or correct any errors or omissions, and return this form to Ernst & Young Inc. as the Monitor of HCPH (the "Monitor") in accordance with the instructions below, by no later than 5:00 p.m. (EST) on June 18, 2010.

If you do not return this form to the Monitor, the information below will be deemed to be correct and will be relied upon by HCPH in accordance with the April [15] Order. Any changes or corrections you provide relating to the Plans will be subject to verification by HCPH and the Monitor in accordance with the April [15] Order. A copy of the April [15] Order and other public documents relating to these proceedings can be found on the Monitor's website at www.ey.com/ca/hcph.

Ernst & Young Inc.
Court-appointed Monitor of Hollinger Canadian Publishing Holdings Co.
222 Bay Street
P.O. Box 251
Toronto, ON M5K 1J7
Telephone: 1 888 274 4344
Fax: 416 943 3300
Email: hcph.monitor@ca.ey.com
Attention: Franca Mazzulla

In addition, if you have any questions that you wish to discuss with Court-Appointed Representative Counsel, please contact:

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

Email: hcph@kmlaw.ca
Tel: 1-866-545-9917 or 416-595-2161 (then select option 3)
Website: www.kmlaw.ca/case-central/

What is in here?

In order for HCPH to confirm the accuracy of its records and accurately administer and determine potential claims and entitlements relating to the Plans for which you are currently eligible, please review the information enclosed (Personal Information Statement) and if you believe any changes or corrections are required, then complete sections (A), (B), (C) and (D) and ensure that any required corrections to your pension and other benefit plan information, personal data, spousal information and work history are indicated in the appropriate columns. ***Please complete section (B) if you are a member or other recipient of benefits (e.g. a surviving spouse) under any of the Plans listed below.*** Please complete section (E) ***ONLY*** if it applies to you.

The personal information statement (about yourself or, if applicable, your spouse/beneficiaries) which you provide or confirm to the Monitor and HCPH on this form will be used:

- to communicate with you (or your spouse/beneficiaries),
- to administer any post-retirement benefits (including pension benefits) in which you are currently a' participant, arising from your (or your spouse's) employment or former employment with HCPH (or any of its predecessor companies) in accordance with the governing terms of the applicable benefit plans,
- to determine your claims and entitlements, if any, in connection with the Plans, and
- for other purposes in connection with HCPH's CCAA Proceedings.

The personal information statement contained in this form, once finalized, may be shared with HCPH's legal counsel and other professional advisors in connection with the CCAA Proceedings, the Monitor and its counsel, the Court-appointed Representative Counsel, Koskie Minsky LLP, the Court, any actuary retained in connection with the Plans, any third party service providers with whom HCPH has contracted to administer or assist with the administration of the Plans and any other party that the Court may order. If the personal information statement is provided by a Power of Attorney, it will be used for the same purposes and disclosed in the same manner as if the information was provided by the Plan Member.

The Personal Information Statement relates only to your entitlements, if any, under one or more pension and/or OPEB plans administered by HCPH. *OPEB* refers to post retirement benefits other than the registered pension plan(s) in which you are a member and can include such benefits as unfunded pension benefits, medical, dental or life insurance benefits provided during retirement or benefits provided while on long-term disability. *If you believe you have other claims unrelated to a registered pension plan or OPEB plan administered by HCPH, please contact the Monitor at the phone number or email address set out above.*

IN THE MATTER OF HOLLINGER CANADIAN PUBLISHING HOLDINGS CO.

CCAA PROCEEDINGS

PERSONAL INFORMATION STATEMENT

Personal Information Statement for:

«Name»«Address»

Please review the information below and mark any information that is incorrect. Please return this document to the Monitor with either your confirmation or changes by email, fax or mail to the address below, by no later than June 18, 2010 at 5:00 p.m. (EST). If you have any questions, please contact the Monitor at 1-888-274-4344 or email at hcph.monitor@ca.ey.com.

Ernst & Young Inc.
Court-appointed Monitor of Hollinger Canadian Publishing Holdings Co.
222 Bay Street
P.O. Box 251
Toronto, ON M5K 1J7
Fax: 416 943 3300
Attention: Franca Mazzulla

(A) Plans:

HCPH's records indicate that you are a recipient of or entitled to benefits under the following HCPH Plans. Please provide supporting documentation (such as copy of bank statement or correspondence attached to benefit payments received from a plan provider) for any corrections or additions, if applicable:

	Plan Name and Number	**Plan Description**	**Corrections, if any**
Registered Pension Plan			
OPEB (Unfunded Pension Plan)			
OPEB (Other)			
OPEB (Other)			
OPEB (Other)			

OPEB (Other)			

(B) Personal Data:

	Per HCPH's records	Mark an «X» if you agree	Provide Correction to ersonal Data with supporting documentation if HCPH's records are incorrect
Name			
Address			
Phone Number			
Email			
Date of Birth			
Social Insurance Number			
Gender			
Designated Beneficiary per HCPH's records			

(C) Spousal Information (to be completed if you have a spouse who is entitled to receive benefits under one or more of the above-noted Plans as a surviving spouse):

	Per HCPH's records	Mark an «X» if you agree	Provide Correction to Spousal information with supporting documentation if HCPH's records are incorrect
Name of Spouse, if any			
Spouse's Date of Birth			

Surviving Spouse Benefit (Y/N)			
Spouse's Address			
Spouse's Email			
Spouse's Social Insurance Number			

(D) Work History:

	Per HCPH's records	Mark an «X» if you agree	Provide Correction to Work History with supporting documentation information if HCPH's records are incorrect
Employment Status (retired, active, LTD)			
Date of retirement			
Name of Employer at the time of retirement			

(E) Section to be completed only if you are a Power Of Attorney ("POA"):

If, as a holder of a valid power of attorney, you have completed and signed this questionnaire on behalf of the retiree, please print below your full name, address, telephone number, and e-mail address. In addition to this questionnaire, please send us a copy of the power of attorney.

Name	
Address	
Phone Number	
E-mail Address	

(F) Confirmation of Personal Information:

I have read this Personal Information Statement and I confirm that (*check one*):

☐ the information shown above under sections (A), (B), (C) and (D) are accurate; **OR**

☐ I have indicated any required corrections above, in sections (A), (B), (C) and (D); **OR**

☐ if I have provided or confirmed personal information of any spouse or beneficiary on this Personal Information Statement, I have the consent of the spouse or beneficiary to provide the personal information.

Signature	Date

Status (e.g. retiree, surviving spouse, POA, other)

		( )
Signature of witness (other than the spouse or children)	Name of witness (print)	Telephone number of witness

ONE COPY OF THIS FORM MUST BE RETURNED TO THE MONITOR, BY NO LATER THAN 5:00 P.M. (EASTERN STANDARD TIME) ON JUNE 18, 2010

SCHEDULE "B"

HOLLINGER CANADIAN PUBLISHING HOLDINGS CO.

NOTICE OF RETIREE AUDIT SURVEY PROCESS

To: Members of pension and post-retirement benefits plans (the "**Plans**") of Hollinger Canadian Publishing Holdings Co. ("**HCPH**").

Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated April **[15]**, 2010 (the "**April [15] Order**"), Ernst & Young Inc., as the Court-appointed Monitor of HCPH (the "**Monitor**") will be sending members of the Plans administered by HCPH a Personal Information Statement in order to confirm information contained in the records of HCPH with respect to the Plans. Upon receiving the Personal Information Statement, it is important that you review it carefully to confirm that all of the information is correct and that you make any corrections and return the Personal Information Statement to the Monitor in accordance with the instructions set out therein by no later than 5:00 p.m. (Toronto time) on June 18, 2010.

If you are receiving any payments or benefits under one or more Plans administered by HCPH or believe that you are entitled to participate in such Plans and you do not receive a Personal Information Statement, you can obtain a Personal Information Statement by contacting the Monitor at the contact information below and you must return the completed Personal Information Statement to the Monitor in accordance with the instructions set out therein by no later than 5:00 p.m. (Toronto time) on June 18, 2010.

If you do not complete and return a copy of the Personal Information Statement to the Monitor by the deadline set out above, your information as set out in the books and records of HCPH (if such books and records show you as being a member of a Plan) shall be deemed to be correct and complete in all respects and may be relied upon for all purposes by HCPH, the Monitor and HCPH's actuaries and administrators in respect of the Plans, including, without limitation, for certification to the Plan Actuary of the completeness and accuracy of such information for valuation purposes and for determining entitlements and potential claims of members entitled to benefits under or in respect of any of the Plans, and you will be forever barred from asserting any other or additional right, claim or entitlement under or in respect of any Plan. If you do not complete and return a copy of the Personal Information Statement to the Monitor by the deadline set out above and you are not a member of any Plan according to the books and records of HCPH, you will be forever barred from asserting any right, claim or entitlement under or in respect of any Plan, shall not be entitled to any further notice in respect of any Plan and shall not be entitled to participate as a Plan Member in these proceedings.

If you have any questions, please contact the Monitor at:

Tel: 1-888-274-4344
Email : hcph.monitor@ca.ey.com
Fax: : 416 943 3300 (Attention: Franca Mazzulla)

A copy of the April [15] Order and other public documents relating to these proceedings can be found on the Monitor's website at www.ey.com/ca/hcph

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

ORDER
(Stay Extension)

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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.

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AFFIDAVIT OF DENNIS M. BYRD

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Court File No. 09-8503-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

MOTION RECORD

BENNETT JONES LLP
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