Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO **HOLLINGER INC., 4322525 CANADA INC.** and **SUGRA LIMITED**

Applicants

MOTION RECORD
(Returnable December 19, 2014)

December 11, 2014

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TAB 1

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NOTICE OF MOTION
(Re: Distribution Motion and Stay Extension)

THE APPLICANTS will make a motion before a judge presiding over the Commercial List on Friday, December 19, 2012 at 9:00 o'clock in the morning or as soon after that time as the motion can be heard at 330 University Avenue, in the City of Toronto.

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

THE MOTION IS FOR:

1. An Order authorizing the directing the Applicants and Non-Applicants to make the *pro rata* distributions as set out in the Affidavit of the Chief Restructuring Officer of the Applicants and the Non-Applicants sworn December 11, 2013 (the "**Aziz Affidavit**").

2. An Order authorizing the directing the Applicants and Non-Applicants to establish certain reserves as set out in the Aziz Affidavit.

3. An Order authorizing the directing the Applicants to pay the Bonuses as set out in the Aziz Affidavit.

4. An Order extending the Stay Period in the Initial Order with respect to the Applicants to and including April 30, 2015.

5. Such further and other relief as counsel may request and this Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. All capitalized terms not herein defined shall have the meanings set out in the Aziz Affidavit.

2. Since the approval of the MPSA on May 21, 2008, the Applicants have been working to determine, by settlement and adjudication, the claims filed against the estates of the Applicants and the Non-Applicants. Such claims included the intercompany debt claims among the Applicants and the Non-Applicants.

3. Hollinger, working closely the Litigation Trustee, has monetized all of the significant Litigation Assets of the Applicants, while at the same time resolving the claims made by certain of the settling defendants into the estates of the Applicants. Certain of those settlements involve payments over time.

4. With a few minor exceptions, the claims against the Applicants and the Non-Applicants have been determined and the Applicants wish to distribute funds to those creditors whose claims have been filed and finally determined while keeping appropriate reserves for creditors whose claims have not yet been resolved or finally determined.

5. Hollinger proposes the establishment of the following reserves in respect of disputed claims:

(a) A monetary reserve of $150,000 in favour of Catalyst; and

(b) A monetary reserve of $0.3 million in favour of Argus.

6. As set out in the Aziz Affidavit, Sun Life has not properly asserted a claim against Domgroup in accordance with the Non-Applicants Claims Order or made any further efforts to pursue any such claim, and as a result, no reserve will be established in respect of the Potential Quinpool Claim.

7. As at the time of filing, large intercompany claims existed between the Applicants and the Non-Applicants. Domgroup agreed to provide the Applicants with DIP Financing, in the maximum amount of $12.2 million, in which the Applicants are entitled to repay their indebtedness thereunder by way of set off against amounts owing or distributable to the Applicants by Domgroup.

8. Prior to any distribution to the creditors of the Applicants on a non-consolidated basis in accordance with the MPSA, certain repayments of intercompany indebtedness by the Applicants and Non-Applicants should be made.

9. Hollinger will receive an immediate transfer of $18.4 million from the Litigation Trustee and an additional $11 million over time in accordance with various settlement agreements. Hollinger requires a cash reserve of $1 million.

10. In accordance with terms of the MPSA, Hollinger is required to segregate $1 million from the general cash assets of the Applicants which is to be paid to Wesley Voorheis on the terms as contemplated therein.

11. As a result of the work performed by the Litigation Committee and the CRO, the Applicants' primary creditor, DK, has recommended that a bonus of $125,000 + HST be paid to

each of the three Litigation Committee members and a bonus of $375,000 + HST be paid to the CRO.

12. Hollinger is in a position to distribute $17 million to its creditors.

13. The Applicants continue to act in good faith and with due diligence throughout these proceedings. The Applicants require an extension to the Stay Period to April 30, 2015 to allow them to:

(a) complete the distribution plan outlined herein;

(b) resolve the last remaining outstanding Claims; and

(c) collect and distribute, where possible, the additional settlement funds once same are received.

14. Rules 2.03, 3.02 and 37 of the *Rules of Civil Procedure*.

15. Such further and other grounds as counsel may advise and this Honourable Court may deem just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Affidavit of William E. Aziz sworn December 11, 2014; and

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

December 11, 2014

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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 A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT
WITH RESPECT TO HOLLINGER INC., 4322525 CANADA INC. AND SUGRA LIMITED

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

NOTICE OF MOTION
Returnable December 19, 2014

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TAB 2

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Applicants

AFFIDAVIT OF WILLIAM E. AZIZ
(Re: Distribution Motion and Stay Extension)

I, **WILLIAM E. AZIZ**, of the Town of Oakville, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the President of BlueTree Advisors Inc., Court-appointed Chief Restructuring Officer of the Applicants. As such, I have personal knowledge of the matters to which I hereinafter depose, except where my knowledge is based on information and belief, in which case I believe such information to be true.

2. On August 1, 2007, this Court made an order (the "**Initial Order**") granting the application and providing for, among other things, a stay of proceedings against the creditors of the Applicants. The stay of proceedings was most recently extended to January 8, 2015 pursuant to an order of this Court dated July 10, 2014.

3. Pursuant to an Order of this Honourable Court dated May 21, 2008, as amended by the Order of this Court dated July 3, 2008, I or a company or entity owned or controlled by me was appointed as the Chief Restructuring Officer of the Applicants. BlueTree Advisors Inc. ("**BlueTree**") is the entity owned or controlled by me that was appointed to provide my services as Chief Restructuring Officer of the Applicants.

4. BlueTree was also retained, pursuant to board resolutions passed by each of Domgroup Ltd. ("**Domgroup**"), 10 Toronto Street Inc. ("**10 Toronto**"), Holcay Holdings Ltd. and 021173 N.B. Limited a.k.a. Willett Foods f.k.a. Willett Food Company (collectively, the "**Non-Applicants**") on June 16, 2008, to provide the services of Chief Restructuring Officer of the Non-Applicants (collectively, BlueTree and myself are referred to as the "**CRO**").

5. All capitalized terms not herein defined shall have the meanings set out in the Initial Order dated August 1, 2007.

Overview

6. Since May 21, 2008 when the Multi-Party Settlement Agreement dated May 14, 2008 (the "**MPSA**") was approved by this Court by the Order of Mr. Justice Campbell (the "**Approval Order**"), the Applicants have been working to determine, by settlement and adjudication, the claims filed against the estates of the Applicants pursuant to the Order of Mr. Justice Campbell dated May 21, 2008 (the "**Applicants' Claims Order**") and the claims filed against the Non-Applicants pursuant to the Order of Mr. Justice Campbell dated August 27, 2008 as amended by Orders dated November 26, 2008, February 23, 2009 and November 10, 2009 (collectively, the "**Non-Applicants Claims Order**" and

together with the Applicants' Claims Order, the "**Claims Orders**"), particularly with respect to the Non-Applicants, 10 Toronto and Domgroup. Such claims included the intercompany debt claims among the Applicants and the Non-Applicants. The redacted Approval Order, the Applicants' Claims Order and the Non-Applicants Claims Order are attached as Exhibits "**A**", "**B**" and "**C**" respectively.

7. In addition, Hollinger, working closely with justice John D. Ground (retired) as litigation trustee appointed under the MPSA (the "**Litigation Trustee**"), together with William Brock and Arnold Cader (collectively, the "**Litigation Committee**") have monetized the significant Litigation Assets (as defined in the MPSA) of the Applicants, while at the same time resolving the claims made by certain of the settling defendants into the estates of the Applicants.

8. With a few minor exceptions, the claims against the Applicants and the Non-Applicants have been determined. In keeping with the directive embodied in the MPSA, to administer "the Litigation Assets efficiently and in a cost effective manner with a view to maximizing the net return, after costs, from the Litigation Assets to the Applicants and their creditors and other stakeholders", the Applicants now wish to distribute funds to those creditors whose claims have been filed and finally determined in accordance with the Claims Orders ("**Proven Creditors**") while keeping appropriate reserves for creditors whose claims have not yet been resolved or finally determined.

9. Since the negotiation and approval of the MPSA in 2008, the Applicants have not been in a position to make a distribution to their Proven Creditors, primarily due to the number and alleged size of the unresolved claims. Now that the majority of all claims have been

resolved, I believe that the distributions to the Proven Creditors described herein should be made as quickly as possible.

10. Pursuant to the MPSA, all distributions must occur on a non-consolidated basis meaning that inter-company debt claims are treated on the same basis as all other unsecured creditor claims.

11. In order to distribute the funds efficiently, the Applicants have worked with the Monitor to develop a sequencing of the proposed distributions from each of the Non-Applicants and each of the Applicants to avoid, to the extent possible, the circular flow of funds that would require subsequent distributions and to minimize the income tax implications.

12. The amount of each distribution from 10 Toronto, Domgroup, Sugra Limited ("**Sugra**"), Hollinger Inc. ("**Hollinger**") and 4322525 Canada Inc. ("**432**"), the sequence in which each will occur, a description of the claims of Proven Creditors ("**Proven Claims**") and a description of the remaining undetermined claims (the "**Unproven Claims**") of each entity are described in detail herein.

13. I set out below a chart showing, for each Applicant and Non-Applicant, their cash position as of November 30, 2014, the Proven Claims against each (not including inter-company claims), the reserves for unresolved and disputed claims proposed for each hereunder and the projected net cash position of each after the distributions proposed in this motion are made:

(CDN)	Cash on Hand as of November 30, 2014 ($000)'s	Proven Accepted Claims (excluding intercompany claims) ($million)	Cash Reserves for Unresolved and Disputed Claims and Administrative Costs ($000)'s
10 Toronto	1,255		100
Domgroup	4,732		160
Sugra	3		
Hollinger	746	280,353	1,450
432	1	281,828	
Total	6,737	562,181	1,710

Purpose

14. The purpose of this affidavit is to support the request for an Order:

(a) approving distributions to the Proven Creditors of the Non-Applicants and Applicants based on their respective *pro rata* share as outlined herein;

(b) approving the establishment and quantum of the Reserves (as defined herein);

(c) approving the establishment and quantum of the Bonuses (as defined herein); and

(d) approving the extension of the Stay Period to April 30, 2015.

Claims Processes

15. The Applicants commenced a claims process to identify, determine and adjudicate related and non-related party claims pursuant to the Applicants' Claims Order. Pursuant to the

terms of the Applicants' Claims Order, all claims received by the Monitor from Non Arms-Length Claimants were to be referred to the Supervising Judge (as those terms are defined in the Applicants' Claims Order).

16. The Applicants also commenced a claims process for the identification and determination of all claims against the Non-Applicants pursuant to the Non-Applicants Claims Order.

17. All of the claims against the Non-Applicants filed in accordance with the Non-Applicants Claims Order have been resolved. Pursuant to the terms of the MPSA, the Proven Claims of non-related entities against the Non-Applicants have been paid from cash on hand at those Non-Applicants. The only claims that remain against the Non-Applicants are intercompany claims as more particularly described herein.

18. There are very few claims against the Applicants that remain outstanding and unresolved. The remaining unresolved claims are all in respect of Non Arms-Length Claimants.

Recovery of Litigation Assets

19. Throughout these CCAA proceedings, the Litigation Trustee, with the support of Hollinger and the Advisory Committee established under the MPSA, has pursued the Litigation Assets, pursuant to the terms of the MPSA. Settlements have been reached with:

(a) Torys LLP;

(b) KPMG LLP;

(c) Maureen Sabia, Allen Gotlieb, Frederick Eaton and Henry Ketcham III, each a former director of Hollinger;

(d) The estate of F. Donald Fullerton, a former director of Hollinger;

(e) Canadian Imperial Bank of Commerce, the lead bank in Hollinger's former lending syndicate;

(f) Ralph M. Barford;

(g) Peter Atkinson;

(h) John Boultbee;

(i) F. David Radler and F.D. Radler Ltd.; and

(j) Conrad Black, Barbara Amiel-Black, Moffat Management Inc., Black-Amiel Management Inc., Conrad Black Capital Corporation, 1269940 Ontario Limited and 2753421 Canada Limited,

all of which have been approved by Orders of this Court in this proceeding.

20. The Litigation Trustee continues to pursue the Litigation Assets against the few remaining non-settling defendants.

21. As a result of the work performed by the Litigation Trustee and the Litigation Committee, the Applicants' primary creditor, Davidson Kempner Capital Management LLC and its affiliates (collectively, "**DK**"), has recommended that a bonus of $125,000 plus HST be paid to each of the three Litigation Committee members (the "**Committee Bonus**"). I support the payment of the Committee Bonus.

22. As a result of the above-noted settlements and in accordance with the terms of the MPSA,

the Litigation Trustee anticipates that there will be net proceeds of litigation in the amount of $34.8 million available to fund residual expenses and make a distribution to the estate. The Litigation Trustee has agreed to transfer approximately $29.4 million to Hollinger for inclusion in the distribution to the creditors of the Applicants, as described in detail below. The transfer to Hollinger will be an immediate transfer of $18.4 million and an additional $11 million over time in accordance with various settlement agreements. Once the future funds are received they will be distributed on the same *pro rata* basis as described herein.

Unproven Claims and Reserves

Catalyst

23. Catalyst Capital Fund I ("**Catalyst**") asserted a super-priority claim against the proceeds of settlement arising from the Litigation Assets of Hollinger in the amount of $1,988,388 (the "**Catalyst Claim**") which was adjudicated by this Court on June 10, 2013. Pursuant to the Reasons of Justice Campbell released on June 24, 2013 (the "**Catalyst Reasons**"), Catalyst's motion for a super-priority claim against Hollinger was dismissed. Catalyst sought leave to appeal the Catalyst Reasons which was denied by the Court of Appeal on April 14, 2014. All other avenues of appeal have expired.

24. The issue of costs in respect of the Catalyst adjudication has not been resolved. Likewise, the issue of whether Catalyst has a valid unsecured claim has also not been settled. As a result, I believe that a reserve of $150,000 (the "**Catalyst Reserve**") is appropriate, being the approximate quantum of cash recovery that Catalyst would be entitled to if its claims were accepted in their entirety, and should be set aside as a reserve

in the estate of Hollinger.

Argus

25. Argus Corporation Limited, 509643 N.B. Inc., 509644 N.B. Inc., 509645 N.B. Inc., 509646 N.B. Inc., and 509647 N.B. Inc. (collectively, "**Argus**") have filed claims against each of the Applicants for contribution and indemnity in respect of the current litigation bearing Court File Number 06-CL-6261 (the "**Current Litigation**"). The Applicants and the Non-Applicants, being the Plaintiffs in the Current Action, have brought a motion to discontinue the Current Litigation against Argus without costs which has been opposed by Argus. A reserve in the amount of $300,000, being the costs claimed by Argus, will be established (the "**Argus Reserve**").

26. The Argus Reserve and the Catalyst Reserve are collectively referred to the "**Reserves**".

Intercompany Claims

27. As at the time of filing, large intercompany claims existed between the Applicants and the Non-Applicants. Pursuant to section 18 of the MPSA, the Applicants agreed that any distributions made to their creditors would be on a non-consolidated basis and that only fifty percent (50%) of the intercompany claims asserted by 4322525 Canada Inc. ("**432**") against Hollinger would be accepted. The distributions contemplated herein have been calculated on this basis.

28. Pursuant to a commitment letter dated May 25, 2010 which was amended on December 9, 2010, June 21, 2011, August 22, 2012 and November 29, 2013 (collectively, the "**Commitment Letter**"), copies of which are attached as Exhibit "**D**", Domgroup agreed

to provide the Applicants with funding, in the maximum amount of $12.2 million, in order to assist the Applicants in the realization of their assets for the benefit of their stakeholders (the "**DIP Financing**").

29. Pursuant to the terms of the Commitment Letter, the Applicants are entitled to repay their indebtedness under the DIP Financing by way of set off against amounts owing or distributable to the Applicants by Domgroup. As at November 30, 2014, the principal amount outstanding under the DIP Financing was $11.2 million. For the purpose of determining the distributions described herein, the DIP Financing was set-off on a dollar for dollar basis against the intercompany indebtedness owing from each of the Applicants.

30. Prior to any distribution to the creditors of the Applicants on a non-consolidated basis in accordance with the MPSA, certain repayments of intercompany indebtedness by the Applicants and Non-Applicants should be made.

10 Toronto

31. As at November 30, 2014, 10 Toronto had cash on hand of $1.255 million. All of the non-intercompany claims against 10 Toronto have been resolved and paid, with the exception of possible unfiled claims of the taxing authorities for open tax years. The only intercompany claim against 10 Toronto is in favour of Domgroup in the amount of $1.25 million.

32. I believe that a reserve of $100,000 in respect of administration costs and to satisfy any remaining liabilities to taxing authorities, including the CRA, would be sufficient in respect of the future obligations of 10 Toronto.

33. After accounting for the proposed reserve, 10 Toronto is in a position to distribute $1.155 million to Domgroup in respect of the intercompany indebtedness as follows.

	CDN ($000)'s
Cash	
Opening cash balance as at November 30, 2014	1,255
Holdbacks	100
Net cash available for distribution	1,155
Claims	
Intercompany due to Domgroup	1,250
Total projected cash balance after paying 3rd party claims and reserving for costs and undetermined claims	1,155
Payment to Domgroup as repayment of intercompany balance	1,155

Domgroup

34. As at November 30, 2014, Domgroup had cash on hand of $4.7 million. All third-party claims against Domgoup have been resolved and paid, except as noted below.

35. Domgroup is the tenant in respect of the office space currently used by the Applicants and thus requires a reserve in respect of ongoing administrative costs.

36. The property municipally known as 6324 Quinpool Road, Halifax, Nova Scotia (the "**Property**") was previously occupied by Domgroup Stores Limited (a predecessor to Domgroup) under a lease (the "**Sun Life Lease**") with Sun Life Assurance Company of Canada ("**Sun Life**") dated August 1, 1957. After commissioning an environmental study of the Property in October 2000, Sun Life had discussions with Domgroup about the potential remediation of the issues related thereto and the potential responsibility of

Domgroup therefore (the "**Potential Quinpool Claim**"). The Sun Life Lease expired in July, 2007, and Sun Life did not file a claim against Domgroup in accordance with the Non-Applicants Claims Order. Given that Sun Life has not properly asserted a claim against Domgroup in accordance with the Non-Applicants Claims Order or made any efforts to pursue any such claim, and further given that, in Nova Scotia, claims for breach of contract and tort are subject to a *prima facie* six year limitations period pursuant to the *Nova Scotia Limitations of Actions Act*, I do not believe that it appropriate to establish a reserve in respect of the Potential Quinpool Claim.

37. I believe that a reserve of $150,000 in respect of administration costs and to satisfy any remaining liabilities to taxing authorities, including the CRA, is required.

38. After reducing Domgroup's cash position by $150,000 for the reserve noted above and adding in the cash paid by 10 Toronto in respect of its intercompany indebtedness noted above, Domgroup is able to distribute $5.7 to the Applicants, it having no other creditors.

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	CDN ($000)'s
Cash	
Opening Cash Balance as at November 30, 2014	4,732
Recovery from 10 Toronto	1,155
Reserves	(150)
Revised Cash Balance available for Distribution (net of reserves)	5,737
Claims	
Net Intercompany due to Hollinger after setoff (not including the DIP)[1]	7,520
Allocation of DIP balance owing to Domgroup based on intercompany balances	(5,072)
Due to Hollinger (net of DIP)	2,448
Net intercompany due to Sugra[2]	3,086
Allocation of DIP balance owing to Domgroup based on intercompany balances	(2,081)
Due to Sugra (net of DIP)	1,005
Intercompany due to 432	6,000
Allocation of DIP balance owing to Domgroup based on intercompany balances	(4,047)
Due to 432 (net of DIP)	1,953
Total Intercompany (net of DIP)	5,406
Intercompany payment to Hollinger	2,598
Intercompany payment to Sugra	1,067
Intercompany payment to 432	2,073
Total Intercompany payments	5,737

[1] Domgroup is indebted to Hollinger in the amount of $14.3 million and Hollinger is indebted to Domgroup in the amount of $6.8 million

[2] Domgroup is indebted to Sugra in the amount of $4 million and Sugra is indebted to Domgroup in the amount of $0.9 million

Sugra

39. As at November 30, 2014, Sugra had cash on hand of $3,000 and, as noted above, will receive $1.067 million from Domgroup.

40. The only non-intercompany claim filed against Sugra was filed by World Communication Centre in the amount of $221. Sugra has no other creditors and is able to distribute $1.302 to Hollinger as set out below.

	CDN ($000)'s
Cash	
Opening Cash Balance as at November 30, 2014	3
Recovery from Domgroup	1,067
Total projected cash balance available for Distribution	1,070
Claims	
Intercompany indebtedness:	
Intercompany due to Hollinger	349,074
Outstanding Accepted Claims:	
World Communication Centre	0.0[3]
Total Estimated Liabilities	349,100
Intercompany payment to Hollinger	1,070
Total Intercompany payments	1,070
Recovery % to Unsecured Creditors	0.3%

[3] The World Communication Centre claim rounds to $0.0.

Hollinger

41. As at November 30, 2014, Hollinger had cash on hand of $0.7 million and will receive $3.7 million in respect of the distributions outlined above and $29.4 million from the Litigation Trustee. The amount received from the Litigation Trustee will be an immediate transfer of $18.4 million and an additional $11 million over time in accordance with the various settlement agreements.

42. In accordance with terms of the MPSA, Hollinger is required to segregate $1 million from the general cash assets of the Applicants which is to be paid to Wesley Voorheis on the terms as contemplated therein.

43. DK has also recommended that a bonus of $375,000 plus HST be paid to me in recognition of the work that I have done which has resulted in the distributions described herein (the "**CRO Bonus**" and together with the Committee Bonus, the "**Bonus**").

44. Prior to making any distributions to its creditors, I, in consultation with the Monitor, believe that Hollinger requires holdback reserves of $1.45 million as follows:

(a) $150,000 million in respect of the Catalyst Reserve;

(b) $300,000 in respect of the Argus Reserve; and

(c) $1 million in administration costs.

45. For the purposes of the distribution, I have tried to anticipate the "go-forward" costs necessary to complete the administration of the CCAA estates. We anticipate that $1 million will be required in administration costs to complete the estates of the Applicants.

46. After taking the foregoing reserves into account, Hollinger is in a position to distribute \$17 million to its creditors immediately and an additional \$11 million once same is received. The total claims, calculated by taking into account the Claims Reserves, of Hollinger are \$485.6 million.

47. Pursuant to paragraph 18(a) of the MPSA, the intercompany indebtedness of Hollinger in favour of 432 is limited to \$171.3 million. As a result, Hollinger will distribute \$11.1 million to 432 as part of the distribution to its creditors.

[Remaining page intentionally left blank]

	CDN ($000)'s
Cash	
Opening Cash Balance as at November 30, 2014	746
Recovery from Domgroup	2,597
Recovery from Sugra	1,069
Recovery from Litigation Trustee	20,423
Catalyst Reserve	(150)
Argus Reserve	(300)
Voorheis Payment per MPSA	(1,000)
CRO Bonus	(424)
Estimated Costs of Administration	(1,000)
Deferred Legal Fees	(5,107)
Total projected cash balance available for Distribution	16,854
Claims	
Intercompany indebtedness:	
432 Net Claim @50% as set out in the MPSA	171,250
Outstanding Accepted Claims:	
STMG	33,600
Senior Noteholders	234,600
Junior Noteholders	45,115
Taxes (as filed)	344
Trade & Other (Towers, Aird & Berlis, Aero & Total Security Management)	133
Barford	160
Total Estimated Liabilities	485,638
Intercompany payment to 432	11,080
Total Intercompany payments	11,080
Recovery % to Unsecured Creditors	6.45%

432

48. As at November 30, 2014, 432 had cash of $708 on hand and will receive $2.072 million from Domgroup and $11.080 million from Hollinger as outlined above.

49. 432 is in a position to distribute $13.2 million to its creditors. The total claims, including the intercompany claim of Hollinger, of 432 is $411.37 million.

	CDN ($000)'s
Cash	
Cash on Hand as at November 30, 2014	1
Recovery from Domgroup	2,072
Recovery from Hollinger	11,080
Total projected cash balance available for Distribution	13,153
Claims	
Outstanding Accepted Claims:	
STMG (subordinated)	129,432
Senior Noteholders	234,600
Junior Noteholders	45,115
Ravelston	2,111
CRA	2
Total Estimated Liabilities	411,261
Recovery % to Unsecured Creditors	3.2%

Interest

50. Pursuant to section 18(b) of the Court-approved MPSA, the claims of the Senior and Junior Noteholders continued to accrue interest in accordance with the debentures at the contractual rate until paid in full. Interest has not be included in any other claims.

Stay Extension

51. The Applicants continue to act in good faith and with due diligence throughout these proceedings. The Applicants require an extension to the Stay Period to April 30, 2015 to allow them to:

(a) complete the distribution plan outlined herein;

(b) resolve the last remaining outstanding Claims; and

(c) collect and distribute, where possible, the additional settlement funds once same are received.

Conclusion

52. The Applicants request that this Court make an Order:

(a) approving distributions to the Proven Creditors of the Non-Applicants and Applicants based on their respective pro rata share as outlined herein;

(b) approving the establishment and quantum of the Reserves;

(c) approving the establishment and quantum of the Bonuses; and

(d) approving the extension of the Stay Period to April 30, 2015.

SWORN before me in the City of Toronto, in the Province of Ontario, this 11th day of December, 2014.	William E. Aziz
Commissioner for Taking Affidavits L. Williams	**WILLIAM E. AZIZ**

EXHIBIT "A"

EXHIBIT "A"

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	**WEDNESDAY, THE**
	)	
MR. JUSTICE CAMPBELL	)	**21st DAY OF MAY, 2008**

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO **HOLLINGER INC., 4322525 CANADA INC. AND SUGRA LIMITED**

Applicants

ORDER

(Approval of Multi-Party Settlement and Cost Reduction / Asset Enhancement Program)

THESE MOTIONS, made by Hollinger Inc. ("Hollinger"), 4322525 Canada Inc. ("432") and Sugra Limited (the "Applicants"), and by Sun-Times Media Group, Inc. ("STMG") for an Order approving the terms of a settlement with STMG and Davidson Kempner Capital Management LLC and certain of its affiliates (collectively, "DK") and authorizing and approving the Applicants to take steps to restructure certain of their operations and management to reduce costs and enhance asset realizations was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Applicants dated May 14, 2008, the Seventh Report of Ernst & Young Inc. in its capacity as Court-appointed Monitor of the Applicants (the

"Monitor"), STMG's Amended Fresh as Amended Notice of Motion dated May 15, 2008, an unredacted version of the Multi-Party Settlement (as defined herein) filed under seal and such other materials as this Court may direct be filed as part of the record herein, and on hearing from counsel for the Applicants, STMG, DK, the Indenture Trustees (as defined herein), Conrad Black, Conrad Black Capital Corporation, Barbara Amiel Black, Catalyst Fund General Partner I Inc., the Receiver of the Ravelston Corporation Limited and the Monitor and on being advised that the Service List as of May 14, 2008 was served electronically with the Applicants' Amended Notice of Motion dated May 14, 2008 and STMG's Amended Fresh as Amended Notice of Motion dated May 15, 2008 herein and on being advised that all material terms of the settlement are contained and disclosed in the Multi-Party Settlement;

Approval of Multi-Party Settlement

1. **THIS COURT ORDERS** that the agreement among the Applicants, STMG and DK, a redacted version of which is annexed as Schedule "A" hereto (the "Multi-Party Settlement") and all transactions, actions and activities contemplated therein (the "Settlement Steps"), are hereby approved, the execution of the Multi-Party Settlement by the Applicants is hereby approved and ratified and the Applicants and the other parties thereto are hereby authorized and directed to carry out each of the Settlement Steps, including, without limitation, authorizing the issuance of the Additional Shares pursuant to a Consent, if necessary, and no further Order of this Court is necessary to give effect to any aspect of the Multi-Party Settlement. Terms not defined in this Order shall have the meaning described in the Multi-Party Settlement.

2. **THIS COURT ORDERS AND DECLARES** that the Multi-Party Settlement is fair and commercially reasonable.

3. **THIS COURT ORDERS AND DECLARES** that the information contained in Schedule "B" to the Multi-Party Settlement is commercially sensitive and shall be sealed pending further Order of this Court.

4. **THIS COURT ORDERS** that the Multi-Party Settlement shall be binding upon and enforceable against, and enure to the benefit of, the Applicants and any successors thereto including, without limitation, any trustee in bankruptcy, receiver or receiver and manager in respect of any or all of the Applicants and shall also be binding upon and enforceable against, and enure to the benefit of, STMG, DK, Delaware Trust Company, National Association, in its capacity as collateral agent and as trustee under the indenture dated as of March 10, 2003 with respect to the senior secured notes issued by Hollinger ("Delaware Trust"), and HSBC Bank USA, National Association, in its capacity as trustee under the indenture dated as of September 30, 2004 with respect to the senior secured notes issued by Hollinger ("HSBC"), and any other person having notice of this Order. The aforesaid indentures are collectively referred to herein as the "Indentures".

5. **THIS COURT ORDERS AND DIRECTS** Delaware Trust and HSBC (collectively, the "Indenture Trustees"), on the one hand, and the Applicants, STMG and DK, on the other, to co-operate with each other to facilitate the implementation of the Multi-Party Settlement insofar as it relates to the Indenture Trustees and their collateral. In particular, Delaware Trust is hereby directed to relinquish possession and control of the STMG Class B share certificates held by it as collateral (the "Class B Certificates") to or at the direction of the Applicants, and in exchange to simultaneously receive, upon issuance, from the Applicants or such other person at the direction of the Applicants, the certificates representing the Exchanged Shares and the Additional Shares in substitution for the Class B Certificates.

6. **THIS COURT ORDERS** that, notwithstanding any other provisions of this Order, the provisions of this Order and the Multi-Party Settlement are without prejudice to the rights, if any, of the Applicants and any other person in respect of the Class A shares of STMG currently owned by the Applicants or any of them that are not Exchanged Shares or Additional Shares or that may be subject to any escrow agreement in relation to Hollinger's Class II preference shares.

7. **THIS COURT ORDERS AND DECLARES** that nothing contained in this Order or in the Multi-Party Settlement shall:

(a) affect the obligations of the Applicants to reimburse the Indenture Trustees in accordance with the Indentures (such reimbursable amounts being referred to herein collectively as the "Trustees' Fees and Expenses"); or

(b) impair or modify the liens of the Indenture Trustees pursuant to the Indentures and any existing related agreements for payment of the Trustee's Fees and Expenses.

8. **THIS COURT ORDERS AND DIRECTS** the Monitor to report to this Court when all transactions, releases and acknowledgements of claims contemplated by the Multi-Party Settlement to occur on or forthwith after Court Approval have been completed or performed. The Monitor may report upon such other matters in relation to the Multi-Party Settlement at such time or times as the Monitor deems necessary or appropriate.

9. **THIS COURT ORDERS** that, without prejudice to the rights of any party pursuant to the comeback clause of the Initial Order, the Applicants, the Monitor, STMG, DK, the CRO (defined below), the Litigation Trustee or the Indenture Trustees may, at any time upon seven (7) days notice to the Service List, return to this Court to seek directions or other relief regarding the implementation of the Multi-Party Settlement or any other matter arising in relation to the Multi-Party Settlement.

10. **THIS COURT ORDERS** that notwithstanding:

(a) the pendency of these proceedings or any ancillary proceedings;

(b) a bankruptcy of any of the Applicants; and

(c) the provisions of any federal or provincial statute,

none of the Multi-Party Settlement or any of the transactions contemplated thereby will be void or voidable at the instance of creditors or claimants or their representatives, including any trustee in bankruptcy, and do not constitute nor shall they be deemed to be settlements, fraudulent preferences, assignments, fraudulent conveyances or other reviewable transactions under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation and they do not constitute conduct giving rise to an oppression remedy or any other cause of action.

11. **THIS COURT ORDERS** that the approval of the Multi-Party Settlement, and in particular paragraph 16 thereof, shall not vary or be deemed to vary the Order of this Court dated February 27, 2007 in *STMG v. Conrad Black et al.* (Court File No. 06-CL-6678) and shall be without prejudice to the rights of the defendants in that action, Conrad M. Black, Barbara Amiel Black, Black-Amiel Management Inc., Conrad Black Capital Corporation, 1269940 Ontario Limited and 2753421 Canada Limited to make any arguments or take any position upon any motion seeking an Order as contemplated in paragraph 16 of the Multi-Party Settlement.

Approval of Cost Reduction and Asset Enhancement Program of the Applicants

(a) Appointment of CRO and Litigation Trustee

12. **THIS COURT ORDERS** that William E. Aziz shall be and is hereby appointed as an officer of this Court to be the Chief Restructuring Officer ("CRO") over and in respect of all property,

assets and undertaking of the Applicants, other than the Litigation Assets, upon the terms described herein and in the Multi-Party Settlement.

13. **THIS COURT ORDERS** that justice John D. Ground (retired) is hereby appointed as an officer of this Court to be the Litigation Trustee over and in respect of all claims and causes of action in favour of the Applicants (collectively, the "Litigation Assets") on the terms described herein and in the Multi-Party Settlement.

14. **THIS COURT ORDERS** that the CRO and the Litigation Trustee are hereby authorized and directed to preserve, protect and realize upon the assets of the Applicants for the benefit of the Applicants and their creditors and other stakeholders as contemplated by the Multi-Party Settlement including, in the case of the CRO, without limitation and if thought necessary or desirable by the Applicants, the preparation and delivery of a plan of arrangement in respect of the Applicants as contemplated by the Multi-Party Settlement.

15. **THIS COURT ORDERS** that the CRO and the Litigation Trustee are hereby empowered, authorized and directed to do all things, carry out all actions and perform all duties described in the Multi-Party Settlement and specifically:

(a) to engage and give instructions to counsel and to engage and give direction to consultants, appraisers, agents, advisors, experts, auditors, accountants, managers and such other persons from time to time on whatever basis either of them may agree to assist with the exercise of their powers and duties;

(b) to execute, assign, issue and endorse documents of whatever nature in respect of the Applicants for any purpose pursuant to this Order or the Multi-Party Settlement; and

(c) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Applicants or any of their property and undertaking and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to any appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding.

16. **THIS COURT ORDERS** that the Litigation Trustee may obtain financing in respect of the Litigation Assets at such times, in such amounts and upon such terms as the Litigation Trustee may consider to be appropriate after seeking direction from the Advisory Committee in accordance with the Multi-Party Settlement.

17. **THIS COURT ORDERS** that nothing herein contained shall require the CRO or the Litigation Trustee to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any property, assets or undertaking of any of the Applicants that might be environmentally contaminated, that might be a pollutant or a contaminant or that 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 (collectively, the "Environmental Legislation"), provided however that nothing herein shall exempt the CRO or the Litigation Trustee from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Applicants are, and are hereby declared to be, and shall remain, in Possession, occupation and control of all of their property, assets and undertaking, subject to further Order of this Court.

18. **THIS COURT ORDERS** that neither the CRO nor the Litigation Trustee shall, as a result of this Order or anything done pursuant to their duties and powers under this Order, deem the CRO or the Litigation Trustee to be in Possession of any property, assets or undertaking within the meaning of any Environmental Legislation.

19. **THIS COURT ORDERS** that each of the CRO and the Litigation Trustee shall incur no liability or obligation as a result of his appointment or the carrying out of any of the provisions of this Order, save and except for any gross negligence or any wilful misconduct on his part. The Applicants shall indemnify and hold harmless each of the CRO and the Litigation Trustee with respect to any liability or obligation as a result of his appointment or the fulfilling of his duties in carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on his part. No action, application or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise against either the CRO or the Litigation Trustee as a result of, or relating in any way to his appointment, the fulfillment of his duties or the carrying out of any Order of this Court except with leave of this Court being obtained. Notice of any such motion seeking leave of this Court shall be served upon the Applicants, the Monitor and the CRO or Litigation Trustee (as the case may be) at least seven (7) days prior to the return date of any such motion for leave.

20. **THIS COURT ORDERS** that the Applicants' indemnity in favour of the CRO and the Litigation Trustee shall survive any termination, replacement or discharge of the CRO or Litigation Trustee. Upon any termination, replacement or discharge of the CRO or Litigation Trustee, all claims against such officers of the Court for which leave of the Court has not already been sought and obtained shall be, and are hereby forever discharged.

21. **THIS COURT ORDERS** that, without limiting any other provision of this Order, each of the CRO and the Litigation Trustee may from time to time apply to this Court for advice and directions in the discharge of his powers and duties hereunder.

22. **THIS COURT ORDERS** that the Monitor, the CRO and the Litigation Trustee may report to the Court on their activities from time to time as any of them may see fit or as this Court may order.

(b) Monitor

23. **THIS COURT ORDERS** that, in addition to its duties described in the Initial Order and the Claims Process Order of even date herewith, the Monitor is hereby authorized to perform the functions and carry out the responsibilities described herein and in the Multi-Party Settlement. Performance of these functions and responsibilities is subject to the provisions of the Initial Order, particularly paragraphs 21 through 31 thereof.

(c) Directors' Insurance

24. **THIS COURT ORDERS** that the Applicants be and are hereby authorized to purchase run-off insurance for the officers and directors of the Applicants as described in the Monitor's Seventh Report.

(d) Other Actions

25. **THIS COURT RATIFIES AND APPROVES** all actions and activities of the Applicants, including its current officers, directors and management, in authorizing any of the transactions, actions and activities or other matters approved, authorized or directed pursuant to this Order.

Extra-Territorial Assistance

26. **THIS COURT REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any Province of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any state, federal or other court or any judicial, regulatory or administrative body of the United States of America to act in aid of and to assist this Court in carrying out the terms of this Order.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:
MAY 2 7 2008

PER/PAR: JSN

SCHEDULE "A"

EXECUTION COPY

Multi-Party Settlement Term Sheet

The Applicants seek Court Approval, as described herein, of the following terms of agreement among the Applicants, Sun-Times Media Group, Inc. ("STMG") and Davidson Kempner Capital Management LLC and its affiliates listed in Schedule "A" hereto (collectively, "DK").

A. **STMG**

1. Upon Court Approval, the Court shall authorize and direct Hollinger, 432, STMG and any other necessary parties to forthwith take the steps necessary to convert Hollinger's and 432's existing Class B shares into an equal number of Class A shares (the "Conversion"), subject to and prior to the steps described in paragraphs 2 and 3 hereof.

2. If STMG's stockholders are required to approve (the "Stockholder Approval") the issuance of the Additional Shares (as defined below), then, upon Court Approval, the Court shall authorize Hollinger, and Hollinger shall approve the issuance of the Additional Shares, pursuant to a stockholder written consent (the "Consent").

3. If Stockholder Approval is required, as soon as possible after the Consent Effective Date (as defined below), Hollinger and STMG shall effect the Conversion pursuant to the Restated Certificate of Incorporation of STMG. The Consent shall be effective after all actions required by the Securities Exchange Act of 1934, as amended (the "1934 Act"), have been taken and the issuance of the Additional Shares is permitted by the 1934 Act (the "Consent Effective Date"). If no Stockholder Approval is required, Hollinger and STMG shall effect the Conversion pursuant to the Restated Certificate of Incorporation of STMG as soon as possible after Court Approval.

4. Forthwith after the later of (i) Court Approval and (ii), if Stockholder Approval is required, the Consent Effective Date, STMG will issue to Hollinger (or as it may direct) 1,499,000 additional Class A shares (the "Additional Shares"). The number of Additional Shares represents 10% of the number of Hollinger's and 432's existing Class B shares.

5. All transactions will comply with all applicable laws and regulations and rules of applicable stock exchanges.

6. Upon the later of (i) Court Approval and (ii) immediately after the next annual meeting scheduled for June 17, 2008, the six directors appointed by Hollinger to the Board of STMG (Wes Voorheis ("Voorheis"), William Aziz ("Aziz"), Edward Hannah, Peter Dey ("Dey"), Brent Baird ("Baird") and Albrecht Bellstedt ("Bellstedt")) will submit their resignations from the board of STMG. Upon submitting their resignations, each resigning director will receive: (a) a written confirmation from STMG that any existing STMG indemnity will remain in place and that such resigning director will be covered by the STMG directors and officers insurance policy in effect from time to time on the same

terms as may be applicable to any other current STMG directors; and (b) reimbursement by STMG of all reasonable legal fees incurred by the independent directors (Dey, Baird and Bellstedt) in respect of their tenure as directors of STMG. Upon payment of such fees by STMG, Hollinger will reimburse STMG for all amounts paid in respect of such legal fees, except for US$75,000.

7. Upon Court Approval, Hollinger will pay to STMG the reasonable fees and costs, including legal fees, of STMG incurred in connection with the CCAA proceedings of the Applicants, from August 1, 2007 up to and including the date of Court Approval. However, the total amounts payable to STMG by Hollinger under this paragraph shall be subject to a cap of US$2 million in the aggregate.

8. STMG and Hollinger will cooperate to maximize the recoverable portion of the class action insurance settlement proceeds payable to them and such proceeds shall be allocated so that STMG receives 85% of such proceeds, and Hollinger receives 15% of such proceeds.

9. Hollinger and STMG agree to divide their respective recoveries from the insolvency proceeding of Ravelston equally as between them.

10. The following claims of STMG shall be allowed as unsecured claims against the Applicants (the "STMG Allowed Claims") in the amounts indicated below, subject to confirmation of the calculations of the quantum of such claims by the Monitor:

    (a) a claim in respect of the promissory note executed by 4322525 Canada Inc. ("432") in the amount of US $40,545,974;

    (b) all claims for contribution and indemnity STMG has or may assert against Hollinger in the amount of US$28,663,588; and

    (c) a claim for the aircraft lease settlement in the amount of CDN$1,281,941.

11. Other than the STMG Allowed Claims, all other claims of STMG and its subsidiaries against the Applicants or any of their other subsidiaries, and all claims of the Applicants and their subsidiaries against STMG and its subsidiaries, shall be released upon Court Approval. The Applicants agree, in connection with their release of STMG, that they will not seek contribution, indemnification, reimbursement or any other form of claims over from Torys LLP or any of its predecessor or successor partnerships, F. David Radler or North American Newspapers Ltd. for any consideration paid or payable by any of the Applicants to STMG under this Term Sheet. For greater certainty, nothing contained in this paragraph shall limit or otherwise compromise in any manner, the Applicants' right to pursue or continue to pursue those named parties for any claims whatsoever, save and except only in respect of consideration paid or payable by the Applicants to STMG under this Term Sheet.

12. The total recoveries of STMG under the STMG Allowed Claims shall be capped at a maximum of US$15 million (the "STMG Cap"). After receipt of the STMG Cap, the

balance of the STMG Allowed Claims will be assigned to the Applicants for the benefit of the Applicants' other general unsecured creditors.

13. Upon STMG receiving distributions in the aggregate amount of US$7.5 million in respect of the STMG Allowed Claims (after giving effect to any valid and effective subordination regarding distributions under the 432 promissory note referred to in paragraph 10(a) above, if any), fifty percent (50%) of all distributions thereafter payable to STMG in respect of the STMG Allowed Claims shall be assigned to the Applicants.

14. Prior to any agreement in respect of the terms contained herein, STMG will ensure that nothing herein or in any plan of arrangement (the "Plan") of the Applicants, if any, giving effect to the terms hereof or in the implementation of any such Plan will:

   (a) cause the Rights (as defined in the STMG rights plan) to become exercisable;

   (b) cause any Person (as defined in the STMG rights plan) to become an Acquiring Person (as defined in the STMG rights plan); or

   (c) trigger the application of the STMG rights plan.

15. STMG will continue with its independent examination of all strategic alternatives available to STMG.

16. Subject to the terms of any existing court orders or agreements pursuant to which the Applicants may be restricted, the Applicants will support the making of an order providing STMG with equal rights in respect of the Applicants' Mareva injunction against Conrad Black and Barbara Amiel Black. STMG shall be permitted to reserve its right as to whether to seek such an order.

B. DK

17. (a) Forthwith after Court Approval, the Class A shares of STMG resulting from the Conversion (the "Exchanged Shares"), plus the Additional Shares, being 10% of the number of Hollinger's and 432's existing Class B shares, when issued shall be voted by the indenture trustees for the benefit of and at the direction of noteholders in the manner contemplated by the indentures up to that number of shares that is equal to or less than 19.999% of the aggregate number of STMG Class A shares then outstanding rounded down to the nearest whole share. The indenture trustees, for the benefit of the noteholders, may thereupon exercise all voting or other rights associated with the Exchanged Shares and the Additional Shares when issued subject to the limitation referred to in the immediately preceding sentence and subject to the rights and at the direction of the noteholders in the manner contemplated by the indentures (provided that any shares of the Applicants shall not be voted other than in favour of the election of the directors described in Schedule "C" hereto and other resolutions proposed by STMG at the next annual meeting of shareholders scheduled to occur on or about June 17, 2008 and thereafter without restriction) and may dispose of or otherwise realize upon such shares in any commercially reasonable manner and subject to the applicable law and as directed by the noteholders in a manner contemplated by the indentures (provided that

any such disposition or realization shall not be considered part of any Plan for the purposes of paragraph 14 hereof). The Applicants shall provide proxies and do such acts and things as will facilitate such rights.

(b) The Conversion and the issuance of the Additional Shares shall be subject to a registration rights agreement, to be negotiated among DK, the Applicants and STMG, all acting reasonably (the "Registration Rights Agreement") forthwith after Court Approval. In all events, such Registration Rights Agreement shall include a provision with respect to payment of fees connected with any such registration, and shall include a provision permitting STMG to postpone the filing of a registration statement or its efforts to cause such registration statement to become effective if at the time the right to delay is exercised by STMG it shall determine in good faith that such offering would interfere with any acquisition, financing or other transaction that STMG is actively pursuing and is material to STMG or would involve initial or continuing disclosure obligations that would not be in the best interests of STMG.

(c) Upon being paid in full, all principal, interest and costs and other amounts, payable under the indentures), the indenture trustees will remit any remaining shares and any surplus proceeds to Hollinger and 432.

18. (a) Subject only to a reasonable reserve for (i) administrative costs (including any applicable legal fees, advisor fees and any other costs secured by the Administration Charge and also including a reserve to pay the reasonable costs, fees and expenses in respect of DK's post-Court Approval role as described herein) and (ii) disputed claims, such reserves to be determined by the CRO (as defined in the STMG Term Sheet) and the Monitor, both acting reasonably (and subject to their right to seek directions from the Court), and in consultation with DK and STMG, and subject to the segregated funds described below, all other cash and realizable proceeds of the Applicants (including the 15% share of the insurance settlement proceeds referred to herein) and the non-applicant subsidiaries of the Applicants (other than STMG and its subsidiaries) shall be distributed as efficiently as reasonably possible to the creditors who have proved claims in accordance with the claims process for each of the Applicants. Distributions will be determined and made on a non-consolidated basis giving effect to inter-company claims but including only 50% of a claim by 432 against Hollinger in the amount of approximately CDN$342.5 million and subject to the following payments in the priority specified below:

(i) firstly, to pay a transaction fee to DK in consideration of its agreement to the terms hereof of CDN$1.5 million;

(ii) secondly, to pay the reasonable fees and disbursements, including reasonable legal fees and disbursements, of the indenture trustees up to and including Court Approval; and

(iii) thirdly, to pay the reasonable legal fees and disbursements of DK up to and including Court Approval;

provided that the total amount available to fund items (i) through (iii) hereof shall not exceed CDN$4,500,000. The priority payments described herein will not affect the timing or amount of the payment to STMG described in paragraph 7 herein.

(b) The Applicants will acknowledge claims owing by 432 and also by Hollinger to the indenture trustees in the full amount of the principal, interest and costs owing under the two debentures dated March 10, 2003 and September 30, 2004, the amount of which is estimated to be US$103,235,062 as of December 31, 2007. These claims will continue to accrue interest (unless and until the Applicants become bankrupt) in accordance with the debentures at the contractual rate until paid in full. The claims will be reduced only by distributions received by the indenture trustees from the estates of the Applicants and by amounts actually received from or in respect of the Exchanged Shares and the Additional Shares.

(c) The Monitor and the CRO, with periodic reports as requested (acting reasonably) and at least monthly to DK and STMG, will work to resolve and determine all disputed claims as efficiently as reasonably possible. The Monitor and the CRO will seek the input of DK and STMG before allowing any claims against the Applicants (other than the claims of STMG and the indenture trustees acknowledged herein). The Monitor and the CRO, in consultation with DK and STMG, will provide estimates of the net recovery to creditors based on the "waterfall" analysis of the Monitor and the information now known regarding the claims of all creditors (including the claims of STMG allowed under the STMG Term Sheet), such estimate to be updated after the claims bar dates for the Applicants and for the non-applicant subsidiaries as described herein.

(d) STMG will acknowledge that its claim against 432 in respect of the 432 loan is subordinated to and in favour of the claims of the indenture trustee for and in respect of only the senior bonds against 432.

19. DK agrees to:

(a) withdraw its motion seeking the bankruptcies of the Applicants; and

(b) support Court approval in the Applicants' CCAA proceeding ("Court Approval") consisting of: (i) approval of this agreement and (ii) approval of the other relief sought by the Applicants in their Notice of Motion dated April 10, 2008 to the extent not inconsistent with the terms described herein.

C. General Conditions

20. A standard CCAA claims process shall be implemented immediately for all claims against the Applicants, except claims against the Applicants by their subsidiaries (other than STMG and its subsidiaries).

21. A subsequent claims process shall be implemented in respect of the non-Applicant subsidiaries of the Applicants to ensure that all creditors of those subsidiaries are identified prior to the asset consolidation herein contemplated.

22. The Applicants, in consultation with the Monitor, shall prepare a plan to accumulate at Hollinger, on a tax-effective basis, all assets of the non-Applicant subsidiaries of the Applicants (other than STMG and its subsidiaries) after payment of all claims of creditors of such subsidiaries.

23. The Applicants agree to work with the Monitor, in consultation with DK and STMG (and subject to the right of all parties to seek directions from the Court), to realize upon any assets of the Applicants and the non-applicant subsidiaries (other than the cash, the Exchanged Shares, the Additional Shares and the Litigation Assets described herein) with a view to distributing net proceeds thereof as efficiently as reasonably possible and to provide the necessary proxies. In particular, the Applicants will consider making such distributions pursuant to periodic Court orders in the CCAA proceedings as opposed to incurring the costs associated with formalizing and approving a Plan.

24. The form and content of any Plan, if necessary or advisable to implement the terms hereof, as it relates to STMG shall be satisfactory to STMG, acting reasonably and, as it relates to DK and the indenture trustees, shall be satisfactory to DK, acting reasonably.

25. All steps and transactions described herein that are to occur upon Court Approval are intended to take place simultaneously, and the parties shall co-operate with each other to coordinate the timing of the effectiveness of such steps and transactions.

26. The information contained in Schedules "B" and "C" hereof is confidential and commercially sensitive. The parties agree to seek an order sealing Schedule "B", pending further order of the Court, and Schedule "C", until such time as the information contained therein is disclosed by STMG, and agree that Schedules "B" and "C" will be redacted from any publicly disclosed materials.

D. Corporate Governance

27. Aziz, or an entity controlled by him, shall be appointed forthwith by the Court Approval order as the chief restructuring officer (the "CRO") of the Applicants and an officer of the Court in consideration of a monthly salary of $65,000, payable in advance, plus GST as applicable and reimbursement of reasonable expenses. Such engagement shall be on a month-to-month basis and may be terminated by Aziz upon 30 days' prior written notice.

28. The CRO shall be responsible, among other things, for developing and implementing the asset consolidation and repatriation plan and assisting the Monitor with the claims process.

29. The board of directors of Hollinger shall be reduced as soon as possible to a maximum of three persons.

30. Upon Court Approval, Hollinger and Voorheis will agree to suspend payment of all monthly work fees payable under Hollinger's consulting agreement with Voorheis or any entity controlled by him and Voorheis shall resign as an officer and director of the Applicants or any subsidiary.

31. In accordance with the engagement letter between Hollinger and BMO Nesbitt Burns Inc. ("BMO"), dated June 15, 2007, payment of all monthly work fees payable to BMO ceased in February 2008.

E. Litigation Assets

32. As part of the Court Approval order, justice John D. Ground shall be appointed as an officer of the Court to perform the role of litigation trustee (the "Litigation Trustee") of all claims and causes of action in favour of the Applicants (the "Litigation Assets") on such terms as may be agreed between the Applicants and justice Ground and subject to approval by the Court.

33. The Litigation Trustee will supervise, control and administer all aspects of the Litigation Assets of the Applicants, in consultation with the Applicants and subject to monitoring by the Monitor and supervision by the Court.

34. The Litigation Trustee may, if he considers it necessary or advisable, retain the services of Voorheis or an entity controlled by him on an hourly basis to provide assistance or advice in respect of the Litigation Assets.

35. The Litigation Trustee will be responsible for administering the Litigation Assets efficiently and in a cost-effective manner with a view to maximizing the net return, after costs, from the Litigation Assets to the Applicants and their creditors and other stakeholders and shall provide periodic reports to the Advisory Committee (as defined herein) and such other reports as may be requested by any member of the Advisory Committee, acting reasonably.

36. An advisory committee shall be established to provide advice and direction to the Litigation Trustee (the "Advisory Committee") comprised of one nominee of DK, one representative of the Applicants (other than Wes Voorheis) and the Litigation Trustee. The Litigation Trustee shall act in accordance with any majority decision of the Advisory Committee. For greater certainty, in the event of any disagreement as between the representative of DK and the representative of the Applicants, the Litigation Trustee shall have a deciding vote.

37. The nominee of DK to the Advisory Committee shall not receive any remuneration for so acting other than as specified below. The representative of the Applicants shall be a senior Canadian litigation counsel and shall be paid at his or her usual hourly rate by the Applicants. At the option of DK, its nominee may receive compensation on an equivalent basis to that of the representative of the Applicants. All members of the Advisory Committee shall be indemnified in respect of any claims made against them in such capacity excepting only claims arising from their wilful misconduct or gross negligence.

38. The Litigation Trustee will supervise and administer the Litigation Assets on a day-to-day basis, including giving direction to counsel. The Litigation Trustee will seek such direction from the Advisory Committee as he deems necessary or appropriate, but, in particular, the Litigation Trustee will seek direction from the Advisory Committee with respect to litigation strategy, financing (if any) for the Litigation Assets, whether to accept or make any settlement offer and the use of proceeds of any settlement.

39. The amount described in Schedule "B" hereto shall be segregated from the general cash assets of the Applicants and used exclusively for the purpose of funding the administration of the Litigation Assets. Payment of any amount payable to Mr. Wes Voorheis shall be made as contemplated in Schedule "B".

40. The Litigation Trustee will be responsible for administering the Litigation Assets efficiently and in a cost effective manner with a view to maximizing the net return, after costs, from the Litigation Assets to the Applicants and their creditors and other stakeholders.

41. Representatives of DK and Hollinger will hold all information received by them as members of the Advisory Committee in strict confidence pursuant to a form of confidentiality agreement acceptable to Hollinger, the Litigation Trustee and such representatives, all acting reasonably.

42. DK or Hollinger may apply to Court at any time to seek such changes to the provisions of the order appointing the Litigation Trustee as either of them may deem necessary or appropriate.

Subject to Court Approval being obtained to the terms hereof, pursuant to an Order in form and content satisfactory to the parties, for consideration received, each of the undersigned agrees to the above as evidenced by their respective signatures as of this 14th day of May, 2008. This agreement may be signed in counterparts and delivered by electronic transmission.

HOLLINGER INC., SUGRA LIMITED and

4322525 CANADA INC.

Per: [signature]
(I have authority to bind each of the corporations)

SUN TIMES MEDIA GROUP, INC.

Per:

Per:

(I/We have authority to bind the corporation)

DAVIDSON KEMPNER CAPITAL MANAGEMENT LLC on its own behalf and on behalf of the affiliates listed in Schedule "A" hereto (collectively, "DK")

Per: ______________________

Per: ______________________

(I/We have authority to bind the entities collectively referred to as "DK")

SUN TIMES MEDIA GROUP, INC.

Per: ______________________

Per: ______________________
(I/We have authority to bind the corporation)

DAVIDSON KEMPNER CAPITAL MANAGEMENT LLC on its own behalf and on behalf of the affiliates listed in Schedule "A" hereto (collectively, "DK")

Per: ______________________

Per: ______________________

(I/We have authority to bind the entities collectively referred to as "DK")

Schedule "A"

MH Davidson Co.

Davidson Kempner International Limited

Davidson Kempner Institutional Partners

Davidson Kempner Partners

Schedule "B"

REDACTED AND SEALED

PURSUANT TO COURT ORDER

DATED MAY 21, 2008

Schedule "C"

The directors to be proposed for election at the annual general meeting of shareholders of STMG to be held on June 17, 2008 are the following, which, for greater clarity, are all of the current directors of STMG. The six directors referred to in paragraph 6 of the Multi-Party Settlement Term Sheet will, notwithstanding any such election, resign in accordance with paragraph 6 of the Multi-Party Settlement Term Sheet.

The Hon. Raymond G.H. Seitz
William Aziz
Brent D. Baird
Albrecht W. A. Bellstedt Q.C.
Herbert A. Denton
Peter Dey
Cyrus F. Freidheim, Jr.
Edward Hannah
Gordon A. Paris
Graham W. Savage
G. Wesley Voorheis

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF HOLLINGER INC., 4322525 CANADA INC. AND SUGRA LIMITED

Court File No: 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

ORDER

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Solicitors for the Applicants

EXHIBIT "B"

EXHIBIT "B"

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	WEDNESDAY, THE 21st DAY
	)	
MR. JUSTICE CAMPBELL	)	OF MAY, 2008

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO **HOLLINGER INC.**, **4322525 CANADA INC.** and **SUGRA LIMITED**

Applicants

SUPERIOR COURT OF JUSTICE · COUR SUPÉRIEURE DE JUSTICE

CLAIMS ORDER

THIS MOTION, made by Hollinger Inc., 4322525 Canada Inc. and Sugra Limited (the "Applicants"), for an Order establishing a claims process for the identification and determination of all Claims (as defined herein) against any of the Applicants and certain others was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Applicants' Amended Notice of Motion dated May 14, 2008, the affidavits of G. Wesley Voorheis sworn March 18, March 26 and April 10, 2008, the Affidavit of William E. Aziz sworn April 10, 2008, the Seventh Report of Ernst & Young Inc. in its capacity as Court-appointed monitor of the Applicants (the "Monitor") and on hearing from counsel for the Applicants, the Monitor, Davidson Kempner Capital Management LLC and certain of its affiliates (collectively, "DK"), Sun-Times Media Group, Inc. ("STMG"), Delaware Trust Company, National Association, in its capacity as collateral agent and as trustee under an indenture dated as of March 10, 2003 and HSBC Bank USA, National Association, in its capacity as trustee under an indenture dated as of September 30, 2004 (collectively, the "Indenture Trustees"), and such other counsel as were present and on being advised that the Service List as of May 14, 2008 was served electronically with the Applicants' Amended Notice of Motion dated May 14, 2008 herein,

Service

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

Definitions and Interpretations

2. **THIS COURT ORDERS** that, for the purposes of this Order (the "Claims Order"), in addition to the terms defined elsewhere in this Claims Order, the following terms shall have the following meanings:

   (a) **"Business Day"** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;

   (b) **"CCAA"** means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

   (c) **"Chapter 15 Claims Order"** means a supplemental Order issued by the U.S. Court within the Chapter 15 Proceedings, recognizing this Claims Order as issued by the Court;

   (d) **"Chapter 15 Proceedings"** means the proceedings commenced by the Applicants on August 1, 2007 in the Delaware Court under Chapter 15 of the U.S. *Bankruptcy Code* Case No. 07-11029 (PJW) in which these proceedings were recognized as a foreign main proceeding in the United States;

   (e) **"Claim"** means:

      (i) a Restructuring Claim;

      (ii) a Secured Claim;

      (iii) the rights of any Person whatsoever, including any Secured Creditor, against one or more of the Applicants or Directors, whether or not asserted and however acquired, in connection with any (a) indebtedness, liability or obligation of any kind of one or more of the Applicants and/or Directors in existence on the Claim Date, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, direct or indirect, by guarantee, surety, insurance deductible or otherwise, and whether or not such claim or right arises out of a contract that is executory or anticipatory in nature, (b) right of any Person, including but not limited to any Non Arms-Length Claimant, to assert a claim against the Applicants for any advancement payments or any indemnification obligations or any claim for contribution, indemnity, damages or payment whether directly or by way of third party claim or otherwise with respect to any matter, action, cause of action or chose in action, whether asserted or not, which is based in whole or in part on facts or circumstances existing as at the Claim Date; (c) any other claims that would have been claims provable in bankruptcy had the applicable Applicant become bankrupt on the Claim Date;

provided however, that in all cases "Claim" shall not include an Excluded Claim and shall be subject in all cases to any settlement agreement approved by this Honourable Court;

(f) **"Claims Bar Date"** means 5:00 p.m. (Eastern Standard Time) on July 11, 2008, or such later date as may be ordered by this Court;

(g) **"Claim Date"** means August 1, 2007, which shall be the date for determining all Claims under this Claims Order;

(h) **"Claims Officer"** means the individual(s) designated by the Court pursuant to paragraph 11 of this Claims Order and such other Persons as may be designated by the Applicants, acceptable to the Monitor and approved by the Court;

(i) **"Court"** means the Ontario Superior Court of Justice (Commercial List);

(j) **"Creditor"** means any Person having a Claim and includes without limitation the transferee or assignee of a Claim or a trustee, liquidator, receiver, receiver and manager, or other Person acting on behalf of such Person;

(k) **"Creditor's Dispute Package"** means a copy of the Notice of Revision or Disallowance associated with the Creditor's Proof of Claim and the Dispute Notice;

(l) **"CRO"** means the Chief Restructuring Officer of the Applicants which is BlueTree Advisors Inc., using the services of its sole officer and director William Aziz, or such replacement CRO as may be approved by this Court;

(m) **"Directors"** means only those individuals who were, as at the Filing Date, directors or officers of any one or more of the Applicants or its Subsidiaries;

(n) **"Disputed Claim"** means a Claim or such portion thereof that is disputed by any of the Applicants or the Monitor;

(o) **"Dispute Notice"** means the notice delivered by a Creditor to the Monitor and the Applicants with respect to a Claim pursuant to paragraph 32 which shall be substantially in the form attached as Schedule 'E' hereto;

(p) **"Excluded Claim"** means, without prejudice to the Applicants' right to seek amendments to this Claims Order and to propose a treatment of claims under the Plan and subject to further order of this Court, and only for the purposes of the claims process described herein:

   (i) Claims secured by the Directors' Charge or the Administration Charge, each as defined in the Initial Order, and any further charge as may be ordered by this Court;

   (ii) Claims of the Directors pursuant to an indemnity from any Applicant or Subsidiary (which, for greater certainty, does not include STMG or its subsidiaries) which are not otherwise covered by the Directors' Charge; and

(iii) Claims imposed by statute and referred to in Section 18.2 of the CCAA.

(q) **"Filing Date"** means August 1, 2007;

(r) **"Initial Order"** means the Order of the Honourable Mr. Justice Morawetz dated August 1, 2007, as amended, extended, restated or varied from time to time;

(s) **"Instruction Letter"** means the instruction letter to Creditors, in substantially the form attached as Schedule 'B' hereto, regarding the completion of a Proof of Claim by a Creditor and the claims process described herein;

(t) **"Known Creditor"** means:

(i) any Person that the financial or other records of an Applicant as of the Claim Date disclose had, or may be entitled to assert a Claim, where monies in respect of such Claim remain unpaid in full or in part, without acknowledging in any respect the validity or existence of any such Claim; and

(ii) any Non Arms-Length Claimant (and service or notice to an individual Person shall be deemed to be effective service in respect of any corporate or other Person owned or controlled by such individual Person); and

(iii) Secured Creditors;

(u) **"Non Arms-Length Claimant"** means any Person who was a director or officer of any of the Applicants prior to the Filing Date, who was not also an officer or director of any of the Applicants as at the Filing Date, and all Persons related to such Non Arms-Length Claimant including but not limited to all companies or other legal entities that such Persons own or control in whole or in part, directly or indirectly, including but not limited to those Persons listed as defendants in litigation proceedings commenced by the Applicants in the Ontario Superior Court of Justice (General Division) as court file number 06-CL-6261;

(v) **"Notice of Revision or Disallowance"** means the notice delivered by the Monitor to a Creditor in accordance with paragraph 31 hereof which forms part of the Creditor's Dispute Package, which shall be substantially in the form attached as Schedule 'D' hereto;

(w) **"Notice to Creditors"** means the notice to Creditors for publication in accordance with paragraph 16 hereof, which shall be substantially in the form attached as Schedule 'A' hereto;

(x) **"Other Insolvency Proceeding"** means any voluntary or involuntary bankruptcy, receivership, liquidation, winding up or other realization process or proceeding involving the Applicants at any time whereby the claims of creditors are determined and the assets of the Applicants are distributed for the benefit of their creditors;

(y) **"Person"** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency, regulatory body or instrumentality thereof, legal personal representative or litigation guardian, or any other entity howsoever designated or constituted;

(z) **"Plan"** means the proposed plan(s) of compromise or arrangement to be filed by the Applicants pursuant to the CCAA, as same may be amended, supplemented or restated from time to time;

(aa) **"Proof of Claim"** means the form to be completed and filed by a Creditor setting forth its purported Claim, which shall be substantially in the form attached as Schedule 'C' hereto and which shall include all supporting documentation in respect of such Claim;

(bb) **"Proof of Claim Document Package"** means a document package which shall include a copy of the Instruction Letter, a Proof of Claim, this Claims Order and such other materials as the Monitor or Applicants may consider appropriate or desirable;

(cc) **"Restructuring Claim"** means any right of any Person against one or more of the Applicants in connection with any indebtedness, liability or obligation of any kind owed to such Person arising out of the restructuring, repudiation or termination after the Filing Date of any contract, lease or other agreement whether written or oral provided, however a "Restructuring Claim" shall not include Excluded Claims;

(dd) **"Restructuring Claims Bar Date"** means 5:00 p.m. (Eastern Standard Time) on July 11, 2008;

(ee) **"Secured Creditor"** means any Creditor holding a Claim, any portion of which is, or was at the Claim Date, a Secured Claim;

(ff) **"Secured Claim"** means, subject to the provisions of any settlement agreement approved by this Honourable Court, that portion of a Claim of a Secured Creditor that is: (i) secured by security validly charging or encumbering property or assets of any of the Applicants (including statutory and possessory liens that create security interests) up to the value of such collateral; and (ii) duly and properly perfected in accordance with the relevant legislation in the appropriate jurisdiction as of the Claim Date;

(gg) **"Subsidiary"** means any corporate entity that, directly or indirectly, is owned or controlled by any one or more of the Applicants, for the purpose of the *Business Corporations Act*, R.S.C. 1985 c. C-44, as amended to the date of this Order, including without limitation Domgroup Limited, 10 Toronto Street Inc., and Holcay Holdings Ltd. For all purposes under this Claims Order, Subsidiary shall not be defined to include Sun-Times Media Group, Inc. ("STMG") or its direct and indirect subsidiaries;

(hh) **"Supervising Judge"** means the Honourable Mr. Justice Campbell of the Ontario Superior Court of Justice (Commercial List);

(ii) **"U.S. Court"** means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 15 Proceedings;

(jj) **"Valuation Date"** means, with respect to all Claims other than as may be contained in any settlement agreement approved by this Honourable Court, April 30, 2008.

(kk) **"Website"** means the website of the Monitor, www.ey.com/ca/hollinger

3. **THIS COURT ORDERS** that all reference to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day in Toronto unless otherwise indicated herein.

4. **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation".

5. **THIS COURT ORDERS** that references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

General Provisions

6. **THIS COURT ORDERS** that the Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim, Notices of Revision or Disallowance and Dispute Notices are completed and executed, and may, where the Monitor is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Order as to completion and execution of Proofs of Claim, Notices of Revision or Disallowance and Dispute Notices and to request any further documentation the Monitor may require in order to enable it to determine the validity of a Claim.

7. **THIS COURT ORDERS** that any Claim denominated in any currency other than Canadian dollars shall, for the purposes of this Claims Order only (and without prejudice to the terms of the Plan), be converted to and shall constitute obligations in Canadian dollars, such calculation to be effected using the Bank of Canada noon spot rate on the Valuation Date (exchange rate conversion on such date was: CAD$1.00 = USD$.99 and CAD$1.00 = .64 Euro).

Monitor's Role in Claims Process

8. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties,

responsibilities and obligations under the CCAA and under the Initial Order, shall implement and oversee the claims process provided for herein, including the determination of Claims of Creditors as provided for herein, with assistance from the CRO, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Order.

9. **THIS COURT ORDERS** that the Monitor may apply to this Court for directions regarding its obligations in respect of the claims process provided for in this Claims Order.

10. **THIS COURT ORDERS** that the Monitor shall not have any responsibility or liability with respect to any information, confidential or otherwise, including without limitation, a Proof of Claim Document Package, a Creditor's Dispute Package or otherwise, distributed, circulated or released, whether intentional or unintentional, by the Monitor relating to the exercise of its powers and discharge of its obligations under this Claims Order. The Monitor shall be entitled to rely on the Applicants' books and records for all purposes including establishing the names and addresses of Known Creditors. In addition to the rights and protections afforded to the Monitor under the CCAA and the Initial Order or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the fulfillment of its duties in the carrying out of the provisions of this Claims Order, save and except for any gross negligence or willful misconduct on its part.

Claims Officer

11. **THIS COURT ORDERS** that, David E. Baird, Q.C. and such other Persons as may be designated by the Applicants, acceptable to the Monitor and approved by the Court, be and are hereby appointed as Claims Officers for the purpose of resolving any Disputed Claims in accordance with the claims process described herein.

12. **THIS COURT ORDERS** that, subject to the discretion of the Court, the Claims Officer shall determine the validity and amount of Disputed Claims in accordance with this Claims Order and, to the extent necessary, may determine whether any Claim or part thereof constitutes an Excluded Claim. The Claims Officer shall determine all procedural matters that may arise in respect of its determination, including the manner in which any evidence may be adduced. The Claims Officer shall have the discretion to determine by whom and to

what extent the costs of any hearing before the Claims Officer shall be paid.

13. **THIS COURT ORDERS** that the Claims Officer shall be entitled to reasonable compensation for the performance of its obligations set out in this Claims Order on the basis of the hourly rate customarily charged by the Claims Officer in performing comparable functions to those set out in this Claims Order and any disbursements incurred in connection therewith, including, without limitation, the reimbursement of any fees and expenses incurred by the Claims Officer in engaging any advisors pursuant to paragraph 42 herein. The fees and expenses of the Claims Officer shall be borne by the Applicants and shall be paid by the Applicants forthwith upon receipt of each invoice tendered by the Claims Officer.

14. The Administrative Charge (as defined in the Initial Order) is hereby amended and extended to include and to secure the fees and expenses of the Claims Officer provided for in this paragraph 14, and is hereby increased to the aggregate principal amount of $2,100,000.00. The Administrative Charge as amended by this Claims Order shall continue to secure any claims in favour of the beneficiaries referred to in the Initial Order up to the aggregate amount of $1,900,000.00, and shall also secure any claims of the Claims Officer up to the amount of $200,000.00.

15. The Claims Officer shall incur no liability or obligation as a result of its appointment or the fulfilling of its duties in carrying out of the provisions of this Claims Order, save and except for any gross negligence or willful misconduct on its part. The Applicants shall indemnify and hold harmless the Claims Officer with respect to any liability or obligation as a result of its appointment or the fulfilling of its duties in carrying out the provisions of this Claims Order, save and except for any gross negligence or willful misconduct on its part. No action, application or other proceeding shall be commenced against the Claims Officer as a result of, or relating in any way to its appointment as the Claims Officer, the fulfillment of its duties as the Claims Officer or the carrying out of any Order of this Court except with leave of this Court being obtained, and notice of any such motion seeking leave of this Court shall be served upon the Applicants, the Monitor and the Claims Officer at least seven (7) days prior to the return date of any such motion for leave.

Publication of Notice to Creditors

16. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Creditors to be published on two separate days on or before June 11, 2008 in each of (i) The Globe and Mail (National Edition) on one such day, (ii) the National Post on another such day, and (iii) The Wall Street Journal (U.S. Edition) on each of the two days.

17. **THIS COURT ORDERS** that electronic copies of both the Notice to Creditors and the Proof of Claim Document Package shall be posted on the Website.

Notice to Known Creditors

18. **THIS COURT ORDERS** that the Applicants shall advise the Monitor of all Known Creditors, and that the Monitor shall be entitled to rely on the accuracy and completeness of the information provided by the Applicants regarding the Known Creditors. For greater certainty, the Monitor shall have no liability in respect of the information provided to it regarding the Known Creditors and shall not be required to conduct any independent inquiry and/or investigation with respect to such information.

19. **THIS COURT ORDERS** that:

(a) The Monitor shall send a copy of the Proof of Claim Document Package to each Known Creditor by ordinary pre-paid mail as soon as practicable to the last known address for such Creditor on the Applicants' books and records, but in no event later than 11:59 p.m. on the seventh (7^{th}) Business Day following the issuance of the Chapter 15 Claims Order. The delivery of the Proof of Claim Document Package to a Creditor shall not constitute an admission by the Applicants or the Monitor of any liability of the Applicants to any Person;

(b) The Monitor shall send a copy of the Proof of Claim Document Package to each Creditor with a Restructuring Claim that arose after the Filing Date but prior to the Restructuring Claims Bar Date by ordinary pre-paid mail as soon as practicable, and in any event, no later than the date established for such purpose by further order of this Court; and

(c) The Monitor shall send by ordinary pre-paid mail, as soon as practicable following receipt of a request therefor, a copy of the Proof of Claim Document Package to any Person claiming to be a Creditor and requesting such material, or in the alternative, notify the purported Creditor that it may obtain an electronic copy of the Proof of Claim Document Package on the Website.

Any such service and delivery by the Monitor for all purposes under the Order shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (ii) if sent by fax, on the date on which the Monitor receives a successful facsimile transmission report or, if sent on a day that is not a Business Day or after 5:00 (Toronto time) on a Business Day, the following Business Day; (iii) if by courier, on the next following Business Day for courier deliveries within Canada, and on the third following Business Day for courier deliveries outside of Canada.

20. **THIS COURT ORDERS** that service by the Monitor of the Proof of Claim Document Package on Creditors and publication of the Notice to Creditors in the manner set forth herein shall constitute good and sufficient service upon the Creditors of notice of these proceedings, this Claims Order, the Claims Bar Date, the Restructuring Claims Bar Date and the related deadlines and procedures set forth herein, and that no other form of service or notice need be made by the Applicants or the Monitor to any Person, and no other document or material need be served on any Person in respect of the claims process detailed herein.

21. **THIS COURT ORDERS** that the form and substance of each of the Notice to Creditors, Instruction Letter, Proof of Claim, Notice of Revision or Disallowance and Dispute Notice substantially in the forms attached as Schedules 'A', 'B', 'C', 'D' and 'E' respectively to this Claims Order, are hereby approved. Despite the foregoing, the Applicants and the Monitor may, from time to time, make minor changes to such forms as the Applicants and the Monitor consider necessary or desirable.

Filing of Proofs of Claim

22. **THIS COURT ORDERS** that any Person asserting a Claim against one or more of the Applicants or the Directors shall file a Proof of Claim (including all supporting documentation) with the Monitor on or before the Claims Bar Date.

23. **THIS COURT ORDERS** that any Person asserting a Restructuring Claim that arose after the Filing Date against one or more Applicants or Directors shall file a Proof of Claim with the Monitor on or before the Restructuring Claims Bar Date.

24. **THIS COURT ORDERS** that, each Creditor shall file a separate Proof of Claim for each individual Applicant against which it asserts a Claim and shall include any and all Claims it asserts against an individual Applicant in a single Proof of Claim.

25. **THIS COURT ORDERS** that, any Creditor that does not file a Proof of Claim as provided for in paragraphs 22, 23 and 24 hereof so that such Proof of Claim is actually received by the Monitor on or before the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, or such later date as the Monitor and the Applicants may agree in writing or this Court may otherwise order:

(a) shall be and is hereby forever barred from making or enforcing any Claim as against any Applicant and the Directors, and all such Claims shall be forever extinguished;

(b) shall be and is hereby forever barred from making or enforcing any Claim as against any other Person who could claim contribution or indemnity from an Applicant;

(c) shall not be entitled to any further notice of any Orders made or steps taken in these proceedings; and

(d) shall not be entitled to participate as a Creditor in these proceedings and shall not be entitled to vote at any meetings of Creditors or to receive any distribution in respect of a Plan.

26. **THIS COURT ORDERS** that Creditors with Excluded Claims shall not be required to file a Proof of Claim in this process, unless required to do so by further order of this Court.

Determination of Claims

27. **THIS COURT ORDERS** that, other than in respect of Claims filed by Non Arms-Length Claimants, the Monitor, with the assistance of the CRO, shall review each Proof of Claim received by the Claims Bar Date or Restructuring Claims Bar Date, as applicable, and shall either accept, revise or disallow the amount claimed for voting and/or distribution purposes under the Plan. For greater certainty, and without limiting the foregoing, notwithstanding that the validity and quantum of a Claim as set out in a Proof of Claim may be accepted, in whole or in part, for voting purposes, the Monitor, in conjunction with the CRO, may dispute the validity or quantum of such Claim, in whole or in part for distribution purposes in respect of the Plan.

28. **THIS COURT ORDERS** that the acceptance of any Claim by the Monitor or other determination of same in accordance with this Order, in full or in part, and whether for voting and/or distribution purposes, shall not constitute an admission of any fact, thing, liability, or quantum of any claim by any party, save and except in the context of the within proceedings and for the sole purposes of the Plan.

Claims of Non Arms-Length Claimants

29. **THIS COURT ORDERS** that, if any Proof of Claim is received by the Monitor from a Non Arms-Length Claimant prior to the Claims Bar Date, such Claim will not be determined by the Monitor or the Claims Officer, but shall be referred to the Supervising Judge. Upon receipt of any Proof of Claim by a Non Arms-Length Claimant, the Monitor shall promptly take steps to schedule the earliest possible date for a hearing before the Supervising Judge for a determination of such Claim on a summary basis. Counsel for the Monitor, the Applicants and the Non Arms-Length Claimant shall attend at a 9:30 scheduling appointment with the Supervising Judge within ten (10) calendar days after the Claims Bar Date, at which time the Supervising Judge will determine (i) the date on which the hearing will be held; (ii) the manner in which evidence will be given or filed by all parties in respect of the hearing, (iii) the length and manner of submissions by all parties, (iv) the schedule for the delivery of all materials, and (v) such other matters as the Supervising Judge may determine are appropriate. Notwithstanding anything contained herein, subject to further Order of the

Court, nothing shall prejudice or delay the ability of the Applicants to hold a meeting of Creditors.

30. **THIS COURT ORDERS** that, for greater certainty, the Monitor shall not be required to issue a Notice of Revision or Disallowance or send a Creditor's Dispute Package in respect of any Proof of Claim filed by a Non Arms-Length Claimant. Any references in this Claims Order to the issuing of such notices or sending of such packages by the Monitor shall be deemed to exclude reference to Proofs of Claim filed by the Non Arms-Length Claimants. The Monitor shall provide counsel for the Non Arms-Length Claimant with not less than three (3) business days' notice of the date for the 9:30 attendance before the Scheduling Judge, as referred to in paragraph 29 herein.

Notices of Revision or Disallowance

31. **THIS COURT ORDERS** that if the Monitor, with the assistance of the CRO, disputes the amount of a Claim set forth in a Proof of Claim, the Monitor:

(a) may, in conjunction with the CRO, attempt to consensually resolve the amount of the Claim with the Creditor; and/or failing such resolution

(b) shall send a Creditor's Dispute Package to the Creditor.

Dispute Notices

32. **THIS COURT ORDERS** that any Creditor who receives a Creditor's Dispute Package and who does not agree with the amount of Claim set out in the Notice of Revision or Disallowance, shall file a Dispute Notice with the Monitor by the earlier of twenty (20) Business Days following receipt of the Creditor's Dispute Package, or such later date as the Monitor and the Applicants may agree in writing, or this Court may otherwise order.

33. **THIS COURT ORDERS** that if a Creditor who receives a Creditor's Dispute Package does not file a Dispute Notice in accordance with paragraph 32 hereof, then the value of such Creditor's Claim as described by the Monitor in the Notice of Revision or Disallowance, for all purposes, including but not limited to voting on any Plan and any distribution to Creditors, shall be deemed to be accepted as final and binding in all respects.

34. **THIS COURT ORDERS** that, upon receipt of a Dispute Notice, the Monitor, in conjunction with the CRO, may attempt to consensually resolve the amount of the Claim for voting and/or distribution purposes with the Creditor and/or deliver a copy of the Creditor's Dispute Package and the Creditor's Proof of Claim to the Claims Officer for determination.

35. **THIS COURT ORDERS** that if the Monitor, in conjunction with the CRO, is unable to resolve the dispute in respect of a Claim, such Claim may be accepted by the Monitor and the Applicants for voting purposes only, in which case the Claim shall be determined for all other purposes, including but not limited to distribution, by a Claims Officer in accordance with paragraph 38 hereof.

36. **THIS COURT ORDERS** that, notwithstanding any other provisions of this Order, prior to a hearing date being set by the Claims Officer, (i) the Monitor or (ii) any Applicant may apply to this Court to seek leave to have a Claim determined by the Supervising Judge for voting and/or distribution purposes, rather than having the Claim first determined by the Monitor or secondly by the Claims Officer as provided herein.

37. **THIS COURT ORDERS** that, notwithstanding anything herein to the contrary, the Monitor or the Applicants may move before this Court to resolve or seek directions in respect of the validity, effect and/or quantum of any Claim or any other aspect of the claims process outlined in this Claims Order.

Claims Officer's Hearing for Claims

38. **THIS COURT ORDERS** that upon receipt of a Creditor's Dispute Package and the Creditor's Proof of Claim, the Claims Officer determining the dispute shall determine the Creditor's Claim for voting purposes. The Claims Officer reviewing the Disputed Claim shall notify the Applicants, the Monitor and the Creditor of the Claims Officer's determination of the Creditor's Claim for voting purposes as soon as practicable after such determination. Notwithstanding anything contained in this Claims Order, subject to further order of the Court, nothing shall prejudice or delay the ability of the Applicants to hold a meeting of creditors.

39. **THIS COURT ORDERS** that upon receipt of a Creditor's Dispute Package and the

Creditor's Proof of Claim the Claims Officer hearing the dispute shall schedule and conduct a hearing in Toronto to determine the value of the Creditor's Claim for distribution purposes. The Claims Officer hearing the dispute shall notify the Applicants, the Monitor and the Creditor of the Claims Officer's determination of the value of the Creditor's Claim for distribution purposes as soon as practicable thereafter, but in no event later than thirty (30) calendar days after the conclusion of the hearing of the Disputed Claim.

40. **THIS COURT ORDERS** that, in the discretion of the Claims Officer, the determination of a Disputed Claim for voting and distribution purposes may be made at a single hearing.

41. **THIS COURT ORDERS** that, subject to paragraph 12 hereof, the parties to the Disputed Claim may offer evidence in support or in opposition to the Disputed Claim, and the Claims Officer shall determine the manner in which any such evidence may be brought before him by the parties, as well as any other procedural or evidentiary matters that may arise in respect of the hearing of a Disputed Claim, including, without limitation, the production of documents by any of the parties involved in the hearing of a Disputed Claim; *provided*, for greater certainty, that the hearing on the Disputed Claim and all such determinations made therein and in connection therewith, including procedural or evidentiary matters, shall be made in accordance with applicable common law in the Province of Ontario.

42. **THIS COURT ORDERS** that the Claims Officer may, at any time, engage such advisors as it deems necessary or appropriate to inquire into and report on any questions of fact, opinion or law relating to the hearing of a Disputed Claim.

Appeal of Claims Officer Determination

43. **THIS COURT ORDERS** that the Applicants, the Monitor or the Creditor may, at his/her/its/their own expense, appeal the Claims Officer's determination of a Disputed Claim to this Court within ten (10) calendar days of notification of the Claims Officer's determination of such Creditor's Claim by serving upon the Applicants or the Creditor, as applicable, and the Monitor and filing with this Court a notice of motion returnable on a date to be fixed by this Court as soon as practicable. If an appeal is not filed within such period in strict accordance with this Order, then the Claims Officer's determination shall, subject to further order of this Court, be final and binding in all respects, with no further right of

appeal.

44. **THIS COURT ORDERS** that, notwithstanding paragraph 43 hereof, findings of fact made by a Claims Officer in respect of a Disputed Claim shall be final and binding and shall not be subject to review on appeal to this Court, unless the Court determines that said findings of fact made by the Claims Officer constitute a palpable and overriding error. Except as expressly provided herein, nothing in this Order shall limit the grounds for an appeal pursuant to paragraph 43 hereof.

Set-Off

45. **THIS COURT ORDERS** that the Applicants may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made pursuant to the Plan to any Creditor, any claims of any nature whatsoever that any of the Applicants may have against such Creditor, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Applicants of any such claim that the Applicants may have against such Creditor.

Transfer of Claims

46. **THIS COURT ORDERS** that if, after filing a Proof of Claim, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Applicants shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Order prior to receipt and acknowledgment by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any defences and rights of set-off to which an Applicant may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claim assigned or transferred to it against or on account or in reduction of any

amounts owing by such Person to any of the Applicants. No transfer or assignment shall be received for voting purposes unless such transfer shall have been received by the Monitor at least ten (10) Business Days prior to the date fixed by the Court for voting upon the Plan.

47. **THIS COURT ORDERS** that if, after filing a Proof of Claim, the holder or subsequent holder of the whole of a Claim who has been acknowledged by the Monitor as the Creditor in respect of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create separate Claims and such Claim shall continue to constitute and be dealt with as a single Claim. Notwithstanding such transfer or assignment, the Applicants and the Monitor shall, in each such case, not be bound to recognize or acknowledge any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim, provided that such Creditor may, by notice in writing to the Monitor in accordance with paragraph 48, direct the subsequent dealings in respect of such Claim, but only as a whole. In such event, such transferee or assignee of the Claim shall be bound by any notices given or steps taken in respect of the whole of such Claim in accordance with this Claims Order.

Service and Notice

48. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Proofs of Claim and Dispute Notices) to be given under this Claims Order by a Creditor to the Monitor shall be in writing in the form provided for in this Claims Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or facsimile transmission addressed to:

Ernst & Young Inc., the Monitor

By Mail:
P.O. Box 251
Ernst & Young Tower
222 Bay Street, 21st Floor

Toronto, ON M5K 1J7

By Courier:

222 Bay Street, 21st Floor
Ernst & Young Tower
Toronto, ON M5K 1J7

Attention: Christopher Mediratta

Fax: (416) 943-3300

Any such notice or other communication delivered by a Creditor shall be deemed to be received upon actual receipt by the Monitor thereof during normal business hours on a Business Day or, if delivered outside of normal business hours, on the next Business Day.

49. **THIS COURT ORDERS** that if, during any period in which notices or other communications are being given pursuant to this Claims Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, or facsimile transmission in accordance with this Claims Order.

<u>Miscellaneous</u>

50. **THIS COURT ORDERS** that notwithstanding any other provision of this Claims Order, the solicitation by the Monitor or the Applicants of Proofs of Claim, and the filing by any Person of any Proof of Claim shall not, for that reason only, grant any Person any standing or rights under any proposed Plan or constitute that Person as a Creditor for any purposes whatsoever.

51. **THIS COURT ORDERS** that nothing in this Claims Order shall constitute or be deemed to constitute an allocation or assignment of Claims or Excluded Claims by the Applicants into

particular classes for the purposes of a Plan and, for greater certainty, the treatment of Claims and the classes of creditors for voting and distribution purposes shall be subject to the terms of any proposed Plan or further order of this Court.

52. **THIS COURT ORDERS** that if the Applicants' Plan is not approved and the Applicants enter into any Other Insolvency Proceeding, the claims process established by this Claims Order may, at the option of the Applicants, constitute and be deemed to be the complete and final claims process for any such Other Insolvency Proceedings; subject to approval of this Claims Order and the claims process established herein and conducted hereunder by further Order of this Court and supplemental Order of the U.S. Court entered in connection with those Other Insolvency Proceedings.

Effect, Recognition, Assistance

53. **THIS COURT ORDERS** that the Applicants, the Monitor and the Claims Officer may, from time to time, apply to this Court for advice and directions in connection with any matter or thing relating to this Claims Order.

54. **THIS COURT ORDERS** that this Claims Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

55. **THIS COURT ORDERS AND REQUESTS** the aid, recognition and assistance of any court or any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to section 17 of the CCAA) and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States and the states or other subdivisions of the United States and of any other nation or state, to act in aid of and to be complementary to this Court in carrying out the terms of this order. Each of the Applicants and the Monitor shall be at liberty, and is hereby authorized and empowered, to make such further applications, motions or proceedings to or before such other courts and judicial regulatory and administrative

bodies, and take such other steps, in Canada or in the United States of America, as may be necessary or advisable to give effect to this Order and any other Order granted by this Court.

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

MAY 2 6 2008

PER/PAR:

SCHEDULE 'A'

NOTICE TO CREDITORS OF
HOLLINGER INC., 4322525 CANADA INC. and SUGRA LIMITED
(collectively, the "Applicants")

Re: NOTICE OF CLAIMS PROCEDURE FOR THE APPLICANTS PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT* ("CCAA")

NOTICE IS HEREBY GIVEN pursuant to an order of the Ontario Superior Court of Justice (the "Court") dated May 21, 2008 (the "Claims Order") that the Court has ordered that Proof of Claim Document Packages (as defined in the Claims Order) are to be sent to various Known Creditors of the Applicants as specified and defined in the Claims Order. All capitalized terms used in this Notice and not otherwise defined are as defined in the Claims Order. You should carefully review the Claims Order and all defined terms therein. A copy of the Claims Order and the Proof of Claim Document Package can be obtained from the Monitor's website at **www.ey.com/ca/hollinger**

Any Person who believes that they have a Claim against any of the Applicants that arose prior to August 1, 2007, should complete and file with the Monitor a separate Proof of Claim for each Applicant against which it asserts a Claim, which Proof of Claim must be received by the Monitor by **5:00 p.m. (Eastern Standard Time) on July 11, 2008 (the "Claims Bar Date").**

Any Person who believes that they have a Restructuring Claim against any of the Applicants should complete and file with the Monitor a Proof of Claim for each Applicant against which it asserts a Restructuring Claim, which Proof of Claim must be received by the Monitor by **5:00 p.m. (Eastern Standard Time) on July 11, 2008 (the "Restructuring Claims Bar Date").**

CLAIMS THAT ARE NOT RECEIVED BY THE CLAIMS BAR DATE AND RESTRUCTURING CLAIMS THAT ARE NOT RECEIVED BY THE RESTRUCTURING CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER AND SUCH PERSONS WILL NOT BE ENTITLED TO PARTICIPATE IN ANY PLAN OF ARRANGEMENT OR COMPROMISE.

Creditors who have not received a Proof of Claim Document Package can obtain a copy from the Monitor's website at **www.ey.com/ca/hollinger** or by contacting the Monitor by telephone through its toll free number: 1-888-788-9099.

DATED this __________ day of ____________________, 2008.

SCHEDULE 'B'

INSTRUCTION LETTER
FOR THE CLAIMS PROCEDURE FOR
HOLLINGER INC., 4322525 CANADA INC. and SUGRA LIMITED
(collectively, the "Applicants")

Claims Process

By Order of the Honourable Mr. Justice Campbell dated May 21, 2008 (as may be amended from time to time, the "Claims Order") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA"), the Monitor has been authorized to conduct a claims process (the "Claims Process"). A copy of the Claims Order can be obtained from the website of the Monitor Ernst & Young Inc. at **www.ey.com/ca/hollinger**

This letter provides general instructions for completing the Proof of Claim form. As of the date of this instruction letter, there have been no proposed plans of arrangement or compromise pursuant to the CCAA. Capitalized terms not defined within this instruction letter shall have the meaning set out in the Claims Order. You should review the Claims Order carefully for all terms defined therein.

The Claims Process is intended for any Person with a Claim of any kind or nature whatsoever, other than an Excluded Claim, against any or all of the Applicants arising on or prior to August 1, 2007, whether unliquidated, contingent or otherwise.

All notices and inquiries with respect to the Claims Process should be directed to the Monitor by prepaid registered mail, courier, personal delivery or facsimile transmission at the address below:

Ernst & Young Inc., the Court-
appointed Monitor of the Applicants

By Mail:
P.O. Box 251
Ernst & Young Tower
222 Bay Street, 21st Floor

Toronto, ON M5K 1J7

By Courier:

222 Bay Street, 21st Floor
Ernst & Young Tower
Toronto, ON M5K 1J7

Attention: Christopher Mediratta
Telephone: 1-888-788-9099
Fax: (416) 943-3300

<u>**FOR CREDITORS SUBMITTING A PROOF OF CLAIM FORM**</u>

If you believe that you have a Claim against any or all of the Applicants you must file a Proof of Claim form with the Monitor. A separate Proof of Claim must be filed for each Applicant against which you believe you have a Claim. All Proofs of Claim for Claims arising prior to August 1, 2007 **must be received by the Monitor on or before 5:00 pm (Eastern Standard Time) on July 11, 2008**, unless the Monitor and the Applicants agree in writing or the Court orders that the Proof of Claim be accepted after that date.

All Claims are to be filed in the currency of the transactions. For the purposes of the Claims Process only (and without prejudice to the terms of any plan of arrangement or compromise) Claims in foreign currency will be converted to Canadian dollars at the Bank of Canada noon spot rate as at the Valuation Date (exchange rate conversions on such date were CAD$1.00 = USD$ .99 and CAD$1.00 = .64 Euro).

Additional Proof of Claim forms can be obtained from the Monitor's website at www.ey.com/ca/hollinger or by contacting the Monitor at 1-888-788-9099 and by providing the particulars as to your name, address, facsimile number, email address and contact person. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

DATED this __________ day of ____________________, 2008.

SCHEDULE 'C'

PROOF OF CLAIM

FOR CREDITORS OF HOLLINGER INC., 4322525 CANADA INC. and SUGRA LIMITED (EACH AN "APPLICANT" AND COLLECTIVELY, THE "APPLICANTS")

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim form. Capitalized terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the Order of the Superior Court of Justice (Commercial List) dated May 21, 2008, as may be amended from time to time (the "Claims Order"). A separate Proof of Claim should be submitted for each Applicant against which you assert a Claim.

1. **COMPANY AGAINST WHICH YOU ASSERT A CLAIM:**

   Check only one company for each Proof of Claim. If you have Claims against more than one company you must file a separate Proof of Claim for each.

   Hollinger Inc. ☐
   4322525 Canada Inc. ☐
   Sugra Limited ☐

   (the "Applicant").

2. **PARTICULARS OF CREDITOR:**

   (a) Full Legal Name of Creditor (include trade name, if different):

   ____

   ____
   (the "Creditor"). The full legal name should be the name of the Creditor of the Applicant, notwithstanding whether an assignment of a Claim, or a portion thereof, has occurred prior to or following August 1, 2007.

(b) Full Mailing Address of the Creditor:

____

____

____

The mailing address should be the mailing address of the Creditor and not any assignee.

(c) Other Contact Information of the Creditor:

Telephone Number: ______________________

Email Address: ______________________

Facsimile Number: ______________________

Attention (Contact Person): ______________________

(d) Has the claim set out herein been sold, transferred or assigned by the Creditor to another party?

Yes: ☐ No: ☐

3. **PARTICULARS OF ASSIGNEE(S) (IF APPLICABLE)**

If the Claim set out herein has been sold, transferred or assigned, complete the required information set out below. If there is more than one assignee, please attach a separate sheet that contains all of the required information set out below for each assignee.

(a) Full Legal Name of Assignee:

____

____

(b) Full Mailing Address of the Assignee:

Other Contact Information of the Assignee:

Telephone Number: ____________________

Email Address: ____________________

Facsimile Number: ____________________

Attention (Contact Person): ____________________

4. **PROOF OF CLAIM**

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

(a) That I:

☐ am a Creditor of one or more of the Applicants; <u>**OR**</u>

☐ am

(state position or title)

of

(name of Creditor)

(b) That I have knowledge of all the circumstances connected with the Claim described and set out below;

(c) The Applicant was and still is indebted to the Creditor as follows (include all Claims that you assert against the Applicant. Claims should be filed in the currency of the transactions, with reference to the contractual rate of interest, if any, and such currency should be indicated as provided below) in respect of a Claim arising on or prior to August 1, 2007:

__________$____________________

(Original Currency)

(d) The Applicant was and still is indebted to the Creditor as follows in respect of a Restructuring Claim arising on or after August 1, 2007:

____________$______________________________

For the purposes of the Claims Order only (and without prejudice to the terms of any plan of arrangement or compromise), Claims will be converted to Canadian dollars at the Bank of Canada noon spot rate as at the Valuation Date. (exchange rate conversions on such date were: CAD$1.00 = USD$ .99 and CAD$1.00 = .64 Euro.

5. **NATURE OF CLAIM**

(CHECK AND COMPLETE APPROPRIATE CATEGORY)

☐ Unsecured Claim of ________ $____________________________
(Original Currency and amount)

☐ Secured Claim of __________$______________________________
(Original Currency and amount)

In respect of this debt, I hold security over the assets of the Applicant valued at __________ $______________________, the
(Original Currency and amount)
particulars of which security and value are attached to this Proof of Claim form.

(Give full particulars of the security, including the date on which the security was given the value which you ascribe to the assets charged by your security, the basis for such valuation and attach a copy of the security documents evidencing the security.)

6. **PARTICULARS OF CLAIM**

Other than as already set out herein, the particulars of the undersigned's total Claim against the Applicant are attached on a separate sheet.

*Provide all particulars of the Claim and supporting documentation that you feel will assist in the determination of your Claim. **At a minimum, you are required to provide the invoice date, invoice number, the amount of each outstanding invoice and the related purchase order number.** Further particulars may include the following if applicable: a description of the transaction(s) or agreement(s) giving rise to the Claim; contractual rate of interest (if applicable); name of any guarantor which has guaranteed the Claim; details of all credits, discounts etc claimed; description of the security if any, granted by the affected Applicant to the Creditor, the estimated value of such security and the basis for such valuation; and the* *particulars of any Restructuring Claim.*

7. **Filing of Claim**

This Proof of Claim form must be received by the Monitor by no later than **5:00 pm (Eastern Standard Time) on July 11, 2008,** by either prepaid registered mail, personal delivery, courier, facsimile transmission at the following address:

Ernst & Young Inc., the Court-
appointed Monitor of the Applicants

By Mail:
P.O. Box 251
Ernst & Young Tower
222 Bay Street, 21st Floor

Toronto, ON M5K 1J7

By Courier:

222 Bay Street, 21st Floor
Ernst & Young Tower
Toronto, ON M5K 1J7

Attention: Christopher Mediratta

Fax: (416) 943-3300

Failure to file your Proof of Claim and any required documentation as directed by 5:00 pm on July 11, 2008 (Eastern Standard Time) will result in your Claim being barred and you will be prohibited from making or enforcing a Claim against the Applicants and you shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a Creditor, in these proceedings.

DATED this __________ day of ______________________, 2008.

Name of creditor: ______________________________

______________________________ Per: ______________________________

Witness

Name:
Title:
(*please print*)

SCHEDULE 'D'

NOTICE OF REVISION OR DISALLOWANCE FOR VOTING AND/OR DISTRIBUTION PURPOSES

FOR CREDITORS OF HOLLINGER INC., 4322525 CANADA INC. and SUGRA LIMITED (EACH AN "APPLICANT" AND COLLECTIVELY, THE "APPLICANTS")

Claim Reference Number: ______________________

Name of Applicant: ______________________

TO: ______________________
(Name of Creditor)

Capitalized terms not defined within this Notice of Revision or Disallowance shall have the meaning ascribed thereto in the order of the Ontario Superior Court of Justice (Commercial List) dated May 21, 2008 (the "Claims Order"). **All dollar values contained herein are in Canadian dollars unless otherwise noted.**

Pursuant to paragraph 32 of the Claims Order, Ernst & Young Inc., in its capacity as Court-appointed Monitor of the Applicants hereby gives you notice that the Monitor, with the assistance of the Applicants, has reviewed your Proof of Claim and has revised or disallowed your Claim. Subject to further dispute by you in accordance with the Claims Order your Claim will be allowed as follows:

	Proof of Claim Amount	Amount Allowed by Monitor for	
		Voting	Distribution
Unsecured Claim	$	$	$
Secured Claim	$	$	$
Restructuring Claim	$	$	$

REASON(S) FOR THE REVISION OR DISALLOWANCE

____

____

____

____

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____

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must **within twenty (20) Business Days after receipt of this Notice of Revision or Disallowance** deliver to the Monitor a Dispute Notice (in the form enclosed) either by prepaid registered mail, personal delivery, courier or facsimile to the following address. In accordance with the Claims Order, notices are deemed to have been received on the date of actual receipt thereof during normal business hours on a Business Day or if delivered outside of normal business hours, on the next Business Day.

Ernst & Young Inc., the Court-
appointed Monitor of the Applicants

By Mail:
P.O. Box 251
Ernst & Young Tower
222 Bay Street, 21st Floor

Toronto, ON M5K 1J7

By Courier:

222 Bay Street, 21st Floor
Ernst & Young Tower
Toronto, ON M5K 1J7

Attention: Christopher Mediratta

Fax: (416) 943-3300

IF YOU FAIL TO FILE YOUR DISPUTE NOTICE WITHIN TWENTY (20) BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE OF REVISION OR DISALLOWANCE, THE VALUE OF YOUR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.

DATED this __________ day of ____________________, 2008.

SCHEDULE 'E'

DISPUTE NOTICE

FOR VOTING AND/OR DISTRIBUTION PURPOSES
FOR CREDITORS OF HOLLINGER INC., 4322525 CANADA INC. and SUGRA LIMITED (EACH AN "APPLICANT" AND COLLECTIVELY, THE "APPLICANTS")

Claim Reference Number: ______________________________

Name of Company against
which a Claim is asserted: ______________________________

1. **Particulars of Creditor**

(a) Full Legal Name of Creditor (include trade name, if different):

____

____

(*the "Creditor"*).

(b) Full Mailing Address of the Creditor:

____

____

____

(c) Other Contact Information of the Creditor:

Telephone Number: ____________________

Email Address: ____________________

Facsimile Number: ____________________

Attention (Contact Person): ____________________

2. **Particulars of original Creditor from whom you acquired the Claim, if applicable:**

(a) Have you acquired this Claim by assignment? If yes, if not already provided, attach documents evidencing assignment.

Yes: ☐ No: ☐

(b) Full Legal Name of original creditor(s): ____________________

3. **Dispute of Revision or Disallowance of Claim for Voting and/or Distribution Purposes**

For the purposes of the Claims Order only (and without prejudice to the terms of any plan of arrangement or compromise) claims in a foreign currency will be converted to Canadian dollars at the Bank of Canada noon spot rate as at the Valuation Date (exchange rate conversions on such date were: CAD$1.00 = USD$ .99 and CAD$1.00 = .64 Euro).

The Creditor hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

	Amount Allowed by Monitor for			**Amount claimed by Creditor for**	
	Voting	**Distribution**		**Voting**	**Distribution**
Unsecured Claim	$	$	Unsecured Claim	$	$
Secured Claim	$	$	Secured Claim	$	$
Restructuring Claim	$	$	Restructuring Claim	$	$

REASON(S) FOR THE DISPUTE

(You must include a list of reasons as to why you are disputing your Claim as set out in the Notice of Revision or Disallowance.)

____

____

____

____

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____

SERVICE OF DISPUTE NOTICES

If you intend to dispute the Notice of Revision or Disallowance, you must **within twenty (20) Business Days after receipt of the Notice of Revision or Disallowance** deliver to the Monitor this Dispute Notice either by prepaid registered mail, personal service, courier, facsimile transmission to the following address. In accordance with the Claims Order, notices shall be deemed to be received upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

Ernst & Young Inc., the Court-appointed
Monitor of the Applicants

By Mail:
P.O. Box 251
Ernst & Young Tower
222 Bay Street, 21st Floor

Toronto, ON M5K 1J7

By Courier:

222 Bay Street, 21st Floor
Ernst & Young Tower
Toronto, ON M5K 1J7

Attention: Christopher Mediratta

Fax: (416) 943-3300

DATED this __________ day of ____________________, 2008.

Name of creditor: ________________________________

________________________________ Per: ________________________________

Witness

Name:
Title:
(*please print*)

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO **HOLLINGER INC., 4322525 CANADA INC.** and **SUGRA LIMITED**

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

CLAIMS ORDER

ThorntonGroutFinnigan LLP
Suite 3200, Canadian Pacific Tower
100 Wellington St. West, P.O. Box 329
Toronto-Dominion Centre
Toronto, ON M5K 1K7

Robert I. Thornton – 24266B
D.J. Miller – 34393P

Tel: (416) 304-1616
Fax: (416) 304-1313

Solicitors for the Applicants

EXHIBIT "C"

EXHIBIT "C"

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	WEDNESDAY, THE 27th DAY
	)	
JUSTICE CAMPBELL	)	OF AUGUST, 2008

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO **HOLLINGER INC.**, **4322525 CANADA INC.** and **SUGRA LIMITED**

Applicants

SUPERIOR COURT OF JUSTICE COUR SUPÉRIEURE DE JUSTICE

NON-APPLICANT CLAIMS ORDER

THIS MOTION made by the Applicants for an Order establishing a claims process for the identification and determination of all Claims (as defined herein) against the following non-Applicant subsidiaries of the Applicants: Domgroup Ltd., 10 Toronto Street Inc., Holcay Holdings Ltd. and 021173 N.B. Limited a.k.a. Willett Foods f/k/a Willett Food Company (collectively, the "**Non-Applicants**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Applicants' Notice of Motion dated August 15, 2008, the 9th Report of Ernst & Young Inc. in its capacity as Court-appointed monitor of the Applicants (the "**Monitor**") and on hearing from counsel for the Applicants, the Monitor, Davidson Kempner Capital Management LLC and certain of its affiliates (collectively, "**DK**"), Sun-Times Media Group, Inc. ("**STMG**"), Delaware Trust Company, National Association, in its capacity as collateral agent and as trustee under an indenture dated as of March 10, 2003 and HSBC Bank USA, National Association, in its capacity as trustee under an indenture dated as of September 30, 2004 (collectively, the "**Indenture Trustees**"), and such other counsel as were present and on being advised that the Service List as of August 15, 2008 was served electronically with the Applicants'

Notice of Motion dated August 15, 2008 herein,

Service

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

Definitions and Interpretations

2. **THIS COURT ORDERS** that, for the purposes of this Order (the **"Non-Applicant Claims Order"**), in addition to the terms defined elsewhere in this Non-Applicant Claims Order, the following terms shall have the following meanings:

   (a) **"Business Day"** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;

   (b) **"Claim"** means:

      (i) a Secured Claim;

      (ii) a Domgroup OPEB Claim; and

      (iii) the rights of any Person whatsoever, including any Secured Creditor, against one or more of the Non-Applicants or the Directors, whether or not asserted and however acquired, in connection with any (a) indebtedness, liability or obligation of any kind of one or more of the Non-Applicants and/or Directors in existence on the Claim Date, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, direct or indirect, by guarantee, surety, insurance deductible or otherwise, and whether or not such claim or right arises out of a contract that is executory or anticipatory in nature, (b) right of any Person, including but not limited to any Non Arms-Length Claimant, to assert a claim against the Non-Applicants for any advancement payments or any indemnification obligations or any claim for contribution, indemnity, damages or payment whether directly or by way of third party claim or otherwise with respect to any matter, action, cause of action or chose in action, whether asserted or not, which is based in whole or in part on facts or circumstances existing as at the Claim Date; (c) any other claims that would have been claims provable in bankruptcy had the applicable Non-Applicant become bankrupt on the Claim Date;

but Claim shall not include any indebtedness, liability or obligation owing by any Non-Applicant to another Non-Applicant, or any indebtedness, liability or obligation owing by a Non-Applicant to any of the Applicants.

(c) **"Claims Bar Date"** means, with respect to all Claims other than Domgroup OPEB Claims (as defined herein), 5:00 p.m. (Eastern Standard Time) on September 30, 2008, or such later date as may be ordered by this Court. Notwithstanding anything else contained in this Non-Applicant Claims Order, the Claims Bar Date for Domgroup OPEB Claims shall be thirty (30) calendar days following the date of an Order made by this Honourable Court appointing Representative Counsel for all Persons having a Domgroup OPEB Claim;

(d) **"Claim Date"** means August 27, 2008, which shall be the date for determining all Claims under this Claims Order;

(e) **"Claims Order"** means the Order of Mr. Justice Campbell dated May 21, 2008 ordering the implementation of a CCAA Claim Process for all claims against the Applicants as set out therein;

(f) **"Claims Officer"** means David E. Baird, Q.C. appointed by the Court pursuant to paragraph 11 of the Claims Order and paragraph 10 of this Non-Applicant Claims Order;

(g) **"Creditor"** means any Person having a Claim including any Known Creditor, and includes without limitation the transferee or assignee of a Claim or a trustee, liquidator, receiver, receiver and manager, or other Person acting on behalf of such

Person;

(h) **"Creditor's Dispute Package"** means a copy of the Notice of Revision or Disallowance associated with the Creditor's Proof of Claim and the Dispute Notice;

(i) **"CRO"** means the Chief Restructuring Officer of the Applicants and the Non-Applicants, which is BlueTree Advisors Inc., using the services of its sole officer and director William E. Aziz, or such replacement CRO as may be approved by this Court in respect of the Applicants, or as may be appointed by the Non-Applicants;

(j) **"Directors"** means only those individuals who were, as at July 31, 2007, a director or officer of any one or more of the Non-Applicants or have been, since July 31, 2007, a director or officer of any one or more of the Non-Applicants;

(k) **"Disputed Claim"** means a Claim or such portion thereof that is disputed by any of the Non-Applicants or the Monitor;

(l) **"Dispute Notice"** means the notice delivered by a Creditor to the Monitor and the Non-Applicants with respect to a Claim pursuant to paragraph 27 which shall be substantially in the form attached as Schedule 'E' hereto;

(m) **"Domgroup OPEB Claim"** means the right of any Person to assert an existing or future Claim for payment, reimbursement or coverage arising in connection with any post-employment benefit plan involving Domgroup Ltd. or 10 Toronto Street Inc., whether in relation to medical, dental, disability, life insurance or other form of benefit, obligation or payment to which such Person (or others who may be entitled to claim under or through such Person) might be entitled. For greater certainty, a Domgroup OPEB Claim does not include: (i) a Claim in respect of any pension top-up payments for retirees of the former Dominion Stores and / or their surviving spouses (ii) a Claim in respect of any long-term disability payment or entitlement; however each of (i) and (ii) are a Claim for all purposes under this Non-Applicant Claims Order;

(n) **"Insolvency Proceeding"** means any voluntary or involuntary bankruptcy, receivership, liquidation, winding up or other realization process or proceeding involving the Non-Applicants at any time whereby the claims of creditors are determined and the assets of the Non-Applicants are distributed for the benefit of their creditors;

(o) **"Instruction Letter"** means the instruction letter to Creditors, in substantially the form attached as Schedule 'B' hereto, regarding the completion of a Proof of Claim by a Creditor and the claims process described herein;

(p) **"Known Creditor"** means:

(i) any Person that the financial or other records of a Non-Applicant as of the Claim Date disclose had, or may be entitled to assert a Claim, where monies in respect of such Claim remain unpaid in full or in part, without acknowledging in any respect the validity or existence of any such Claim;

(ii) any Non Arms-Length Claimant (and service or notice to an individual Person shall be deemed to be effective service in respect of any corporate or other Person owned or controlled by such individual Person);

(iii) Secured Creditors; and

(iv) Representative Counsel (as defined herein), upon his or her appointment by this Honourable Court in respect of and on behalf of all Persons having a Domgroup OPEB Claim;

(q) **"Multi-Party Settlement"** means the Multi-Party Settlement dated May 14, 2008 among the Applicants, STMG and DK as approved by Order of the Court dated May 21, 2008;

(r) **"Non Arms-Length Claimant"** means any Person who was a director or officer of any of the Non-Applicants prior to the commencement of the Applicants' CCAA Proceedings, who was not also an officer or director of any of the Non-Applicants after such date, and all Persons related to such Non Arms-Length Claimant including but not limited to all companies or other legal entities that such Persons own or control in whole or in part, directly or indirectly;

(s) **"Notice of Revision or Disallowance"** means the notice delivered by the Monitor to a Creditor in accordance with paragraph 26 hereof which forms part of the Creditor's Dispute Package, which shall be substantially in the form attached as Schedule 'D' hereto;

(t) **"Notice to Creditors"** means the notice to Creditors for publication in accordance with paragraph 13 hereof, which shall be substantially in the form attached as Schedule 'A' hereto;

(u) **"Person"** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, group, unincorporated organization, joint venture, government or any agency, regulatory body or instrumentality thereof, legal personal representative or litigation guardian, or any other entity howsoever designated or constituted;

(v) **"Proof of Claim"** means the form to be completed and filed by a Creditor setting forth its purported Claim, which shall be substantially in the form attached as Schedule 'C' hereto and which shall include all supporting documentation in respect of such Claim;

(w) **"Proof of Claim Document Package"** means a document package which shall include a copy of the Instruction Letter, a Proof of Claim, this Non-Applicant Claims Order and such other materials as the Monitor or Non-Applicants may consider appropriate or desirable;

(x) **"Representative Counsel"** means counsel appointed by this Honourable Court to act as a legal representative for Persons holding Domgroup OPEB Claims;

(y) **"Secured Creditor"** means any Creditor holding a Claim, any portion of which is, or was at the Claim Date, a Secured Claim;

(z) **"Secured Claim"** means, subject to the provisions of any settlement agreement approved by this Honourable Court, that portion of a Claim of a Secured Creditor that is: (i) secured by security validly charging or encumbering property or assets of any of the Non-Applicants (including statutory and possessory liens that create security interests) up to the value of such collateral; and (ii) duly and properly perfected in accordance with the relevant legislation in the appropriate jurisdiction as of the Claim Date;

(aa) **"Supervising Judge"** means the Honourable Mr. Justice Campbell of the Ontario Superior Court of Justice (Commercial List);

(bb) **"Website"** means the website of the Monitor, www.ey.com/ca/hollinger

3. **THIS COURT ORDERS** that all references to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day in Toronto unless otherwise indicated herein.

4. **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation".

5. **THIS COURT ORDERS** that references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

General Provisions

6. **THIS COURT ORDERS** that the Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim, Notices of Revision or Disallowance and Dispute Notices are completed and executed, and may, where the Monitor is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Non-Applicant Claims Order as to completion and execution of Proofs of Claim, Notices of Revision or Disallowance and Dispute Notices and to request any further documentation the Monitor may require in order to enable it to determine the validity of a Claim.

Monitor's Role in Claims Process

7. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall implement

and oversee the claims process in respect of the Non-Applicants as provided for herein, including the determination of Claims of Creditors as provided for herein, with assistance from the CRO, and is hereby directed and empowered to take such other actions and as are contemplated by this Non-Applicant Claims Order.

8. **THIS COURT ORDERS** that the Monitor may apply to this Court for directions regarding its obligations in respect of the claims process provided for in this Non-Applicant Claims Order.

9. **THIS COURT ORDERS** that neither the Monitor nor the CRO shall have any responsibility or liability with respect to any information, confidential or otherwise, including without limitation, a Proof of Claim Document Package, a Creditor's Dispute Package or otherwise, distributed, circulated or released, whether intentional or unintentional, by the Monitor or CRO relating to the exercise of their powers and discharge of their obligations under this Non-Applicant Claims Order. The Monitor and the CRO shall be entitled to rely on the Non-Applicants' books and records for all purposes including establishing the names and addresses of Known Creditors. The rights and protections afforded to the Monitor under the CCAA and the Initial Order or as an officer of this Court, and the rights and protections afforded to the CRO of the Applicants under the Order of this Court dated May 21, 2008 and pursuant to any indemnity from the Applicants and Non-Applicants, apply to the activities of the Monitor and the CRO under this Order. Neither the Monitor nor the CRO of the Non-Applicants shall incur any liability or obligation as a result of the fulfillment of their respective duties in the carrying out of the provisions of this Non-Applicant Claims Order, save and except for any gross negligence or willful misconduct on their part.

<u>Claims Officer</u>

10. **THIS COURT ORDERS** that, subject to paragraph 7 herein and subject to the discretion of the Court on a motion pursuant to paragraph 30 hereof, the Claims Officer shall determine the validity and amount of Disputed Claims in accordance with this Non-Applicant Claims Order. The Claims Officer shall determine all procedural matters that may arise in respect of its determination, including the manner in which any evidence may be adduced. The Claims

Officer shall have the discretion to determine by whom and to what extent the costs of any hearing before the Claims Officer shall be paid.

11. **THIS COURT ORDERS** that the Claims Officer shall be entitled to reasonable compensation for the performance of its obligations set out in this Non-Applicant Claims Order which shall be paid by the Non-Applicants on the same terms as set out in paragraphs 13 and 14 of the Claims Order.

12. **THIS COURT ORDERS** that the Claims Officer shall incur no liability or obligation as a result of the fulfilling of its duties in carrying out of the provisions of this Non-Applicant Claims Order, save and except for any gross negligence or willful misconduct on its part. The Non-Applicants shall indemnify and hold harmless the Claims Officer with respect to any liability or obligation as a result of the fulfilling of its duties in carrying out the provisions of this Non-Applicant Claims Order, save and except for any gross negligence or willful misconduct on its part. No action, application or other proceeding shall be commenced against the Claims Officer as a result of, or relating in any way to its appointment as the Claims Officer, the fulfillment of its duties as the Claims Officer or the carrying out of any Order of this Court except with leave of this Court being obtained, and notice of any such motion seeking leave of this Court shall be served upon the Applicants, the Non-Applicants, the Monitor and the Claims Officer at least seven (7) days prior to the return date of any such motion for leave.

<u>Publication of Notice to Creditors</u>

13. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Creditors to be published on two separate days on or before September 3, 2008 in each of (i) The Globe and Mail (National Edition) on one such day; (ii) the National Post on another such day; and (iii) the Cayman Free Press on one day and the Cayman Gazette on one day in respect of Claims only against Holcay Holdings Ltd. or its Directors.

14. **THIS COURT ORDERS** that electronic copies of both the Notice to Creditors and the Proof of Claim Document Package shall be posted on the Website.

<u>Notice to Known Creditors</u>

15. **THIS COURT ORDERS** that the Non-Applicants shall advise the Monitor of all Known Creditors, and that the Monitor shall be entitled to rely on the accuracy and completeness of the information provided by the Non-Applicants regarding the Known Creditors. For greater certainty, neither the CRO nor the Monitor shall have any liability in respect of the information provided to either of them regarding the Known Creditors and shall not be required to conduct any independent inquiry and/or investigation with respect to such information. Representative Counsel, once appointed by this Honourable Court, shall be a Known Creditor and shall receive all notices and other documents from the Monitor, the Non-Applicants, the Claims Officer and the CRO on behalf of all Persons holding a Domgroup OPEB Claim. Notwithstanding anything else contained herein, service of any notice to the Representative Counsel by the Monitor, the Non-Applicants, the Claims Officer and the CRO shall, for all purposes in relation to this Non-Applicant Claims Order, be deemed to be notice to all Persons holding a Domgroup OPEB Claim.

16. **THIS COURT ORDERS** that:

(a) The Monitor shall send a copy of the Proof of Claim Document Package to each Known Creditor by ordinary pre-paid mail as soon as practicable to the last known address for such Creditor on the Non-Applicants' books and records, and in any event by 11:59 p.m. on the seventh (7^{th}) Business Day following the date of this Non-Applicant Claims Order. The delivery of the Proof of Claim Document Package to a Creditor shall not constitute an admission by the Non-Applicants, the CRO or the Monitor of any liability of the Non-Applicants to any Person; and

(b) The Monitor shall send by ordinary pre-paid mail, as soon as practicable following receipt of a request therefor, a copy of the Proof of Claim Document Package to any Person claiming to be a Creditor and requesting such material, or in the alternative, notify the purported Creditor that it may obtain an electronic copy of the Proof of Claim Document Package on the Website.

Any such service and delivery by the Monitor for all purposes under this Non-Applicant Claims Order shall be deemed to have been received: (i) if sent by ordinary mail, on the third

Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (ii) if sent by fax, on the date on which the Monitor receives a successful facsimile transmission report or, if sent on a day that is not a Business Day or after 5:00 (Toronto time) on a Business Day, the following Business Day; (iii) if by courier, on the next following Business Day for courier deliveries within Canada, and on the third following Business Day for courier deliveries outside of Canada. For greater certainty, the notice and service provisions of this paragraph 16 only apply to the Domgroup OPEB Claims upon the appointment of Representative Counsel by this Honourable Court.

17. **THIS COURT ORDERS** that service by the Monitor of the Proof of Claim Document Package on Creditors and publication of the Notice to Creditors in the manner set forth herein shall constitute good and sufficient service upon the Creditors of notice of this Non-Applicant Claims Order, the Claims Bar Date and the related deadlines and procedures set forth herein, and that no other form of service or notice need be made by the Non-Applicants, the CRO or the Monitor to any Person, and no other document or material need be served on any Person in respect of the claims process detailed herein.

18. **THIS COURT ORDERS** that the form and substance of each of the Notice to Creditors, Instruction Letter, Proof of Claim, Notice of Revision or Disallowance and Dispute Notice substantially in the forms attached as Schedules 'A', 'B', 'C', 'D' and 'E' respectively to this Non-Applicant Claims Order, are hereby approved. Despite the foregoing, the Non-Applicants, the CRO and the Monitor may, from time to time, make minor changes to such forms as the Non-Applicants, the CRO and the Monitor consider necessary or desirable.

Filing of Proofs of Claim

19. **THIS COURT ORDERS** that any Person asserting a Claim against one or more of the Non-Applicants or the Directors shall file a Proof of Claim (including all supporting documentation) with the Monitor on or before the Claims Bar Date. Representative Counsel shall file all Claims constituting Domgroup OPEB Claims on behalf of such claimants as the Creditor, and shall take all such other steps in respect of such Claim as are set out herein.

20. **THIS COURT ORDERS** that each Creditor shall file a separate Proof of Claim for each

Non-Applicant or Director against which it asserts a Claim and shall include any and all Claims it asserts against such Non-Applicant or Director in a single Proof of Claim.

21. **THIS COURT ORDERS** that, any Creditor that does not file a Proof of Claim as provided for in paragraphs 19 and 20 hereof so that such Proof of Claim is actually received by the Monitor on or before the Claims Bar Date or such later date as the Monitor and the Non-Applicants may agree in writing or this Court may otherwise order:

(a) shall be and is hereby forever barred from making or enforcing any Claim as against any Non-Applicant and the Directors, and all such Claims shall be forever extinguished;

(b) shall be and is hereby forever barred from making or enforcing any Claim as against any other Person who could claim contribution or indemnity from a Non-Applicant; and

(c) shall not be entitled to any payment or distribution in respect of such Claim at any time.

Determination of Claims

22. **THIS COURT ORDERS** that, other than in respect of Claims filed by Non Arms-Length Claimants, the Monitor, with the assistance of the CRO, shall review each Proof of Claim received by the Claims Bar Date and shall either accept, revise or disallow the amount claimed.

23. **THIS COURT ORDERS** that the acceptance of any Claim by the Monitor or other determination of same in accordance with this Non-Applicant Claims Order, in full or in part, shall not constitute an admission of any fact, thing, liability, or quantum of any claim by the Non-Applicants, save and except in the context of the within proceedings and for the sole purposes of winding up the Non-Applicants and implementing the Multi-Party Settlement.

Claims of Non Arms-Length Claimants

24. **THIS COURT ORDERS** that, if any Proof of Claim is received by the Monitor from a Non Arms-Length Claimant prior to the Claims Bar Date, such Claim will not be determined by

the Monitor or the Claims Officer, but shall be referred to the Supervising Judge. Upon receipt of any Proof of Claim by a Non Arms-Length Claimant, the Monitor shall take steps to schedule a hearing before the Supervising Judge for a determination of such Claim on an expedited and summary basis. Counsel for the Monitor, the Applicants, DK, STMG, the Indenture Trustees, the Non-Applicants and the Non Arms-Length Claimant shall attend at a 9:30 scheduling appointment with the Supervising Judge within ten (10) calendar days after the Claims Bar Date, at which time the Supervising Judge will determine (i) the date on which the hearing will be held; (ii) the manner in which evidence will be given or filed by all parties in respect of the hearing, (iii) the length and manner of submissions by all parties, (iv) the schedule for the delivery of all materials, and (v) such other matters as the Supervising Judge may determine are appropriate.

25. **THIS COURT ORDERS** that, for greater certainty, the Monitor shall not be required to issue a Notice of Revision or Disallowance or send a Creditor's Dispute Package in respect of any Proof of Claim filed by a Non Arms-Length Claimant. Any references in this Non-Applicant Claims Order to the issuing of such notices or sending of such packages by the Monitor shall be deemed to exclude reference to Proofs of Claim filed by the Non Arms-Length Claimants. The Monitor shall provide counsel for the Non Arms-Length Claimant with not less than three (3) business days' notice of the date for the 9:30 attendance before the Scheduling Judge, as referred to in paragraph 24 herein.

Notices of Revision or Disallowance

26. **THIS COURT ORDERS** that if the Monitor, with the assistance of the CRO, disputes the amount of a Claim set forth in a Proof of Claim, the Monitor:

(a) may, in conjunction with the CRO, attempt to consensually resolve the amount of the Claim with the Creditor; and/or failing such resolution

(b) shall send a Creditor's Dispute Package to the Creditor, which shall include a Notice of Revision or Disallowance.

Dispute Notices

27. **THIS COURT ORDERS** that any Creditor who receives a Creditor's Dispute Package and

who does not agree with the amount of Claim set out in the Notice of Revision or Disallowance, shall file a Dispute Notice with the Monitor by the earlier of twenty (20) Business Days following receipt of the Creditor's Dispute Package, or such later date as the Monitor and the Non-Applicants may agree in writing, or this Court may otherwise order.

28. **THIS COURT ORDERS** that if a Creditor who receives a Creditor's Dispute Package does not file a Dispute Notice in accordance with paragraph 27 hereof, then the value of such Creditor's Claim as described by the Monitor in the Notice of Revision or Disallowance shall, for all purposes, be deemed to be accepted as final and binding in all respects.

29. **THIS COURT ORDERS** that, upon receipt of a Dispute Notice the Monitor may, in conjunction with the CRO, attempt to consensually resolve the amount of the Claim and/or deliver a copy of the Creditor's Dispute Package and the Creditor's Proof of Claim to the Claims Officer for determination.

30. **THIS COURT ORDERS** that, notwithstanding any other provisions of this Order, prior to a hearing date being set by the Claims Officer, the Monitor or any Non-Applicant may apply to this Court to seek to have a Claim determined by the Supervising Judge rather than having the Claim first determined by the Monitor and/or secondly by the Claims Officer as provided herein.

31. **THIS COURT ORDERS** that the plan of final distribution at the completion of the Non-Applicant Claims process shall be subject to the approval of this Honourable Court. The CRO and the Monitor shall reasonably consult with DK and STMG during the course of the Non- Applicant Claims process and shall provide notice to DK and STMG prior to accepting any Claims over $1 million.

32. **THIS COURT ORDERS** that, notwithstanding anything herein to the contrary, the Monitor or the Non-Applicants may move before this Court to resolve or seek directions in respect of the validity, effect and/or quantum of any Claim or any other aspect of the claims process outlined in this Non-Applicant Claims Order.

Claims Officer's Hearing for Claims

33. **THIS COURT ORDERS** that upon receipt of a Creditor's Dispute Package and the Creditor's Proof of Claim, the Claims Officer shall schedule and conduct a hearing in Toronto to determine the value of the Creditor's Claim. The Claims Officer hearing the dispute shall notify the Non-Applicants, the Monitor and the Creditor of the Claims Officer's determination of the value of the Creditor's Claim as soon as practicable thereafter, but in no event later than thirty (30) calendar days after the conclusion of the hearing of the Disputed Claim.

34. **THIS COURT ORDERS** that, subject to paragraph 10 hereof, the parties to the Disputed Claim may offer evidence in support or in opposition to the Disputed Claim, and the Claims Officer shall determine the manner in which any such evidence may be brought before him by the parties, as well as any other procedural or evidentiary matters that may arise in respect of the hearing of a Disputed Claim, including, without limitation, the production of documents by any of the parties involved in the hearing of a Disputed Claim.

35. **THIS COURT ORDERS** that the Claims Officer may, at any time, engage such advisors as it deems necessary or appropriate to inquire into and report on any questions of fact, opinion or law relating to the hearing of a Disputed Claim.

Appeal of Claims Officer's Determination

36. **THIS COURT ORDERS** that the Non-Applicants, the Monitor or the Creditor may, at his/her/its/their own expense, appeal the Claims Officer's determination of a Disputed Claim to this Court within ten (10) calendar days of notification of the Claims Officer's determination of such Creditor's Claim by serving upon the Non-Applicants or the Creditor, as applicable, and the Monitor and filing with this Court a notice of motion returnable on a date to be fixed by this Court as soon as practicable. If an appeal is not filed within such period in strict accordance with this Order, then the Claims Officer's determination shall, subject to further order of this Court, be final and binding in all respects, with no further right of appeal.

37. **THIS COURT ORDERS** that, notwithstanding paragraph 35 hereof, findings of fact made by a Claims Officer in respect of a Disputed Claim shall be final and binding and shall not be subject to review on appeal to this Court, unless the Court determines that said findings of fact made by the Claims Officer constitute a palpable and overriding error. Except as expressly provided herein, nothing in this Order shall limit the grounds for an appeal pursuant to paragraph 35 hereof.

Set-Off

38. **THIS COURT ORDERS** that the Non-Applicants may set-off (whether by way of legal, equitable or contractual set-off) against payments, distributions, provisions or holdbacks to be made to or established for the benefit of any Creditor, any claims of any nature whatsoever that any of the Non-Applicants may have against such Creditor, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Non-Applicants of any such claim that the Non-Applicants may have against such Creditor.

Transfer of Claims

39. **THIS COURT ORDERS** that if, after filing a Proof of Claim, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Non-Applicants shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Non-Applicant Claims Order prior to receipt and acknowledgment by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any defenses and rights of set-off to which a Non-Applicant may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claim assigned or transferred to it against or on account or in

reduction of any amounts owing by such Person to any of the Non-Applicants.

Service and Notice

40. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Proofs of Claim and Dispute Notices) to be given under this Non-Applicant Claims Order by a Creditor to the Monitor shall be in writing in the form provided for in this Claims Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or facsimile transmission addressed to:

Ernst & Young Inc., the Monitor

By Mail:
P.O. Box 251
Ernst & Young Tower
222 Bay Street, 21st Floor
Toronto, ON M5K 1J7

By Courier:

222 Bay Street, 21st Floor
Ernst & Young Tower
Toronto, ON M5K 1J7

Attention: Christopher Mediratta

Fax: (416) 943-3300

Any such notice or other communication delivered by a Creditor shall be deemed to be received upon actual receipt by the Monitor thereof during normal business hours on a Business Day or, if delivered outside of normal business hours, on the next Business Day.

41. **THIS COURT ORDERS** that if, during any period in which notices or other communications are being given pursuant to this Non-Applicant Claims Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, or facsimile transmission in accordance with this Non-Applicant Claims Order.

Miscellaneous

42. **THIS COURT ORDERS** that notwithstanding any other provision of this Non-Applicant Claims Order, the solicitation by the Monitor or the Non-Applicants of Proofs of Claim, and the filing by any Person of any Proof of Claim shall not, for that reason only constitute that Person as a Creditor for any purposes whatsoever.

43. **THIS COURT ORDERS** that if the Non-Applicants enter into any Insolvency Proceeding or any other proceeding as part of their winding-up, the claims process established by this Non-Applicant Claims Order may, at the option of the Non-Applicants, constitute and be deemed to be the complete and final claims process for any such other proceedings; subject to approval of this Non-Applicant Claims Order and the claims process established herein and conducted hereunder by further Order of this Court in connection with any Insolvency Proceedings.

Effect, Recognition, Assistance

44. **THIS COURT ORDERS** that the Non-Applicants, the Monitor and the Claims Officer may, from time to time, apply to this Court for advice and directions in connection with any matter or thing relating to this Non-Applicant Claims Order.

45. **THIS COURT ORDERS** that this Non-Applicant Claims Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

46. **THIS COURT ORDERS AND REQUESTS** the aid, recognition and assistance of any court or any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to section 17 of the CCAA) and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States and the states or other subdivisions of the United States and of any other nation or state, to act in aid of and to be complementary to this Court in carrying out the terms of this order. Each of the Applicants, the Non-Applicants and the Monitor shall be

at liberty, and is hereby authorized and empowered, to make such further applications, motions or proceedings to or before such other courts and judicial regulatory and administrative bodies, and take such other steps, in Canada or in the United States of America, as may be necessary or advisable to give effect to this Non-Applicant Claims Order and any other Order granted by this Court.

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

AUG 2 7 2008

PER/PAR: Joanne Nicoara
Registrar, Superior Court of Justice

SCHEDULE 'A'

NOTICE TO CREDITORS OF
DOMGROUP LTD., 10 TORONTO STREET INC., HOLCAY HOLDINGS LTD., and 021173 N.B. LIMITED a.k.a. Willett Foods f/k/a Willett Food Company
(collectively, the "Non-Applicants")

Re: NOTICE OF CLAIMS PROCEDURE FOR THE NON-APPLICANTS

NOTICE IS HEREBY GIVEN pursuant to an order of the Ontario Superior Court of Justice (the "Court") dated August 27, 2008 (the "Non-Applicant Claims Order") that the Court has ordered that Proof of Claim Document Packages (as defined in the Non-Applicant Claims Order) are to be sent to Known Creditors of the Non-Applicants as specified and defined in the Claims Order. All capitalized terms used in this Notice and not otherwise defined are as defined in the Non-Applicant Claims Order. You should carefully review the Non-Applicant Claims Order and all defined terms therein. A copy of the Non-Applicant Claims Order and the Proof of Claim Document Package can be obtained from the Monitor's website at **www.ey.com/ca/hollinger**

Any Person who believes that they have a Claim against any of the Non-Applicants that arose prior to August 27, 2008, should complete and file with the Monitor a separate Proof of Claim for each Non-Applicant against which it asserts a Claim, which must be received by the Monitor by **5:00 p.m. (Eastern Standard Time) on September 30, 2008 (the "Claims Bar Date").**

CLAIMS THAT ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

Creditors who have not received a Proof of Claim Document Package can obtain a copy from the Monitor's website at **www.ey.com/ca/hollinger** or by contacting the Monitor by telephone through its toll free number: 1-888-788-9099.

DATED this __________ day of ____________________, 2008.

SCHEDULE 'B'

INSTRUCTION LETTER
FOR THE CLAIMS PROCEDURE FOR
DOMGROUP LTD., 10 TORONTO STREET INC., HOLCAY HOLDINGS LTD., and 021173 N.B. LIMITED a.k.a Willett Foods f/k/a Willett Food Company
(collectively, the "Non-Applicants")

CLAIMS PROCESS

By Order of the Honourable Mr. Justice Campbell dated August 27, 2008 (as may be amended from time to time, the "Non-Applicant Claims Order") the Monitor has been authorized to conduct a claims process for the Non-Applicants to determine all claims against the Non-Applicants (the "Non-Applicant Claims Process"). A copy of the Non-Applicant Claims Order can be obtained from the website of the Monitor Ernst & Young Inc. at **www.ey.com/ca/hollinger**

This letter provides general instructions for completing the Proof of Claim form. Capitalized terms not defined within this instruction letter shall have the meaning set out in the Non-Applicant Claims Order. You should review the Non-Applicant Claims Order carefully for all terms defined therein.

The Non-Applicant Claims Process is intended for any Person with a Claim of any kind or nature whatsoever against any or all of the Non-Applicants arising on or prior to August 27, 2008, whether unliquidated, contingent or otherwise.

All notices and inquiries with respect to the Non-Applicant Claims Process should be directed to the Monitor by prepaid registered mail, courier, personal delivery or facsimile transmission at the address below:

Ernst & Young Inc., the Court-
appointed Monitor of the Applicants

By Mail:
P.O. Box 251
Ernst & Young Tower
222 Bay Street, 21^{st} Floor
Toronto, ON M5K 1J7

By Courier:

222 Bay Street, 21st Floor
Ernst & Young Tower
Toronto, ON M5K 1J7

Attention: Christopher Mediratta
Telephone: 1-888-788-9099
Fax: (416) 943-3300

FOR CREDITORS SUBMITTING A PROOF OF CLAIM FORM

If you believe that you have a Claim against any or all of the Non-Applicants you must file a Proof of Claim form with the Monitor. A separate Proof of Claim must be filed for each Non-Applicant against which you believe you have a Claim. All Proofs of Claim for Claims arising prior to August 27, 2008 (the date of the Non-Applicant Claims Order) **must be received by the Monitor on or before 5:00 pm (Eastern Standard Time) on September 30, 2008**, unless the Monitor and the Non-Applicants agree in writing or the Court orders that the Proof of Claim be accepted after that date. All Claims are to be filed in the currency of the transactions.

Additional Proof of Claim forms can be obtained from the Monitor's website at **www.ey.com/ca/**hollinger or by contacting the Monitor at 1-888-788-9099 and by providing the particulars as to your name, address, facsimile number, email address and contact person. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

DATED this __________ day of ____________________, 2008.

SCHEDULE 'C'

PROOF OF CLAIM

FOR CREDITORS OF DOMGROUP LTD., 10 TORONTO STREET INC., HOLCAY HOLDINGS LTD., and 021173 N.B. LIMITED a.k.a. Willett Foods f/k/a Willett Food Company

(EACH A "NON-APPLICANT" AND COLLECTIVELY, THE "NON-APPLICANTS")

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim form. Capitalized terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the Order of the Superior Court of Justice (Commercial List) dated August 27, 2008, as may be amended from time to time (the "Non-Applicant Claims Order"). A separate Proof of Claim should be submitted for each Non-Applicant against which you assert a Claim.

1. **COMPANY OR DIRECTOR AGAINST WHICH YOU ASSERT A CLAIM:**

Check only <u>one</u> company or Director for each Proof of Claim. If you have Claims against more than one company or Director you <u>must</u> file a <u>separate</u> Proof of Claim for each.

Domgroup Ltd.	☐	
10 Toronto Street Inc.	☐	
Director	☐	Name of Director: ________________

(the "Non-Applicant").

2. **PARTICULARS OF CREDITOR:**

(a) Full Legal Name of Creditor (include trade name, if different):

____

____

(the "Creditor"). The full legal name should be the name of the Creditor of the Non-Applicant, notwithstanding whether an assignment of a Claim, or a portion thereof, has occurred prior to or following the date of the Non-Applicant Claims Order.

(b) Full Mailing Address of the Creditor:

____

____

____

The mailing address should be the mailing address of the Creditor and not any assignee.

(c) Other Contact Information of the Creditor:

Telephone Number: ____________________

Email Address: ____________________

Facsimile Number: ____________________

Attention (Contact Person): ____________________

(d) Has the claim set out herein been sold, transferred or assigned by the Creditor to another party?

Yes: ☐ No: ☐

3. **PARTICULARS OF ASSIGNEE(S) (IF APPLICABLE)**

If the Claim set out herein has been sold, transferred or assigned, complete the required information set out below. If there is more than one assignee, please attach a separate sheet that contains all of the required information set out below for each assignee.

(a) Full Legal Name of Assignee:

____

____

(b) Full Mailing Address of the Assignee:

Other Contact Information of the Assignee:

Telephone Number: ______________________

Email Address: ______________________

Facsimile Number: ______________________

Attention (Contact Person): ______________________

4. **PROOF OF CLAIM**

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

(a) That I:

☐ am a Creditor of one or more of the Non-Applicants or Director named above; **<u>OR</u>**

☐ am

____
(state position or title)

of

____
(name of Creditor)

(b) That I have knowledge of all the circumstances connected with the Claim described and set out below;

(c) The Non-Applicant [or Director named above] was and still is indebted to the Creditor as follows (include all Claims that you assert against the Non-Applicant or Director. Claims should be filed in the currency of the transactions, with reference to the contractual rate of interest, if any, and such currency should be indicated as provided below) in respect of a Claim arising on or prior to August 27, 2008:

____________$______________________________
(*Original Currency*)

5. **Nature of Claim**

(CHECK AND COMPLETE APPROPRIATE CATEGORY)

☐ Unsecured Claim of ________ $_____________________________
(*Original Currency and amount*)

☐ Secured Claim of _________ $_____________________________
(*Original Currency and amount*)

In respect of this debt, I hold security over the assets of the Non-Applicant valued at __________ $_______________________, the
(*Original Currency and amount*)
particulars of which security and value are attached to this Proof of Claim form.

(Give full particulars of the security, including the date on which the security was given the value which you ascribe to the assets charged by your security, the basis for such valuation and attach a copy of the security documents evidencing the security.)

6. **Particulars of Claim**

Other than as already set out herein, the particulars of the undersigned's total Claim against the Non-Applicant or Director are attached on a separate sheet.

Provide all particulars of the Claim and supporting documentation that you feel will assist in the determination of your Claim. ***At a minimum, you are required to provide the invoice date, invoice number, the amount of each outstanding invoice and the related purchase order number.*** *Further particulars may include the following if applicable: a description of the transaction(s) or agreement(s) giving rise to the Claim; contractual rate of interest (if applicable); name of any guarantor which has guaranteed the Claim; details of all credits, discounts etc claimed; description of the security if any, granted by the affected Non-Applicant to the Creditor, the estimated value of such security and the basis for such valuation.*

7. **Filing of Claim**

This Proof of Claim form must be received by the Monitor by no later than **5:00 pm (Eastern Standard Time) on September 30, 2008** by either prepaid registered mail, personal delivery, courier, facsimile transmission at the following address:

Ernst & Young Inc., the Court-
appointed Monitor of the Applicants

By Mail:
P.O. Box 251
Ernst & Young Tower
222 Bay Street, 21st Floor
Toronto, ON M5K 1J7

By Courier:

222 Bay Street, 21st Floor
Ernst & Young Tower
Toronto, ON M5K 1J7

Attention: Christopher Mediratta

Fax: (416) 943-3300

Failure to file your Proof of Claim and any required documentation as directed by 5:00 pm on September 30, 2008 (Eastern Standard Time) will result in your Claim being barred and you will be prohibited from making or enforcing a Claim against the Non-Applicants.

DATED this __________ day of ____________________, 2008.

Name of creditor: ______________________________

______________________________ Per: ______________________________
Witness

Name:
Title:
(please print)

SCHEDULE 'D'

NOTICE OF REVISION OR DISALLOWANCE

FOR CREDITORS OF DOMGROUP LTD., 10 TORONTO STREET INC., HOLCAY HOLDINGS LTD., and 021173 N.B. LIMITED a.k.a. Willett Foods f/k/a Willett Food Company

(EACH A "NON-APPLICANT" AND COLLECTIVELY, THE "NON-APPLICANTS")

Claim Reference Number: ______________________

Name of Applicant: ______________________

TO: ______________________
(Name of Creditor)

Capitalized terms not defined within this Notice of Revision or Disallowance shall have the meaning ascribed thereto in the order of the Ontario Superior Court of Justice (Commercial List) dated August 27, 2008 (the "Non-Applicant Claims Order").

Pursuant to paragraph 26 of the Non-Applicant Claims Order, Ernst & Young Inc., in its capacity as Court-appointed Monitor of the Applicants hereby gives you notice that the Monitor, with the assistance of the Non-Applicants, has reviewed your Proof of Claim and has revised or disallowed your Claim. Subject to further dispute by you in accordance with the Non-Applicant Claims Order your Claim will be allowed as follows:

	Proof of Claim Amount	**Amount Allowed by Monitor**
Unsecured Claim	$ ________	$ ________
Secured Claim	$ ________	$ ________

REASON(S) FOR THE REVISION OR DISALLOWANCE

____

____

____

____

____

____

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must **within seven (7) Business Days after receipt of this Notice of Revision or Disallowance** deliver to the Monitor a Dispute Notice (in the form enclosed) either by prepaid registered mail, personal delivery, courier or facsimile to the following address. In accordance with the Non-Applicant Claims Order, notices are deemed to have been received on the date of actual receipt thereof during normal business hours on a Business Day or if delivered outside of normal business hours, on the next Business Day.

Ernst & Young Inc., the Court-
appointed Monitor of the Applicants

By Mail:
P.O. Box 251
Ernst & Young Tower
222 Bay Street, 21st Floor
Toronto, ON M5K 1J7

By Courier:

222 Bay Street, 21st Floor
Ernst & Young Tower
Toronto, ON M5K 1J7

Attention: Christopher Mediratta

Fax: (416) 943-3300

IF YOU FAIL TO FILE YOUR DISPUTE NOTICE WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE OF REVISION OR DISALLOWANCE, THE VALUE OF YOUR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.

DATED this __________ day of ____________________, 2008.

SCHEDULE 'E'

DISPUTE NOTICE

FOR CREDITORS OF DOMGROUP LTD., 10 TORONTO STREET INC., HOLCAY HOLDINGS LTD., and 021173 N.B. LIMITED a.k.a Willett Foods f/k/a Willett Food Company

(EACH A "NON-APPLICANT" AND COLLECTIVELY, THE "NON-APPLICANTS")

Claim Reference Number: ______________________________

Name of Company against which a Claim is asserted: ______________________________

1. **Particulars of Creditor**

(a) Full Legal Name of Creditor (include trade name, if different):

____

____

(the "Creditor").

(b) Full Mailing Address of the Creditor:

____

____

____

(c) Other Contact Information of the Creditor:

Telephone Number: ______________________________

Email Address: ______________________________

Facsimile Number: ______________________

Attention (Contact Person): ______________________

____

____

2. **Particulars of original Creditor from whom you acquired the Claim, if applicable:**

(a) Have you acquired this Claim by assignment? If yes, if not already provided, attach documents evidencing assignment.

Yes: ☐ No: ☐

(b) Full Legal Name of original creditor(s): ______________________

3. **Dispute of Revision or Disallowance of Claim**

The Creditor hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

	Amount Allowed by Monitor		**Amount claimed by Creditor**
Unsecured Claim	$____________	Unsecured Claim	$____________
Secured Claim	$____________	Secured Claim	$____________

REASON(S) FOR THE DISPUTE

(You must include a list of reasons as to why you are disputing your Claim as set out in the Notice of Revision or Disallowance.)

____

____

____

____

____

____

____

SERVICE OF DISPUTE NOTICES

If you intend to dispute the Notice of Revision or Disallowance, you must **within seven (7) Business Days after receipt of the Notice of Revision or Disallowance** deliver to the Monitor this Dispute Notice either by prepaid registered mail, personal service, courier, facsimile transmission to the following address. In accordance with the Non-Applicant Claims Order, notices shall be deemed to be received upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

Ernst & Young Inc., the Court-appointed
Monitor of the Applicants

By Mail:
P.O. Box 251
Ernst & Young Tower
222 Bay Street, 21st Floor
Toronto, ON M5K 1J7

By Courier:

222 Bay Street, 21st Floor
Ernst & Young Tower
Toronto, ON M5K 1J7

Attention: Christopher Mediratta

Fax: (416) 943-3300

DATED this __________ day of ____________________, 2008.

Name of creditor: ______________________________

Per: ______________________________
Name:
Title:
(please print)

____
Witness

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO **HOLLINGER INC., 4322525 CANADA INC.** and **SUGRA LIMITED**

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NON-APPLICANT
CLAIMS ORDER

ThorntonGroutFinnigan LLP
Suite 3200, Canadian Pacific Tower
100 Wellington St. West, P.O. Box 329
Toronto-Dominion Centre
Toronto, ON M5K 1K7

Robert I. Thornton – 24266B
D.J. Miller – 34393P

Tel: (416) 304-1616
Fax: (416) 304-1313

Solicitors for the Applicants

EXHIBIT "D"

EXHIBIT "D"

COMMITMENT LETTER

May 25, 2010

Hollinger Inc.
100 King Street West
Suite 3700
Toronto, M5X 1C9

Attention: William E. Aziz, Chief Restructuring Officer

Domgroup Ltd. ("**Domgroup**") is a wholly-owned subsidiary of Hollinger Inc. ("**Hollinger**"). Hollinger applied for and was granted a stay of proceedings by Order dated August 1, 2007 (as extended and amended) (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**").

Hollinger has requested that Domgroup provide it with funding in order to assist Hollinger and its subsidiaries to realize on their assets for the benefit of their stakeholders.

Domgroup hereby offers its commitment to provide Hollinger and its subsidiaries with an aggregate of up to CDN $4.2 million of secured financing subject to and in accordance with the terms set out herein.

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Initial Order.

SUMMARY OF TERMS FOR DIP FACILITY

Borrower:	Hollinger Inc. (the "**Borrower**")
Lender:	Domgroup Ltd. (the "**Lender**").
Maximum DIP Facility:	CDN $4.2 million (the "**DIP Facility**").
Purpose:	To fund the day to day operating expenses of the Borrower necessary for the realization of the Borrower's assets (the "**Expenses**").
Availability Period:	The DIP Facility will be repayable on demand by the Lender.
Advances:	Advances under the DIP Facility shall be made in tranches of $100,000 as requested by the Borrower.
Repayment:	All outstanding Advances, together with all accrued and unpaid

interest thereon, are repayable on demand at any time. Without limiting the Lender's right to demand repayment at any time, all outstanding Advances may be repaid by the Borrower by way of set-off of amounts owing or distributable to the Borrower by the Lender.

Interest: Interest shall accrue at Canadian Imperial Bank of Commerce's Prime Rate + 3% per annum.

DIP Security: All sums at any time owing to the Lender in respect of the DIP Facility (including, without limitation, interest) shall be secured by a fixed and specific charge on all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wheresoever situate, and all proceeds thereof, of the Borrower pursuant to a court ordered charge in the CCAA Proceedings ranking subordinate only to the Administration Charge and the Directors' Charge (the "**DIP Charge**").

Funding Conditions: Advances under the DIP Facility will be available to the Borrower, subject to all other terms and conditions of this Commitment Letter, after the Court issues an order approving the terms of this DIP Facility (in form and substance acceptable to the Lender in its sole and absolute discretion) (the "**DIP Order**").

Provided, however, that the Lender shall not be obligated to provide any Advances whatsoever if the Initial Order or the DIP Order has been vacated, stayed or otherwise caused to become ineffective or is amended in a manner not acceptable to the Lender (such consent not to be unreasonably withheld where any such amendment does not pertain to the DIP Facility).

The DIP Order: The DIP Order shall be in form and substance satisfactory to the Lender and shall, without limitation, include:

(i) provisions approving this Commitment Letter and the DIP Facility created herein;

(ii) provisions granting to the Lender the DIP Charge;

(iii) provisions authorizing the Lender to effect registrations, filings and recordings wherever in its discretion it deems appropriate regarding the DIP Charge;

(iv) provisions providing that the DIP Charge shall be valid and effective to secure all of the obligations of the Borrower to the Lender without the necessity of the making of any registrations or filings and whether or not any other documents have been executed by the Borrowers;

(v) provisions declaring that the granting of the DIP Charge and all other documents executed and delivered to the Lender as contemplated herein, including, without limitation, all actions taken to perfect, record and register the DIP Charge, do not constitute conduct meriting an oppression remedy, settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions under any applicable federal or provincial legislation; and

(vi) provisions restricting the granting of any additional liens or encumbrances on the assets of the Borrowers other than as permitted herein and in the Initial Order.

Covenants: During the Availability Period, the Borrower:

(a) will, promptly on the receipt by the Borrowers of the same, give the Lender a copy of any Notice of Motion or Application to vary, supplement, revoke, terminate or discharge the Initial Order, including (without limitation) any application to the Court for the granting of new security that will or may have priority over the DIP Charge or otherwise for the variation of the priority of the DIP Charge; and

(b) will not, without the prior written consent of the Lender, incur any borrowings or other secured indebtedness, obligations or liabilities, other than pursuant to the DIP Facility, or create or grant any security (other than the DIP Charge) over any of the Property, whether ranking in priority to or subordinate to the Security.

Further Assurances: The Borrower will, at its own expense and promptly on demand by the Lender at any time, do such acts and things and execute and deliver such deeds and documents as the Lender may request to give effect to any other provisions set out hereunder.

Assignment: Neither the Lender nor the Borrower shall not assign the benefit of any of the provisions set out herein.

Governing Law: The DIP Facility and the provisions set out herein shall be governed and construed in all respects in accordance with the laws of Ontario and the laws of Canada applicable therein.

Acceptance: The DIP Facility shall not become available to the Borrower until and unless the Borrower returns a copy of this Commitment Letter to the Lender (by facsimile or electronic transmission or personal delivery), countersigned by the Borrower pursuant to the authority granted to the Borrower by the DIP Order.

Dated this 25th day of May, 2010.

DOMGROUP LTD.

By:

William E. Aziz

Name: William E. Aziz
Title: Chief Restructuring Officer

ACCEPTANCE

TO: DOMGROUP LTD.

We accept and agree to comply with and cause our subsidiaries to comply with the provisions of the Commitment Letter set out above.

Dated this 25th day of May, 2010.

HOLLINGER INC.

By:

William E. Aziz

Name: William E. Aziz
Title: Chief Restructuring Officer

AMENDED COMMITMENT LETTER

December 9, 2010

Hollinger Inc., Sugra Limited and 4322525 Canada Inc.
100 King Street West
Suite 3700
Toronto, M5X 1C9

Attention: William E. Aziz, Chief Restructuring Officer

Domgroup Ltd. ("**Domgroup**") is a wholly-owned subsidiary of Hollinger Inc. ("**Hollinger**"). Hollinger, Sugra Limited and 4322525 Canada Inc. (collectively, the "**Applicants**") applied for and were granted a stay of proceedings by Order dated August 1, 2007 (as extended and amended) (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**").

The Applicants have requested that Domgroup provide it with funding in order to assist the Applicants to realize on their assets for the benefit of their stakeholders.

This Amended Commitment Letter replaces and supersedes the Commitment Letter dated May 25, 2010.

Domgroup hereby offers its commitment to provide the Applicants with an aggregate of up to CDN $5.2 million of secured financing subject to and in accordance with the terms set out herein.

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Initial Order.

SUMMARY OF TERMS FOR DIP FACILITY

Borrower:	Hollinger Inc., Sugra Limited and 4322525 Canada Inc. (collectively, the "**Borrowers**")
Lender:	Domgroup Ltd. (the "**Lender**").
Maximum DIP Facility:	CDN $5.2 million (the "**DIP Facility**").
Purpose:	To fund the day to day operating expenses of the Borrowers necessary for the realization of the Borrowers' assets (the "**Expenses**").
Availability Period:	The DIP Facility will be repayable on demand by the Lender.

Advances:	Advances under the DIP Facility shall be made in tranches of $100,000 as requested by the Borrowers.
Repayment:	All outstanding Advances, together with all accrued and unpaid interest thereon, are repayable on demand at any time. Without limiting the Lender's right to demand repayment at any time, all outstanding Advances may be repaid by the Borrowers by way of set-off of amounts owing or distributable to the Borrowers by the Lender.
Interest:	Interest shall accrue at Canadian Imperial Bank of Commerce's Prime Rate + 3% per annum.
DIP Security:	All sums at any time owing to the Lender in respect of the DIP Facility (including, without limitation, interest) shall be secured by a fixed and specific charge on all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wheresoever situate, and all proceeds thereof, of the Borrowers pursuant to a court ordered charge in the CCAA Proceedings ranking subordinate only to the Administration Charge and the Directors' Charge (the "**DIP Charge**").
Funding Conditions:	Advances under the DIP Facility will be available to the Borrowers, subject to all other terms and conditions of this Amended Commitment Letter, after the Court issues an order approving the amended terms of this DIP Facility (in form and substance acceptable to the Lender in its sole and absolute discretion) (the "**DIP Order**"). *Provided, however*, that the Lender shall not be obligated to provide any Advances whatsoever if the Initial Order or the DIP Order has been vacated, stayed or otherwise caused to become ineffective or is amended in a manner not acceptable to the Lender (such consent not to be unreasonably withheld where any such amendment does not pertain to the DIP Facility).
The DIP Order:	The DIP Order shall be in form and substance satisfactory to the Lender and shall, without limitation, include: (i) provisions approving this Amended Commitment Letter and the DIP Facility created herein; (ii) provisions granting to the Lender the DIP Charge; (iii) provisions authorizing the Lender to effect registrations, filings and recordings wherever in its discretion it deems appropriate regarding the DIP Charge;

(iv) provisions providing that the DIP Charge shall be valid and effective to secure all of the obligations of the Borrowers to the Lender without the necessity of the making of any registrations or filings and whether or not any other documents have been executed by the Borrowers;

(v) provisions declaring that the granting of the DIP Charge and all other documents executed and delivered to the Lender as contemplated herein, including, without limitation, all actions taken to perfect, record and register the DIP Charge, do not constitute conduct meriting an oppression remedy, settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions under any applicable federal or provincial legislation; and

(vi) provisions restricting the granting of any additional liens or encumbrances on the assets of the Borrowers other than as permitted herein and in the Initial Order.

Covenants: During the Availability Period, the Borrowers:

(a) will, promptly on the receipt by the Borrowers of the same, give the Lender a copy of any Notice of Motion or Application to vary, supplement, revoke, terminate or discharge the Initial Order, including (without limitation) any application to the Court for the granting of new security that will or may have priority over the DIP Charge or otherwise for the variation of the priority of the DIP Charge; and

(b) will not, without the prior written consent of the Lender, incur any borrowings or other secured indebtedness, obligations or liabilities, other than pursuant to the DIP Facility, or create or grant any security (other than the DIP Charge) over any of the Property, whether ranking in priority to or subordinate to the Security.

Further Assurances: The Borrowers will, at their own expense and promptly on demand by the Lender at any time, do such acts and things and execute and deliver such deeds and documents as the Lender may request to give effect to any other provisions set out hereunder.

Assignment: Neither the Lender nor the Borrowers shall not assign the benefit of any of the provisions set out herein.

Governing Law: The DIP Facility and the provisions set out herein shall be governed

and construed in all respects in accordance with the laws of Ontario and the laws of Canada applicable therein.

Acceptance: The DIP Facility shall not become available to the Borrowers until and unless the Borrowers return a copy of this Amended Commitment Letter to the Lender (by facsimile or electronic transmission or personal delivery), countersigned by the Borrowers pursuant to the authority granted to the Borrowers by the DIP Order.

Dated this 9th day of December, 2010.

DOMGROUP LTD.

By: William E. Aziz
Name: WILLIAM E. AZIZ
Title: CHIEF RESTRUCTURING OFFICER

ACCEPTANCE

TO: DOMGROUP LTD.

We accept and agree to comply with and cause our subsidiaries to comply with the provisions of the Amended Commitment Letter set out above.

Dated this 9th day of December, 2010.

HOLLINGER INC.

By: William E. Aziz
Name: William E. Aziz
Title: CRO

SUGRA LIMITED

William E. Aziz
Name: William E. Aziz
Title: CRO

4322525 CANADA INC.

William E. Aziz
Name: William E. Aziz
Title: CRO

AMENDED COMMITMENT LETTER

June 21, 2011

Hollinger Inc., Sugra Limited and 4322525 Canada Inc.
100 King Street West
Suite 3700
Toronto, M5X 1C9

Attention: William E. Aziz, Chief Restructuring Officer

Domgroup Ltd. ("**Domgroup**") is a wholly-owned subsidiary of Hollinger Inc. ("**Hollinger**"). Hollinger, Sugra Limited and 4322525 Canada Inc. (collectively, the "**Applicants**") applied for and were granted a stay of proceedings by Order dated August 1, 2007 (as extended and amended) (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**").

The Applicants have requested that Domgroup provide them with funding in order to assist the Applicants to realize on their assets for the benefit of their stakeholders.

This Amended Commitment Letter replaces and supersedes the Amended Commitment Letter dated December 10, 2010.

Domgroup hereby offers its commitment to provide the Applicants with an aggregate of up to CDN $7.7 million of secured financing subject to and in accordance with the terms set out herein.

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Initial Order.

SUMMARY OF TERMS FOR DIP FACILITY

Borrowers:	Hollinger Inc., Sugra Limited and 4322525 Canada Inc. (collectively, the "**Borrowers**")
Lender:	Domgroup Ltd. (the "**Lender**").
Maximum DIP Facility:	CDN $7.7 million (the "**DIP Facility**").
Purpose:	To fund the day to day operating expenses of the Borrowers necessary for the realization of the Borrowers' assets (the "**Expenses**").
Availability Period:	The DIP Facility will be repayable on demand by the Lender.

Advances:	Advances under the DIP Facility shall be made in tranches of $100,000 as requested by the Borrowers.
Repayment:	All outstanding Advances, together with all accrued and unpaid interest thereon, are repayable on demand at any time. Without limiting the Lender's right to demand repayment at any time, all outstanding Advances may be repaid by the Borrowers by way of set-off of amounts owing or distributable to the Borrowers by the Lender.
Interest:	Interest shall accrue at Canadian Imperial Bank of Commerce's Prime Rate + 3% per annum.
DIP Security:	All sums at any time owing to the Lender in respect of the DIP Facility (including, without limitation, interest) shall be secured by a fixed and specific charge on all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wheresoever situate, and all proceeds thereof, of the Borrowers pursuant to a court ordered charge in the CCAA Proceedings ranking subordinate only to the Administration Charge and the Directors' Charge (the "**DIP Charge**").
Funding Conditions:	Advances under the DIP Facility will be available to the Borrowers, subject to all other terms and conditions of this Amended Commitment Letter, after the Court issues an order approving the amended terms of this DIP Facility (in form and substance acceptable to the Lender in its sole and absolute discretion) (the "**DIP Order**"). *Provided, however*, that the Lender shall not be obligated to provide any Advances whatsoever if the Initial Order or the DIP Order has been vacated, stayed or otherwise caused to become ineffective or is amended in a manner not acceptable to the Lender (such consent not to be unreasonably withheld where any such amendment does not pertain to the DIP Facility).
The DIP Order:	The DIP Order shall be in form and substance satisfactory to the Lender and shall, without limitation, include: (i) provisions approving this Amended Commitment Letter and the DIP Facility created herein; (ii) provisions granting to the Lender the DIP Charge; (iii) provisions authorizing the Lender to effect registrations, filings and recordings wherever in its discretion it deems appropriate regarding the DIP Charge;

(iv) provisions providing that the DIP Charge shall be valid and effective to secure all of the obligations of the Borrowers to the Lender without the necessity of the making of any registrations or filings and whether or not any other documents have been executed by the Borrowers;

(v) provisions declaring that the granting of the DIP Charge and all other documents executed and delivered to the Lender as contemplated herein, including, without limitation, all actions taken to perfect, record and register the DIP Charge, do not constitute conduct meriting an oppression remedy, settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions under any applicable federal or provincial legislation; and

(vi) provisions restricting the granting of any additional liens or encumbrances on the assets of the Borrowers other than as permitted herein and in the Initial Order.

Covenants: During the Availability Period, the Borrowers:

(a) will, promptly on the receipt by the Borrowers of the same, give the Lender a copy of any Notice of Motion or Application to vary, supplement, revoke, terminate or discharge the Initial Order, including (without limitation) any application to the Court for the granting of new security that will or may have priority over the DIP Charge or otherwise for the variation of the priority of the DIP Charge; and

(b) will not, without the prior written consent of the Lender, incur any borrowings or other secured indebtedness, obligations or liabilities, other than pursuant to the DIP Facility, or create or grant any security (other than the DIP Charge) over any of the Property, whether ranking in priority to or subordinate to the Security.

Further Assurances: The Borrowers will, at their own expense and promptly on demand by the Lender at any time, do such acts and things and execute and deliver such deeds and documents as the Lender may request to give effect to any other provisions set out hereunder.

Assignment: Neither the Lender nor the Borrowers shall not assign the benefit of any of the provisions set out herein.

Governing Law: The DIP Facility and the provisions set out herein shall be governed

and construed in all respects in accordance with the laws of Ontario and the laws of Canada applicable therein.

Acceptance: The DIP Facility shall not become available to the Borrowers until and unless the Borrowers return a copy of this Amended Commitment Letter to the Lender (by facsimile or electronic transmission or personal delivery), countersigned by the Borrowers pursuant to the authority granted to the Borrowers by the DIP Order.

Dated this 21st day of June, 2011.

DOMGROUP LTD.

By: William E. Aziz

Name: William E. Aziz
Title: Chief Restructuring Officer

ACCEPTANCE

TO: DOMGROUP LTD.

We accept and agree to comply with and cause our subsidiaries to comply with the provisions of the Amended Commitment Letter set out above.

Dated this 21st day of June, 2011.

HOLLINGER INC.

By: William E. Aziz

Name: William E. Aziz
Title: Chief Restructuring Officer

SUGRA LIMITED

William E. Aziz

Name: William E. Aziz
Title: Chief Restructuring Officer

4322525 CANADA INC.

William E. Aziz

Name: William E. Aziz
Title: Chief Restructuring Officer

AMENDED COMMITMENT LETTER

August 22, 2012

Hollinger Inc., Sugra Limited and 4322525 Canada Inc.
100 King Street West
Suite 3700
Toronto, M5X 1C9

Attention: William E. Aziz, Chief Restructuring Officer

Domgroup Ltd. ("**Domgroup**") is a wholly-owned subsidiary of Hollinger Inc. ("**Hollinger**"). Hollinger, Sugra Limited and 4322525 Canada Inc. (collectively, the "**Applicants**") applied for and were granted a stay of proceedings by Order dated August 1, 2007 (as extended and amended) (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**").

The Applicants have requested that Domgroup provide them with funding in order to assist the Applicants to realize on their assets for the benefit of their stakeholders.

This Amended Commitment Letter replaces and supersedes the Amended Commitment Letter dated June 21, 2011.

Domgroup hereby offers its commitment to provide the Applicants with an aggregate of up to CDN $10.2 million of secured financing subject to and in accordance with the terms set out herein.

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Initial Order.

SUMMARY OF TERMS FOR DIP FACILITY

Borrowers:	Hollinger Inc., Sugra Limited and 4322525 Canada Inc. (collectively, the "**Borrowers**")
Lender:	Domgroup Ltd. (the "**Lender**").
Maximum DIP Facility:	CDN $10.2 million (the "**DIP Facility**").
Purpose:	To fund the day to day operating expenses of the Borrowers necessary for the realization of the Borrowers' assets (the "**Expenses**").
Availability Period:	The DIP Facility will be repayable on demand by the Lender.

Advances:	Advances under the DIP Facility shall be made in minimum tranches of $100,000 as requested by the Borrowers.
Repayment:	All outstanding Advances, together with all accrued and unpaid interest thereon, are repayable on demand at any time. Without limiting the Lender's right to demand repayment at any time, all outstanding Advances may be repaid by the Borrowers by way of set-off of amounts owing or distributable to the Borrowers by the Lender.
Interest:	Interest shall accrue at Canadian Imperial Bank of Commerce's Prime Rate + 3% per annum.
DIP Security:	All sums at any time owing to the Lender in respect of the DIP Facility (including, without limitation, interest) shall be secured by a fixed and specific charge on all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wheresoever situate, and all proceeds thereof, of the Borrowers pursuant to a court ordered charge in the CCAA Proceedings ranking subordinate only to the Administration Charge and the Directors' Charge (the "**DIP Charge**").
Funding Conditions:	Advances under the DIP Facility will be available to the Borrowers, subject to all other terms and conditions of this Amended Commitment Letter, after the Court issues an order approving the amended terms of this DIP Facility (in form and substance acceptable to the Lender in its sole and absolute discretion) (the "**DIP Order**"). *Provided, however*, that the Lender shall not be obligated to provide any Advances whatsoever if the Initial Order or the DIP Order has been vacated, stayed or otherwise caused to become ineffective or is amended in a manner not acceptable to the Lender (such consent not to be unreasonably withheld where any such amendment does not pertain to the DIP Facility).
The DIP Order:	The DIP Order shall be in form and substance satisfactory to the Lender and shall, without limitation, include: (i) provisions approving this Amended Commitment Letter and the DIP Facility created herein; (ii) provisions granting to the Lender the DIP Charge; (iii) provisions authorizing the Lender to effect registrations, filings and recordings wherever in its discretion it deems appropriate regarding the DIP Charge;

(iv) provisions providing that the DIP Charge shall be valid and effective to secure all of the obligations of the Borrowers to the Lender without the necessity of the making of any registrations or filings and whether or not any other documents have been executed by the Borrowers;

(v) provisions declaring that the granting of the DIP Charge and all other documents executed and delivered to the Lender as contemplated herein, including, without limitation, all actions taken to perfect, record and register the DIP Charge, do not constitute conduct meriting an oppression remedy, settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions under any applicable federal or provincial legislation; and

(vi) provisions restricting the granting of any additional liens or encumbrances on the assets of the Borrowers other than as permitted herein and in the Initial Order.

Covenants: During the Availability Period, the Borrowers:

(a) will, promptly on the receipt by the Borrowers of the same, give the Lender a copy of any Notice of Motion or Application to vary, supplement, revoke, terminate or discharge the Initial Order, including (without limitation) any application to the Court for the granting of new security that will or may have priority over the DIP Charge or otherwise for the variation of the priority of the DIP Charge; and

(b) will not, without the prior written consent of the Lender, incur any borrowings or other secured indebtedness, obligations or liabilities, other than pursuant to the DIP Facility, or create or grant any security (other than the DIP Charge) over any of the Property, whether ranking in priority to or subordinate to the Security.

Further Assurances: The Borrowers will, at their own expense and promptly on demand by the Lender at any time, do such acts and things and execute and deliver such deeds and documents as the Lender may request to give effect to any other provisions set out hereunder.

Assignment: Neither the Lender nor the Borrowers shall not assign the benefit of any of the provisions set out herein.

Governing Law: The DIP Facility and the provisions set out herein shall be governed

and construed in all respects in accordance with the laws of Ontario and the laws of Canada applicable therein.

Acceptance: The DIP Facility shall not become available to the Borrowers until and unless the Borrowers return a copy of this Amended Commitment Letter to the Lender (by facsimile or electronic transmission or personal delivery), countersigned by the Borrowers pursuant to the authority granted to the Borrowers by the DIP Order.

Dated this 22nd day of August, 2012.

DOMGROUP LTD.

By: William E. Aziz

Name: William E. Aziz

Title: Chief Restructuring Officer

ACCEPTANCE

TO: DOMGROUP LTD.

We accept and agree to comply with and cause our subsidiaries to comply with the provisions of the Amended Commitment Letter set out above.

Dated this 22nd day of August, 2012.

HOLLINGER INC.

By: William E. Aziz

Name: William E. Aziz
Title: Chief Restructuring Officer

SUGRA LIMITED

William E. Aziz

Name: William E. Aziz
Title: Chief Restructuring Officer

4322525 CANADA INC.

William E. Aziz

Name: William E. Aziz
Title: Chief Restructuring Officer

AMENDED COMMITMENT LETTER

November 29, 2013

Hollinger Inc., Sugra Limited and 4322525 Canada Inc.
100 King Street West
Suite 3700
Toronto, M5X 1C9

Attention: William E. Aziz, Chief Restructuring Officer

Domgroup Ltd. ("**Domgroup**") is a wholly-owned subsidiary of Hollinger Inc. ("**Hollinger**"). Hollinger, Sugra Limited and 4322525 Canada Inc. (collectively, the "**Applicants**") applied for and were granted a stay of proceedings by Order dated August 1, 2007 (as extended and amended) (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**").

The Applicants have requested that Domgroup provide them with funding in order to assist the Applicants to realize on their assets for the benefit of their stakeholders.

This Amended Commitment Letter replaces and supersedes the Amended Commitment Letter dated August 22, 2012.

Domgroup hereby offers its commitment to provide the Applicants with an aggregate of up to CDN $12.2 million of secured financing subject to and in accordance with the terms set out herein.

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Initial Order.

SUMMARY OF TERMS FOR DIP FACILITY

Borrowers:	Hollinger Inc., Sugra Limited and 4322525 Canada Inc. (collectively, the "**Borrowers**")
Lender:	Domgroup Ltd. (the "**Lender**").
Maximum DIP Facility:	CDN $12.2 million (the "**DIP Facility**").
Purpose:	To fund the day to day operating expenses of the Borrowers necessary for the realization of the Borrowers' assets (the "**Expenses**").
Availability Period:	The DIP Facility will be repayable on demand by the Lender.

Advances:	Advances under the DIP Facility shall be made in minimum tranches of $100,000 as requested by the Borrowers.
Repayment:	All outstanding Advances are repayable on demand at any time. Without limiting the Lender's right to demand repayment at any time, all outstanding Advances may be repaid by the Borrowers by way of set-off of amounts owing or distributable to the Borrowers by the Lender.
Interest:	Interest shall not accrue on this indebtedness.
DIP Security:	All sums at any time owing to the Lender in respect of the DIP Facility shall be secured by a fixed and specific charge on all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wheresoever situate, and all proceeds thereof, of the Borrowers pursuant to a court ordered charge in the CCAA Proceedings ranking subordinate only to the Administration Charge and the Directors' Charge (the "**DIP Charge**").
Funding Conditions:	Advances under the DIP Facility will be available to the Borrowers, subject to all other terms and conditions of this Amended Commitment Letter, after the Court issues an order approving the amended terms of this DIP Facility (in form and substance acceptable to the Lender in its sole and absolute discretion) (the "**DIP Order**"). *Provided, however*, that the Lender shall not be obligated to provide any Advances whatsoever if the Initial Order or the DIP Order has been vacated, stayed or otherwise caused to become ineffective or is amended in a manner not acceptable to the Lender (such consent not to be unreasonably withheld where any such amendment does not pertain to the DIP Facility).
The DIP Order:	The DIP Order shall be in form and substance satisfactory to the Lender and shall, without limitation, include: (i) provisions approving this Amended Commitment Letter and the DIP Facility created herein; (ii) provisions granting to the Lender the DIP Charge; (iii) provisions authorizing the Lender to effect registrations, filings and recordings wherever in its discretion it deems appropriate regarding the DIP Charge; (iv) provisions providing that the DIP Charge shall be valid and

effective to secure all of the obligations of the Borrowers to the Lender without the necessity of the making of any registrations or filings and whether or not any other documents have been executed by the Borrowers;

(v) provisions declaring that the granting of the DIP Charge and all other documents executed and delivered to the Lender as contemplated herein, including, without limitation, all actions taken to perfect, record and register the DIP Charge, do not constitute conduct meriting an oppression remedy, settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions under any applicable federal or provincial legislation; and

(vi) provisions restricting the granting of any additional liens or encumbrances on the assets of the Borrowers other than as permitted herein and in the Initial Order.

Covenants: During the Availability Period, the Borrowers:

(a) will, promptly on the receipt by the Borrowers of the same, give the Lender a copy of any Notice of Motion or Application to vary, supplement, revoke, terminate or discharge the Initial Order, including (without limitation) any application to the Court for the granting of new security that will or may have priority over the DIP Charge or otherwise for the variation of the priority of the DIP Charge; and

(b) will not, without the prior written consent of the Lender, incur any borrowings or other secured indebtedness, obligations or liabilities, other than pursuant to the DIP Facility, or create or grant any security (other than the DIP Charge) over any of the Property, whether ranking in priority to or subordinate to the Security.

Further Assurances: The Borrowers will, at their own expense and promptly on demand by the Lender at any time, do such acts and things and execute and deliver such deeds and documents as the Lender may request to give effect to any other provisions set out hereunder.

Assignment: Neither the Lender nor the Borrowers shall not assign the benefit of any of the provisions set out herein.

Governing Law: The DIP Facility and the provisions set out herein shall be governed and construed in all respects in accordance with the laws of Ontario and the laws of Canada applicable therein.

Acceptance: The DIP Facility shall not become available to the Borrowers until and unless the Borrowers return a copy of this Amended Commitment Letter to the Lender (by facsimile or electronic transmission or personal delivery), countersigned by the Borrowers pursuant to the authority granted to the Borrowers by the DIP Order.

Dated this 29th day of November, 2013.

DOMGROUP LTD.

By: William E. Aziz

Name: William E. Aziz
Title: Chief Restructuring Officer

ACCEPTANCE

TO: DOMGROUP LTD.

We accept and agree to comply with and cause our subsidiaries to comply with the provisions of the Amended Commitment Letter set out above.

Dated this 29th day of November, 2013.

HOLLINGER INC.

By: William E. Aziz

Name: William E. Aziz
Title: Chief Restructuring Officer

SUGRA LIMITED

William E. Aziz

Name: William E. Aziz
Title: Chief Restructuring Officer

4322525 CANADA INC.

William E. Aziz

Name: William E. Aziz
Title: Chief Restructuring Officer

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO HOLLINGER INC., 4322525 CANADA INC. AND SUGRA LIMITED

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

AFFIDAVIT OF WILLIAM E. AZIZ
Sworn December 11, 2014

Thornton Grout Finnigan LLP
Suite 3200, P.O. Box 329
100 Wellington St. West
Toronto-Dominion Centre
Toronto, ON M5K 1K7

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Lawyers for the Applicants and Non-Applicants

TAB 3

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	**FRIDAY, THE 19TH**
	)	
MR. JUSTICE MCEWEN	)	**DAY OF DECEMBER, 2014**

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO **HOLLINGER INC., 4322525 CANADA INC.** and **SUGRA LIMITED**

Applicants

ORDER
(re: Distribution Motion and Stay Extension)

THIS MOTION brought by the Applicants was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Applicants' Notice of Motion dated December 11, 2014 (the "**Notice of Motion**"), the Affidavit of the Chief Restructuring Officer of the Applicants and the Non-Applicants sworn December 11, 2014 (the "**Aziz Affidavit**") and the Twenty-eighth Report of Ernst and Young Inc. in its capacity as Court-appointed Monitor of the Applicants (the "**Monitor**") and on hearing from counsel for the Applicants and the Monitor and such other counsel as were present and on being advised that the Service List as of December 11, 2014 was served electronically with the Notice of Motion,.

1. **THIS COURT ORDERS** that all capitalized terms not herein defined shall have the meanings set out in the Aziz Affidavit.

Distribution

2. **THIS COURT AUTHORIZES AND DIRECTS** the Applicants and the Non-Applicants to make the distributions to the Proven Creditors of the Non-Applicants and Applicants based on their respective *pro rata* share as outlined in the Aziz Affiavit;

3. **THIS COURT AUTHORIZES AND DIRECTS** the Applicants to establish the Reserves and approves the quantum of the Reserves.

4. **THIS COURT AUTHORIZES AND DIRECTS** the Applicants to pay the Bonuses as set out in the Aziz Affidavit.

Extension of the Stay Period

5. **THIS COURT ORDERS** that the Stay Period in the Initial Order with respect to the Applicants is hereby extended to and including April 30, 2015.

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO HOLLINGER INC., 4322525 CANADA INC. AND SUGRA LIMITED

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
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Proceeding Commenced at Toronto

ORDER
(Distribution Motion and Stay Extension)

Thornton Grout Finnigan LLP
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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 A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO HOLLINGER INC., 4322525 CANADA INC. AND SUGRA LIMITED

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding Commenced at Toronto

MOTION RECORD
Returnable December 19, 2014

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