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
(*Settlement Approval re: CIBC and the Estate of Donald Fullerton*, returnable April 19 and 20, 2012)

April 16, 2012

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Applicants

NOTICE OF MOTION
(Re: Fullerton and CIBC Settlement Approval, Notice and Sealing)

THE APPLICANTS will make a motion before the Honourable Justice Campbell on a date to be set by the Court at 10:00 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 approving the settlement agreement among Hollinger Inc. ("**Hollinger**") and the Litigation Trustee on the one hand and the estate of R. Donald Fullerton (the "**Fullerton Estate**") and the Canadian Imperial Bank of Commerce ("**CIBC**") on the other hand, dated April 9, 2012 (the "**Fullerton and CIBC Settlement Agreement**") and granting releases in favour of the Fullerton Releasees and the CIBC Releasees (as defined in the Fullerton and CIBC Settlement Agreement) from the Applicants and their subsidiaries (but not including the Chicago Newspapers Liquidation Corp. formerly known as Sun-Times Media Group, Inc. and its subsidiaries (collectively referred to as

"**STMG**")) and from third parties who are not parties to the Fullerton and CIBC Settlement Agreement, substantially in the form of the draft Order annexed to this Notice of Motion as Schedule "A" (the "**Fullerton and CIBC Settlement Approval Order**").

2. An Order sealing the settlement amount set out in the Fullerton and CIBC Settlement Agreement from the public record, but subject to a confidentiality agreement permitting non-settling defendants and other interested parties to gain disclosure of such amount under terms, substantially in the form of the draft Order attached to this Notice of Motion as Schedule "B" (the "**Fullerton and CIBC Notice, Sealing and Confidentiality Order**").

3. An Order providing that the service of this Notice of Motion and any further materials for this or other motions relating to the Fullerton and CIBC Settlement Agreement upon the Service List as defined in and in accordance with this Court's Service and Notice Procedure Order of November 12, 2010 (the "**November 12, 2010 Order**") is good and sufficient notice of the Fullerton and CIBC Settlement Agreement and no further service or notice is required, substantially in the form of the draft Fullerton and CIBC Notice, Sealing and Confidentiality Order attached hereto as Schedule "B".

4. An Order establishing a timetable for the hearing of the Fullerton and CIBC settlement approval motion, notice motion and sealing and confidentiality motion. The Applicants request that this approval motion be heard at the same time as the approval motions currently pending in respect of the Torys, KPMG and Outside Directors Settlement Agreements, set for April 19 and 20, 2012.

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

THE GROUNDS FOR THE MOTION ARE:

1. On August 1, 2007, the Applicants applied for and were granted protection from their creditors under the *Companies' Creditors Arrangement Act* ("**CCAA**") pursuant to the Order of this Honourable Court dated August 1, 2007 (the "**Initial Order**") and Ernst & Young Inc. was appointed as monitor (the "**Monitor**") in the CCAA proceedings;

2. Pursuant to an Order of this Honourable Court dated May 21, 2008, as amended by the Order of this Honourable Court dated July 3, 2008 (the "**Multi-Party Settlement Order**"), BlueTree Advisors Inc. ("**BlueTree**"), an entity controlled by William Aziz, CA, ("**Aziz**") was appointed to provide the services of Aziz as the Chief Restructuring Officer of the Applicants. BlueTree was also retained to provide the services of Aziz as Chief Restructuring Officer to 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**") pursuant to board resolutions passed by each of the Non-Applicants on June 16, 2008 (collectively, BlueTree and Aziz are referred to as the "**CRO**");

3. Pursuant to the Multi-Party Settlement Order, John D. Ground, Q.C. (retired judge) was appointed as an officer of this Honourable 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**");

4. The Multi-Party Settlement Order and the Multi-Party Settlement Agreement annexed as Schedule "A" thereto, authorized the Litigation Trustee to supervise, control and administer the Litigation Assets and is 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. All other assets of the Applicants and the Non-Applicants are under the CRO's supervision as are all claims made against the various entities;

5. The Litigation Assets include claims and causes of actions asserted or reserved against a number of parties, including, without limitation, against CIBC and the Fullerton Estate;

6. A settlement has been reached among Hollinger, the Litigation Trustee, the Fullerton Estate and CIBC pursuant to the Fullerton and CIBC Settlement Agreement;

Service and Notice

7. By the November 12, 2010 Order, this Court established a procedure for the notification of persons with an interest in the settlement of litigation by the Litigation Trustee and, in particular, the settlements between Hollinger on the one hand and Torys and KPMG on the other;

8. By order dated December 8, 2011, this Court held that service and notice of the Outside Directors Settlement Agreement and approval process effected upon the Service List in accordance with the November 12, 2010 Order constitutes good and sufficient service and notice since all those having an interest in the Outside Directors Settlement Agreement and approval process would have also been interested in the Torys and KPMG Settlement Agreements and their approval processes, and therefore would have

filed Notices of Appearance under the terms of the November 12, 2010 Order and thereby already be included in the Service List established thereunder;

9. The only parties affected by the approval of the Fullerton and CIBC Settlement Agreement have already filed Notices of Appearance under the November 12, 2010 Order and constitute the Service List;

10. Service of this motion and any other motions relating to the Fullerton and CIBC Settlement Agreement on the Service List will ensure that all interested parties receive notice of the Fullerton and CIBC Settlement Agreement;

Sealing

11. The Fullerton and CIBC Settlement Agreement arose as a result of a privileged and confidential mediation facilitated by the Honourable George Adams, Q.C., (retired justice);

12. The settlement amount set out in the Fullerton and CIBC Settlement Agreement is subject to settlement privilege until the settlement is approved and the approval is final;

13. Disclosure of the privileged terms contained in the Fullerton and CIBC Settlement Agreement would undermine the Litigation Trustee's initiatives with respect to the remaining Litigation Assets including, without limitation, any resumed litigation with the Fullerton Estate and/ or CIBC in the event that the Fullerton and CIBC Settlement Agreement is not approved. As a result, a sealing Order is being requested with respect to the settlement amount specified in the Fullerton and CIBC Settlement Agreement;

14. By order dated February 25, 2011, this Court granted a sealing order in respect of the

settlement amounts set out under the Torys and KPMG Settlement Agreements, respectively, on the same grounds as those advanced on this motion. The February 25, 2011 order was upheld by the Ontario Court of Appeal;

15. By order dated December 8, 2011, this Court granted a sealing order in respect of the settlement amount set out under the Outside Directors Settlement Agreement on the same grounds as those advanced on this motion. The December 8, 2011 was not subject to appeal and is now final;

Settlement Approval

16. The Fullerton and CIBC Settlement Agreement is conditional upon the Applicants obtaining a form of settlement approval Order from this Honourable Court that approves the Settlement and that gives legal effect to the third party releases contained therein;

17. The CRO is of the view that the terms of the Fullerton and CIBC Settlement Agreement are fair and reasonable and are in the best interests of the Applicants and their creditors and other stakeholders;

18. The Litigation Trustee is satisfied that the terms of the Fullerton and CIBC Settlement Agreement conform to his mandate of maximizing the net return from the Litigation Assets to the Applicants and their creditors and other stakeholders;

19. Such other facts as are set out in the CRO Affidavit, the Litigation Trustee's Report and any Report of the Monitor, to be filed in respect of this motion;

20. The provisions of the CCAA;

21. Rules 2.03, 3.02 and 37 of the Rules of Civil Procedure (Ontario); and

22. 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 CRO Affidavit, sworn April 16 2012;

2. the Third Report of the Litigation Trustee, dated April 16, 2012; and

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

April 16, 2012

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TAB A

Schedule "A"

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	**__________________, THE**
	)	
MR. JUSTICE CAMPBELL	)	**___ DAY OF __________, 2012**

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
(Fullerton and CIBC Settlement Approval)

THIS MOTION brought by the Applicants for an Order approving the release and settlement agreement between Hollinger Inc. ("**Hollinger**") on the one hand, and Judith Ann Fullerton, Leslie Ann Fullerton, Geoffrey Stuart Fullerton and Warren Bruce Fullerton in their capacities as Executors and Estate Trustees of the estate of R. Donald Fullerton, deceased, a former director of Hollinger (the "**Fullerton Estate**") and the Canadian Imperial Bank of Commerce ("**CIBC**") on the other hand, dated April 9, 2012 (the "**Fullerton and CIBC Release and Settlement Agreement**") and for Orders releasing and barring claims against the released parties (the "**Fullerton Releasees**" and the "**CIBC Releasees**" as more particularly defined below) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Applicants dated ►, the First Report of the Litigation Trustee dated March 31, 2011, the Second Report of the Litigation Trustee dated November 7, 2011, and the Third Report of the Litigation Trustee dated ► and on hearing the submissions of counsel for the Applicants, the Fullerton Estate, CIBC and ►,

1. **THIS COURT ORDERS AND DECLARES** that the Order of this Court provided on ► respecting the service protocol for this motion has been complied with.

Approval of the Fullerton and CIBC Release and Settlement Agreement

2. **THIS COURT ORDERS** that the Fullerton and CIBC Release and Settlement Agreement is hereby approved in its entirety and that the parties thereto (the "**Parties**") are hereby bound by this Order and by the Fullerton and CIBC Release and Settlement Agreement and are authorized and directed to comply with their obligations thereunder, including, without limitation, to make the payment provided for therein.

3. **THIS COURT DECLARES** that the compromises, arrangements, exculpations, releases, discharges and injunctions contemplated in the Fullerton and CIBC Release and Settlement Agreement and, in particular, those granted by and for the benefit of the Fullerton Releasees and the CIBC Releasees, are integral components of the settlement between Hollinger Inc. and the Fullerton Estate and CIBC, and of the Fullerton and CIBC Release and Settlement Agreement and are necessary for, and vital to, the success of the settlement between Hollinger Inc. and the Fullerton Estate and CIBC and that all such compromises, arrangements, exculpations, releases, discharges and injunctions as set out in the Fullerton and CIBC Release and Settlement Agreement and this Settlement Approval Order are hereby sanctioned, approved and given full force and effect in

accordance with and subject to their respective terms and conditions as approved by this Settlement Approval Order.

Release by Hollinger

4. **THIS COURT ORDERS AND DECLARES** that, upon payment in full of the Settlement Amount, as defined in the Fullerton and CIBC Release and Settlement Agreement, in accordance with the terms and conditions of that Agreement, each of the Applicants and their past, present and future subsidiaries and divisions including, without limitation, 4322525 Canada Inc., Sugra Limited, Domgroup Ltd. and 10 Toronto Street Ltd. (but not including the corporation formally known as the Sun-Times Media Group, Inc. and its subsidiaries (collectively, "**STMG**"); all partnerships in which any of the Applicants or any subsidiary thereof is the general partner and any corporation majority owned by such partnership; for themselves and, in respect of each of the foregoing, their respective officers, directors, employees, servants, agents, assigns, successors, heirs, administrators, insurers and any person (as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended to the date hereof, "**Person**") who claims a right or interest through any of them (collectively, "**Hollinger Releasors**") do hereby irrevocably and unconditionally fully, finally and forever release, remise, acquit and discharge, without qualification or limitation, (i) Fullerton, the Fullerton Estate, and each of their heirs, executors, administrators and assigns (collectively, the "**Fullerton Releasees**") and (ii) CIBC, its affiliated, subsidiary and related corporations, all of their current and former officers, directors, employees, servants, agents, heirs executors or administrators, and all of their successors and assigns (collectively the "**CIBC Releasees**"), separately and jointly, of and from any and all rights, interests, obligations, debts, dues, sums of

money, accounts, reckonings, damages, claims, actions, allegations, causes of action, counterclaims or demands whatsoever, whether direct or indirect, known or unknown, in law or equity, of whatever kind or character, suspected, fixed or contingent (collectively, "**Claims**"), that have been, that could be, or that could have been asserted by the Hollinger Releasors from the beginning of time through to and including April 9, 2012 (including, without limitation, any claim for contribution, indemnification, reimbursement or any other forms of claims over that could be asserted on or after April 9, 2012 by the Hollinger Releasors based on events occurring prior to and through April 9, 2012) against:

(a) the Fullerton Releasees in respect of:

(i) Fullerton having served as a director of Hollinger Inc.;

(ii) all Claims of injury allegedly caused to the Hollinger Releasors by Fullerton including, without limitation, all Claims raised or which could have been raised in the Intended Action or in the Intended Amendment to the Banks Action (as defined in the Fullerton and CIBC Release and Settlement Agreement), and/or

(iii) any and all other Claims that the Hollinger Releasors ever had or may have against the Fullerton Releasees including, but not limited to, any Claims not set out in the Intended Action ((i) to (iii) collectively, the "**Settled Fullerton Claims**"); and

(b) the CIBC Releasees in respect of:

(i) CIBC having served as a lender to Hollinger;

(ii) All Claims of injury allegedly caused to the Hollinger Releasors by CIBC, including, without limitation all Claims raised or which could have been raised in the Banks Action; and /or

(iii) any and all other Claims that the Hollinger Releasors ever had or may have against the CIBC Releasees including, but not limited to, any Claims not set out in the Banks Action ((i) to (iii) collectively, the "**Settled CIBC Claims**", and, together with the Settled Fullerton Claims, the "**Settled Claims**").

Third Party Releasors

5. **THIS COURT ORDERS AND DECLARES** that all former and present shareholders, former officers and directors, and all creditors, parents, subsidiaries, affiliates, and related parties of Hollinger, and including, without limitation, STMG and its past and present shareholders, and any other Person (collectively, the "**Third Party Releasors**") hereby release, remise, acquit and forever discharge, without qualification or limitation, the Fullerton Releasees and the CIBC Releasees, separately and jointly, of and from any and all direct and indirect claims (contingent, liquidated or unliquidated, proven or unproven, known or unknown, in the nature of damages or otherwise, whether or not asserted and whether arising by contract, agreement, under statute, civil law, common law, or in equity, or otherwise in any jurisdiction) in any way related to the subject matter of the Settled Claims or to Hollinger including, without limitation, Claims for contribution, indemnification, reimbursement or other forms of claim over in relation to a Third Party Releasor's liability to the Hollinger Releasors.

6. **THIS COURT ORDERS AND DECLARES** that Hollinger's recovery from any Person against whom Hollinger pursues a claim for damages (a "**Non-Settling Defendant**") and with whom the Fullerton Releasees and /or the CIBC Releasees are judicially determined to be jointly and severally liable to Hollinger for damages, will be limited to the Non-Settling Defendant's proportionate share of liability, as determined by this Court, PROVIDED THAT the Non-Settling Defendant successfully proves a claim for contribution and indemnity from the Fullerton Releasees and / or the CIBC Releasees, as the case may be, in respect of Hollinger's claim against the Non-Settling Defendant.

Restriction

7. **THIS COURT ORDERS AND DECLARES** that the releases provided for in paragraph 5 do not apply to a claim based on a final judgment that a Third Party Releasor suffered damages, or if civil law applies to such claim, prejudice, as a direct result and solely as a result of such Third Party Releasor's reliance on an express fraudulent misrepresentation made by Fullerton, CIBC or their agents, when Fullerton or CIBC had actual knowledge that the misrepresentation was false.

Bar Orders

8. **THIS COURT ORDERS** that, without limiting the effect or validity of any provision of this Settlement Approval Order, all Third Party Releasors are permanently and forever barred, estopped, stayed and enjoined from commencing, conducting or continuing in any manner, directly or indirectly, any action, suits or demands, including without limitation, by way of contribution or indemnity or other relief, in common law or in equity, or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against the Fullerton Releasees or the CIBC Releasees in relation to or otherwise in connection with the subject matter of the Settled Claims or Hollinger.

9. **THIS COURT ORDERS AND DECLARES** that each and every Third Party Releasor is hereby permanently and forever barred, estopped, stayed and enjoined from: (i) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree, or order against the Fullerton Releasees or the CIBC Releasees or their property in respect of any claims

relating in any way to the Settled Claims; or (ii) taking any action to interfere with the implementation and consummation of the Fullerton and CIBC Release and Settlement Agreement.

Recognition and Enforcement

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

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**

ORDER
(Fullerton and CIBC Settlement Approval)

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Lawyers for the **Applicants**

TAB B

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	**__________________, the _____th DAY**
	)	
MR. JUSTICE CAMPBELL	)	**OF_________________, 2011**

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

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

Applicants

ORDER
(Re: Fullerton and CIBC Notice, Sealing and Confidentiality Agreement Approval Order)

THIS MOTION made by the Applicants for an Order (i) sealing confidential references in the settlement agreement among Hollinger Inc. ("**Hollinger**"), and the Litigation Trustee of Hollinger on the one hand, and the estate of R. Donald Fullerton (the "**Fullerton Estate**") and the Canadian Imperial Bank of Commerce ("**CIBC**") on the other hand, dated April 9, 2012 (the "**Fullerton and CIBC Settlement Agreement**") attached as Exhibit "**A**" to the Affidavit of William E. Aziz sworn on April 16, 2012 (the "**CRO Affidavit**"); (ii) approving the form of confidentiality agreement attached hereto as Schedule "A" (the "**Confidentiality Agreement**") to be entered into between Hollinger, the Fullerton Estate and CIBC (the "**Settling Parties**") and such Responding Parties who agree to be bound by the terms of the Confidentiality Agreement (the "**Contractually Bound Responding Parties**") which will govern the disclosure of the redacted portions of the Fullerton and CIBC Settlement Agreement; and (iii) providing for notice of this motion and any other motions relating to the Fullerton and CIBC Settlement Agreement, was heard on ►, 2012 at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Applicants dated April 16, 2012, and on hearing the submissions of counsel for the Applicants, the Fullerton Estate, CIBC and such other counsel as were present, and on being advised that the Service List including all Persons who filed Notices of Appearance in accordance with the Service and Notice Procedure Order dated November 12, 2010 were served electronically with the Applicants' motion materials:

SERVICE AND NOTICE

1. **THIS COURT ORDERS** that the defined terms in this section of the Order adopt the definitions found in this Court's Service and Notice Procedure Order of November 12, 2010 (the "**November 12, 2010 Order**"), except where otherwise noted.

2. **THIS COURT ORDERS** that service of this motion and any other motions, orders or materials relating to the Fullerton and CIBC Settlement Agreement upon the Service List (which includes all Persons who have provided a Notice of Appearance in accordance with the November 12, 2010 Order and all Defendants) in accordance with paragraph 6 below shall constitute good and sufficient notice and service upon the Creditors, Defendants, Shareholders and all other affected Persons of the Fullerton and CIBC Settlement Agreement, the Fullerton and CIBC Settlement Agreement approval hearing (the "**Approval Hearing**"), and all related motions and Orders, and that no form of service or notice is required to be provided by any of the Applicants, CRO or the Monitor

to any other Person and no other documents or materials need be served on any Person in respect of the Approval Hearing.

3. **THIS COURT ORDERS** that any Person who filed a Notice of Appearance in accordance with the November 12, 2010 Order is entitled to participate in the Approval Hearing and all motions related thereto.

4. **THIS COURT ORDERS** that any Person who did not file a Notice of Appearance in accordance with the November 12, 2010 Order:

   a) shall not be entitled to appear or be heard at the Approval Hearing or any related motions, or to receive any notice of, or materials or documentation relating to, arising out of, or in conjunction with, the Approval Hearing or related motions;

   b) shall be bound by the terms of any order issued in relation to the Approval Hearing or any related motions; and

   c) shall be forever barred and enjoined from making any objection or opposition to, disputing in any manner whatsoever or appealing or moving to set aside or vary the Fullerton and CIBC Settlement Agreement, any order issued in relation to the Approval Hearing, or any other documents, Orders or proceedings with respect to, arising out of, or in connection with the Fullerton and CIBC Settlement Agreement or the Approval Hearing.

5. **THIS COURT ORDERS** that the Monitor and CRO shall have the same protections as those afforded to them in paragraphs 11 and 12, respectively, of the November 12, 2010 Order.

6. **THIS COURT ORDERS** that service pursuant to this Order may be made by forwarding true copies by pre-paid ordinary mail, courier, personal delivery or electronic or digital transmission. Any service by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next business day following the date sent, or if sent by pre-paid ordinary mail, on the fourth business day after mailing.

SEALING ORDER

7. **THIS COURT ORDERS** that the settlement amount set out in the Fullerton and CIBC Settlement Agreement (the "**Settlement Amount**") be and is hereby sealed from the public record until the Fullerton and CIBC Settlement Agreement is approved and all appeals are resolved in favour of Hollinger and the Fullerton Estate and CIBC, in which case the Settlement Amount shall be deemed to have entered the public domain such that its disclosure shall not constitute a breach of the Confidentiality Agreement, or if the Settlement is not approved, until further order of this Court.

8. **THIS COURTS ORDERS** that the redacted version of the CRO Affidavit dated April 16, 2012 shall be placed on the public record and served on the parties to the motion pursuant to which the Applicants seek court approval of the Fullerton and CIBC Settlement Agreement, and the unredacted version of the CRO Affidavit shall be filed with the Court under seal from the public record in accordance with paragraph 7 of this Order.

APPROVAL OF CONFIDENTIALITY AGREEMENT

9. **THIS COURT ORDERS AND DECLARES** that the redacted portion of the Fullerton and CIBC Settlement Agreement may be disclosed to the Contractually Bound Responding Parties on the condition that those Parties agree to be bound by the terms of and validly execute the Confidentiality Agreement attached hereto as Schedule "A".

10. **THIS COURT ORDERS AND DECLARES** that the terms of the Confidentiality Agreement are incorporated herein by reference and that each of the signatories to the Confidentiality Agreement are hereby bound by the terms of the Confidentiality Agreement.

11. **THIS COURT ORDERS AND DECLARES** that any breach of the Confidentiality Agreement shall constitute a breach of this Order.

VARIANCE AND AMENDMENT

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

RECOGNITION AND ENFORCEMENT

13. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to

give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

The Honourable Mr. Justice C. Campbell

Schedule "A"

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the **"Agreement"**) is entered into as of ►, 2012 between Hollinger Inc. (**"Hollinger"**), the Honourable John D. Ground Q.C., as Litigation Trustee of Hollinger (the **"Litigation Trustee"**), the estate of R. Donald Fullerton (the "**Fullerton Estate**") and the Canadian Imperial Bank of Commerce ("**CIBC**" and together with Hollinger and the Fullerton Estate, the "**Settling Parties**") and such of the various parties who have filed Notices of Appearance in accordance with the Service and Notice Procedure Order issued by the Ontario Superior Court of Justice (Commercial List) (**"Ontario Court"**) dated November 12, 2010 who agree to be bound by the terms of this Agreement (collectively **"Responding Parties"**, individually **"Responding Party"**) and who intend to respond to Hollinger's pending motion (the **"Settlement Approval Motion"**) before the Ontario Court for approval of the Release and Settlement Agreement entered into between the Fullerton Estate, CIBC, Hollinger and the Litigation Trustee dated April 9, 2012 (the **"Fullerton and CIBC Settlement Agreement"**) which Hollinger and the Litigation Trustee support and is subject to an Order of the Ontario Court approving this Agreement;

WHEREAS the Settlement Amount as defined in the Fullerton and CIBC Settlement Agreement (the "**Fullerton and CIBC Settlement Amount**") has been redacted from the copy of the Fullerton and CIBC Settlement Agreement attached as **Exhibit** A to the Affidavit of William E. Aziz, Hollinger's Chief Restructuring Officer, sworn April __ , 2012, filed by Hollinger in support of the Settlement Approval Motion;

WHEREAS certain of the Responding Parties have advised counsel for Hollinger that they require disclosure of the Fullerton and CIBC Settlement Amount in order to respond to the Settlement Approval Motion;

WHEREAS the Responding Parties expressly represent that they will maintain the confidentiality of the Fullerton and CIBC Settlement Amount and agree that other than as permitted by paragraph 1 below, they will not make any use whatsoever of the Fullerton and CIBC Settlement Amount;

WHEREAS in consideration of the Responding Parties' agreement to maintain the confidentiality of the Fullerton and CIBC Settlement Amount, Hollinger, the Litigation Trustee, the Fullerton Estate and CIBC have agreed to the disclosure to the Responding Parties of the Fullerton and CIBC Settlement Amount for the sole purpose of enabling the Responding Parties to respond to the Settlement Approval Motion and for no other or collateral purpose, subject to the terms and conditions of this Agreement and the Confidentiality Agreement Approval Order;

NOW THEREFORE in consideration of the premises and covenants contained herein, the parties hereto hereby agree as follows:

1. The Litigation Trustee and Hollinger shall be authorized to disclose the Fullerton and CIBC Settlement Amount to the Responding Parties for the sole purpose of enabling the Responding Parties to respond to the Settlement Approval Motion subject to the following limitations and restrictions:

(a) The Responding Parties acknowledge that they have a duty to maintain the confidentiality of the Fullerton and CIBC Settlement Amount and agree to maintain the confidentiality of the Fullerton and CIBC Settlement Amount, sharing such information only with their respective counsel on a confidential basis and with no one else;

(b) the Responding Parties shall be entitled to use the term "Fullerton and CIBC Settlement Amount" in any written or oral submissions with the Ontario Court relating to the pending Settlement Approval Motion;

(c) the Responding Parties shall be expressly prohibited from referring to or otherwise suggesting the actual amount of money comprising the Fullerton and CIBC Settlement Amount in any written or oral submissions with the Ontario Court relating to the pending Settlement Approval Motion or from making any other use whatsoever of the Fullerton and CIBC Settlement Amount or the actual amount of money comprising Fullerton and CIBC Settlement Amount until such time as the Settlement Approval Motion is approved by order of the Ontario Court and such order has become final, not subject to any outstanding appeals;

(d) the Responding Parties each expressly acknowledge and agree that a breach of this Agreement by a Responding Party or Responding Parties shall also constitute a breach of the Confidentiality Agreement Approval Order and that such breach may result in:

(i) the Responding Party, or the Responding Parties, being held in contempt of court and subject to sanction by the Ontario Court;

(ii) subject to obtaining an order of the Ontario Court so providing, the deemed withdrawal, release and forfeiture of any claim that a Responding Party may have filed with Ernst & Young Inc. the Court-appointed monitor of Hollinger (the **"Monitor"**) against or in respect of the applicants in Ontario Court file 07-CL-7120 (the **"Applicants"**), and including the release and forfeiture of any other claims, counterclaims or third party claims that might have been filed against or in respect of the Applicants, such claims having been barred by the Claims Bar Order, dated May 21, 2008; and

(iii) such further and other relief as the Ontario Court may consider just.

2. The Litigation Trustee, Hollinger, the Fullerton Estate, CIBC and the Responding Parties hereby acknowledge and agree that any party receiving confidential information under the terms of this Agreement may make unrestricted use of the confidential information once it enters the public domain otherwise than through a breach of this Agreement, and that such use of the confidential information will not constitute a breach of this Agreement. The Litigation Trustee, Hollinger, the Fullerton Estate and CIBC may make unrestricted use of the confidential information once it enters the public domain, otherwise than through a breach of this Agreement, and such use of the confidential information will not constitute a breach of this Agreement.

3. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing in a document that specifically refers to this Agreement and such document is signed by all parties to this Agreement.

4. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. This Agreement shall enure to the benefit of and be binding upon each of the parties to this Agreement and their respective successors and permitted assigns.

5. This Agreement may be executed in any number of counterparts, each of which when executed and delivered, including any counterpart executed by a party and transmitted to the other parties by e-mail or facsimile transmission, is an original, and all of which when taken together constitute one and the same Agreement.

6. This Agreement shall be effective and binding on the parties hereto on the date the last party executes and delivers the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Date:____________________ **HOLLINGER INC.**

Per: ____________________
Name: **William E. Aziz**
Title: **Chief Restructuring Officer**

I have the authority to bind the **Corporation.**

Date: ____________________

____
John D. Ground, Q.C. (retired justice)
Litigation Trustee of Hollinger Inc.

THE ESTATE OF R. DONALD FULLERTON

Per: ______________________________ c/s
Name: ▶
Title: ▶

I have the authority to bind the **Estate**

CANADIAN IMPERIAL BANK OF COMMERCE

Per: ______________________________ c/s
Name: ▶
Title: ▶

I have the authority to bind the **Bank**

RESPONDING PARTY

____

By: ______________________________
Signature

____
Print Name

____
Title

(*an authorized signing officer*)

RESPONDING PARTY

____

By: ______________________________
Signature

____

Print Name

____
Title

(*an authorized signing 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)

Proceedings commenced at **Toronto**

ORDER
(Re: Fullerton and CIBC Notice, Sealing and Confidentiality Agreement Approval Order)

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Solicitors for the Applicants

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**

NOTICE OF MOTION
(Re: Fullerton and CIBC Settlement Approval, Notice and Sealing)

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Solicitors for the Applicants and the Non-Applicants

TAB 2

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

AFFIDAVIT OF WILLIAM E. AZIZ
(Sworn on April 16, 2012)

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., Chief Restructuring Officer of the Applicants and the Non-Applicants (as defined herein). 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. Pursuant to an Order of this Honourable Court dated May 21, 2008, as amended by the Order of this Honourable Court dated July 3, 2008, (the "**Multi-Party Settlement Order**"), 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.

3. BlueTree was also retained to provide the services of Chief Restructuring Officer 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**") pursuant to board resolutions passed by each of the Non-Applicants on June 16, 2008. Collectively, BlueTree and myself are referred to herein as the "**CRO**".

Purpose

4. I swear this Affidavit in support of this motion seeking:

   (a) an Order approving the settlement agreement among Hollinger Inc. ("**Hollinger**") and Judith Ann Fullerton, Leslie Ann Fullerton, Geoffrey Stuart Fullerton and Warren Bruce Fullerton in their capacities as Executors and Estate Trustees of the estate of R. Donald Fullerton, deceased, a former director of Hollinger (the "**Fullerton Estate**") and the Canadian Imperial Bank of Commerce, a former lender of Hollinger ("**CIBC**"), dated April 9, 2012 (the "**Fullerton and CIBC Settlement Agreement**") and granting releases in favour of the Fullerton Estate and CIBC from the Applicants and their subsidiaries (but not including the Chicago Newspapers Liquidation Corp. formerly known as Sun Times Media Group, Inc. and its subsidiaries (collectively referred to as "**STMG**")) and from third parties who are not parties to the Fullerton and CIBC Settlement Agreement, substantially in the form annexed to the Notice of Motion as Schedule "A" (the "**Fullerton and CIBC Settlement Approval Order**");

(b) an Order sealing certain privileged and confidential references in the Fullerton and CIBC Settlement Agreement subject to further order of this Court; and

(c) an Order providing for the manner of notice and service of the motions relating to the Fullerton and CIBC Settlement Agreement.

5. Pursuant to the Multi-Party Settlement Order, John D. Ground, Q.C. (retired judge) was appointed as an officer of this Honourable Court to be the Litigation Trustee (the "**Litigation Trustee**") over and in respect of all claims and causes of action in favour of the Applicants (collectively, the "**Litigation Assets**").

6. Pursuant to the terms of the Multi-Party Settlement Order and the Multi-Party Settlement Agreement annexed as Schedule "A" thereto, the Litigation Trustee is to supervise, control and administer the Litigation Assets and is 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. As CRO, all other assets of the Applicants and the Non-Applicants are under my supervision as are all claims made against the various entities.

7. The Litigation Assets include claims and causes of actions asserted against a number of parties, including, without limitation, against the Fullerton Estate and CIBC.

8. As a result of a mediation facilitated by the Honourable George Adams Q.C. (retired justice) a settlement in principle has been reached among Hollinger, the Litigation Trustee, the Fullerton Estate and CIBC pursuant to the Fullerton and CIBC Settlement Agreement. A true copy of Fullerton and CIBC Settlement Agreement, redacted to

exclude the Settlement Amount set out thereunder, is attached to my affidavit as Exhibit "A".

9. An unredacted copy of the Fullerton and CIBC Settlement Agreement is attached to the affidavit being provided to this Honourable Court and a sealing Order is being sought in respect thereof.

10. The Fullerton and CIBC Settlement Agreement is conditional upon the Applicants obtaining a form of Settlement Approval Order from this Honourable Court that approves the settlement and that gives legal effect to the third party releases contained in the settlement.

Sealing Order Requested

11. A sealing order is being requested with respect to my unredacted Affidavit filed with this Honourable Court which includes an unredacted copy of the Fullerton and CIBC Settlement Agreement as Exhibit "**A**".

12. Sealing orders have been obtained from this Court in respect of the Settlement Amounts set out under the Torys Settlement Agreement, the KPMG Settlement Agreement and the Outside Directors Settlement Agreement. The sealing order in respect of the Torys and KPMG Settlement Amounts was upheld by the Ontario Court of Appeal. The sealing order in respect of the Outside Directors Settlement Amount was not appealed and is now final. The sealing order sought on this motion is comprised of the same terms as the sealing orders previously granted by this Court.

13. The Litigation Trustee and I continue to deal with other Litigation Assets including,

without limitation, considering the possibility of settling or compromising proceedings relating to the Litigation Assets where appropriate.

14. In my view, disclosure of the settlement amount set out in the Fullerton and CIBC Settlement Agreement could undermine the efforts to deal with the remaining Litigation Assets being undertaken by the Litigation Trustee and me including, without limitation, any future litigation against the Fullerton Estate and/ or CIBC should the Fullerton and CIBC Settlement Agreement not be approved.

Notice and Service

15. On November 12, 2010, this Court granted a service and notice procedure order (the "**November 12, 2010 Order**") establishing a service and notice process in respect of the motions for approval of the settlements reached with Torys and KPMG. A true copy of the November 12, 2010 Order is attached to this affidavit as Exhibit "**B**". Defined terms in this section of my Affidavit adopt the definitions found in the November 12, 2010 Order.

16. Pursuant to the November 12, 2010 Order, extensive notice of those two settlements and their approval process was provided by way of direct mailings to Creditors, Defendants and the CCAA Service List, as well as by publication on websites and in newspapers. Those who wished to participate in the settlement approval process were required to file a Notice of Appearance. The parties who filed Notices of Appearance include all the Defendants to Hollinger-related litigation (including Defendants to potential claims) as well as Creditors and other stakeholders of the Applicants (collectively, the "**Service List**").

17. By Order dated December 8, 2011, this Court held that service and notice of the motion to approve the Outside Directors' Settlement Agreement and any other motions, orders or materials relating to the Outside Directors' Settlement Agreement conducted in accordance with the November 12, 2010 Order upon the Service List shall constitute good and sufficient notice and service upon the Creditors, Defendants, Shareholders and all other affected Persons of the Outside Directors' Settlement Agreement, the Outside Directors' Settlement Agreement approval hearing and all related motions and Orders. A true copy of the December 8, 2011 Order is attached to my affidavit as Exhibit "**C**".

18. It is my view that all persons who would have any interest in the Fullerton and CIBC Settlement Agreement and its approval process would also have been interested in the Settlement Agreements between Hollinger and Torys, KPMG and the Outside Directors, respectively, and their approval processes and would therefore have filed a Notice of Appearance pursuant to the November 12, 2010 Order. Accordingly, service of the motions relating to the Fullerton and CIBC Settlement Agreement on the Service List will provide good and sufficient notice to those persons with an interest in the Fullerton and CIBC Settlement Agreement.

Settlement Approval

19. I have been fully informed or consulted in respect of all aspects of the efforts of the Litigation Trustee in relation to the Litigation Assets, including the negotiations of the Fullerton and CIBC Settlement Agreement.

20. I have reviewed the third report of the Litigation Trustee, dated April 16, 2012 (the "**Litigation Trustee's Third Report**"). I personally attended the mediation between

Hollinger and the Fullerton Estate and CIBC. The mediation process, my involvement therein and my recommendations are accurately described in the Litigation Trustee's Third Report.

21. Having regard to my duty to act in the best interests of the estates of the Applicants and as a Court-appointed officer, in my view, the Fullerton and CIBC Settlement Agreement is fair and reasonable and is in the best interests of the Applicants and their creditors and other stakeholders.

22. Based on the foregoing, as CRO I recommend that this Honourable Court grant the relief sought by the Applicants.

SWORN before me at the City of Toronto, in the Province of Ontario, this **16th** day of **April**, 2012	
Commissioner for Taking Affidavits M. KEENBERG	WILLIAM E. AZIZ

TAB A

EXHIBIT A

This is Exhibit A, referred to in the Affidavit

of William E. Aziz, sworn before me this

16th day of April, 2012.

A Commissioner for taking Affidavits, etc.

M. KEENBERG

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT (the "**Agreement**") made as of the 9th day of April, 2012, between Hollinger Inc., a corporation incorporated under the Canada Business Corporations Act, R.S.C 1985 c. C-44 ("**Hollinger**"), on the one hand, and Judith Ann Fullerton, Leslie Ann Fullerton, Geoffrey Stuart Fullerton and Warren Bruce Fullerton in their capacities as Executors and Estate Trustees of the estate of R. Donald Fullerton, deceased, a former director of Hollinger (the "**Fullerton Estate**") and the Canadian Imperial Bank of Commerce, a former lender of Hollinger ("**CIBC**"), on the other hand (individually, a "**Party**", and collectively, the "**Parties**"); and

WHEREAS, Hollinger and R. Donald Fullerton ("**Fullerton**") agreed to toll limitation periods pursuant to a standstill agreement dated November 16, 2006 (the "**Standstill Agreement**"); and

WHEREAS, on May 31, 2007, Hollinger commenced an action by way of Statement of Claim against CIBC, the Toronto Dominion Bank and the Bank of Nova Scotia (the "**Banks Action**"); and

WHEREAS, on or about December 17, 2010, Hollinger advised CIBC and Fullerton of its intention to amend the Statement of Claim in the Banks Action to include Fullerton as a party to that Action (the "**Intended Amendment**") and Hollinger also advised Fullerton of an intention to commence legal proceedings against him in respect of his conduct while serving as a director of Hollinger (the "**Intended Action**"); and

WHEREAS, the Parties then agreed to mediate the Intended Action and the Banks Action (including the Intended Amendment); and

WHEREAS, the Parties engaged in a mediation of all Claims made in the Intended Action and in the Banks Action (including the Intended Amendment) before George W. Adams Q.C. (retired Justice) on December 23, 2011 (the "**Mediation**"); and

WHEREAS, pursuant to an order of the Ontario Superior Court of Justice, Commercial List, (the "**Court**") dated August 1, 2007 (the "**Initial CCAA Order**") Hollinger, 4322525 Canada Inc. and Sugra Limited (together the "**CCAA Applicants**"), were authorized to commence a proceeding pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended ("**CCAA**") wherein the CCAA Applicants may file a plan of compromise and arrangement (a "**Plan**"); and

WHEREAS, pursuant to an order of the Court dated May 21, 2008 the CCAA Applicants obtained approval of a multi-party settlement and a cost reduction/asset enhancement program (the "**MPS Order**") wherein John D. Ground Q.C. (retired Justice) was appointed as an officer of the Court to be the Litigation Trustee over and in respect of all claims and causes of action in favour of the CCAA Applicants, including the Banks Action, the Intended Amendment and the Intended Action; and

WHEREAS, pursuant to the MPS Order, the Litigation Trustee was empowered to initiate, prosecute and continue the prosecution of any and all proceedings then pending or thereafter instituted in favour of the CCAA Applicants including, *inter alia*, the power to settle or compromise any such proceeding, including the Banks Action, the Intended Amendment and the Intended Action; and

WHEREAS, while they deny all allegations of wrongdoing and liability, the Estate of Fullerton and CIBC have agreed to enter into this Agreement to fully and finally resolve any Claims made or which could be made against one or more of them in relation to Hollinger, and to reduce further expense, inconvenience and the distraction of burdensome and protracted litigation,

NOW THEREFORE IN CONSIDERATION OF THE COVENANTS SET OUT BELOW AND THE REPRESENTATIONS MADE IN THE RECITALS ABOVE AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, AND SUBJECT TO THE PROVISIONS SET OUT HEREIN RESPECTING COURT APPROVAL OF THIS SETTLEMENT AND ITS MATERIAL TERMS, the Parties agree as follows:

1. *Payment of the Settlement Amount*: The Fullerton Estate and CIBC shall pay, or cause to be paid by their agents, the total sum of [redacted] (the "**Settlement Amount**") to Hollinger for the benefit of the Litigation Trustee. For greater certainty, the portions of the Settlement Amount being contributed by each of the Fullerton Estate and CIBC have not been disclosed to Hollinger, but total [redacted] The Settlement Amount is inclusive of any and all Claims, including Claims for interest, taxes and costs.

2. *Payment Date*: The Settlement Amount shall be paid in full to Hollinger for the benefit of the Litigation Trustee within 30 days of the issuance of the Release Order provided for in paragraph 9 below and the final determination of any appeals or expiration of all appeal periods in relation thereto (at which time the Release Order is, for the purposes hereof, "**Final**"). The date on which the Settlement Amount is paid in full to Hollinger for the benefit of the Litigation Trustee is the "**Payment Date**".

3. *Dismissal of the Banks Action and Termination of the Standstill Agreement:* Within five (5) business days of the Payment Date, Hollinger will file a motion, with CIBC's consent, to dismiss the Banks Action as against CIBC only, on a without costs, with prejudice basis. In addition, within five (5) business days of the Payment Date, Hollinger will terminate the Standstill Agreement with the Fullerton Estate.

4. *Full and Final Release of the Fullerton Estate and CIBC by the Hollinger Releasors*: Effective as of the Payment Date, Hollinger, its past, present and future subsidiaries and divisions including, without limiting the foregoing, 432525 Canada Inc., Sugra Limited, DomGroup Ltd. and 10 Toronto Street Ltd., but not the corporation formerly known as the Sun-Times Media Group, Inc. and its subsidiaries (collectively referred to herein as "**STMG**"), all partnerships in which Hollinger or a subsidiary of Hollinger is the general partner and any corporation majority owned by such partnership, for themselves, and in respect of each of the

foregoing, their respective officers, directors, employees, servants, agents, heirs, administrators, successors, assigns and on behalf of any person who claims a right or interest through them (collectively, the "**Hollinger Releasors**") do hereby fully, finally and forever, release, remise, acquit and forever discharge, without qualification or limitation, Fullerton and each of his heirs, executors, administrators and assigns (collectively the "**Fullerton Releasees**"), and CIBC, its affiliated, subsidiary and related corporations, all of their current and former officers, directors, employees, servants, agents, heirs executors or administrators, and all of their successors and assigns (collectively the "**CIBC Releasees**") separately and jointly, of and from any and all rights, interests, obligations, debts, dues, sums of money, accounts, reckonings, damages, claims, actions, allegations, causes of action, counterclaims or demands whatsoever, whether direct or indirect, known or unknown, in law or in equity, of whatever kind or character, suspected, fixed or contingent (collectively "**Claims**") that have been, that could be, or that could have been asserted by the Hollinger Releasors from the beginning of time through the date hereof (including without limitation any claim for contribution, indemnification, reimbursement or any other forms of claims over that could be asserted on or after the date hereof by the Hollinger Releasors based on events occurring prior to and through the date hereof) against:

(a) the Fullerton Releasees in respect of:

(i) Fullerton having served as a director of Hollinger;

(ii) all Claims of injury allegedly caused to the Hollinger Releasors by Fullerton including, without limitation, all Claims raised or which could have been raised in the Intended Action or the Intended Amendment to the Banks Action; and/or

(iii) any and all other Claims that the Hollinger Releasors ever had or may have against the Fullerton Releasees including, but not limited to, any Claims not set out in the Intended Action; and

(b) the CIBC Releasees in respect of:

(i) CIBC having served as a lender to Hollinger;

(ii) All Claims of injury allegedly caused to the Hollinger Releasors by CIBC, including, without limitation all Claims raised or which could have been raised in the Banks Action; and /or

(iii) any and all other Claims that the Hollinger Releasors ever had or may have against the CIBC Releasees including, but not limited to, any Claims not set out in the Banks Action (collectively the Claims set out under subparagraphs 2(a) and (b) are the "**Settled Claims**").

5. *Unknown Claims*: Without limiting the generality of paragraph 4 above, the Hollinger Releasors declare that the intent of the full and final release set out therein is to conclude all issues arising from the Settled Claims and it is understood and agreed that the release provided by the Hollinger Releasors is intended to cover, and does cover, not only all known injuries,

losses and damages, but all injuries, losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

6. *Waiver of Claims Against the Estates of the Hollinger Releasors*: The Fullerton Estate and CIBC confirm that they have not filed, and agree that they will not file, any claims against the estates of any of the Hollinger Releasors.

7. *Full and Final Releases of the Fullerton Estate and CIBC by Third Parties*: It is the intent of the Parties that this Agreement and the terms of the Release Order provided for in paragraph 9 below will extinguish any basis for any direct or indirect claim by all former and present shareholders, officers and directors of Hollinger, and all creditors, parents, subsidiaries, affiliates and related parties of Hollinger (including without limitation, STMG and its past and present shareholders), and any other person (together, the "**Third Party Releasors**"), against the Fullerton Releasees and / or the CIBC Releasees in any way related to the subject matter of the Settled Claims or to Hollinger, including but not limited to Claims for contribution, indemnification, reimbursement or other forms of claims over in relation to a Third Party Releasor's liability to the Hollinger Releasors (the "**Third Party Releases**").

8. *Excepted Claims*: The Third Party Releases set out in paragraph 7 of this Agreement do not apply to an Excepted Claim (and only an Excepted Claim as defined herein) by a Third Party Releasor against the Fullerton Releasees or the CIBC Releasees for damages. An "**Excepted Claim**" means a claim that is based on a final judgment that a Third Party Releasor suffered damages, or if civil law applies to an Excepted Claim, prejudice, as a direct result and solely as a result of such Third Party Releasor's reliance on an express fraudulent misrepresentation made by Fullerton or CIBC or by either of their agents to such Third Party Releasor when either Fullerton or CIBC, as the case may be, had actual knowledge that the misrepresentation was false.

9. *Release Order*: The Parties agree and acknowledge that the Third Party Releases are a material and integral term of this Agreement and that this Agreement is contingent upon the issuance of an order by the Court substantially in the form attached hereto as **Schedule "A"** that will give legal effect to the Third Party Releases as against the Third Party Releasors effective as at the Payment Date (the "**Release Order**") and the following shall also be applicable thereto.

(a) In the event that the Settlement Amount is not paid in full in accordance with this Agreement, the Release Order shall be of no force and effect.

(b) As soon as practicable after execution of this Agreement, Hollinger shall apply to the Court for approval of this Agreement ("**Settlement Approval**") and shall seek the Release Order as part of the Settlement Approval.

(c) If the Court for any reason declines to grant the Release Order in favour of the Settling Directors on Settlement Approval, then Hollinger agrees to submit a Plan to its creditors, the terms of which shall include provisions to give effect to the Release Order and, as part of any Court approval of such plan ("**Plan Approval**"), shall seek an order that shall include the provisions of the Release Order.

(d) Any application to the Court for either Settlement Approval or Plan Approval shall be brought on notice to all those against whom the Third Party Releases are intended to be effective, including but not limited to the following Third Party Releasors: Conrad M. Black, Barbara Amiel-Black, Peter Y. Atkinson, John A. Boultbee, F. David Radler, Charles G. Cowan, Daniel W. Colson, Peter G. White, Maureen Sabia, Allan Gotlieb, Fredrik Eaton, Henry Ketcham III, Douglas G. Bassett, Ralph M. Barford, Torys LLP, KPMG LLP, the Toronto Dominion Bank, the Bank of Nova Scotia and STMG, its predecessors and successors.

(e) The timing of the application to the Court for Settlement Approval (or Plan Approval, if necessary) pursuant to which the Release Order is sought shall be that Hollinger will seek such approval at the same time as the settlement approvals (or plan approvals, if necessary) being sought by Hollinger in respect of its settlements with (i) Torys LLP ("**Torys**"); (ii) KPMG LLP Canada ("**KPMG**"), and (iii) Maureen Sabia, Allan Gotlieb, Fredrik Eaton and Henry Ketcham III (the "**Outside Directors**") or as soon thereafter as possible, the timing of all of which shall be done with a view to giving the Third Party Releasors a reasonable opportunity to participate in the CCAA settlement approval process. If thought necessary or appropriate by the Fullerton Estate and CIBC or the Litigation Trustee and Hollinger, all acting reasonably, Hollinger and the Litigation Trustee shall seek prior Court approval of any service and notice protocol in respect of obtaining the Release Order for the Fullerton Estate and CIBC.

(f) In addition to supporting Settlement Approval, the Fullerton Estate and CIBC shall support the request by Hollinger for approval of the Court in respect of Hollinger's settlements with Torys, KPMG and the Outside Directors, whether by way of a settlement approval or a plan approval for such settlements.

(g) If an application for the Release Order has not been brought by April 30, 2012 (the "**Application Deadline**") then the Fullerton Estate and CIBC may, within fifteen (15) days after the expiry of the Application Deadline, at their sole discretion acting jointly, either (i) terminate this Agreement or (ii) select and notify Hollinger and the Litigation Trustee of an amended Application Deadline (the "**Amended Application Deadline**"). If the Fullerton Estate and CIBC jointly elect to select an Amended Application Deadline, that Amended Application Deadline shall replace the Application Deadline for all purposes of this Agreement.

(h) If the Court declines to grant the Release Order, and the Court further declines to grant an order approving a Plan, which order contains the provisions of the Release Order, then the Fullerton Estate and CIBC may, at their sole discretion acting jointly, terminate this Agreement within fifteen (15) days following the Court's decision becoming Final.

(i) If the Fullerton Estate and CIBC elect to terminate this Agreement pursuant to subparagraphs 9(g) or (h), the Agreement shall, subject to the continuing obligations of the Parties in respect of confidentiality, as set out in paragraph 10 of this Agreement, become null and void.

10. *Confidentiality and Publicity*: The Parties agree that all information, including documents, submissions and oral statements, filed, disclosed or made in the Mediation are and remain privileged and confidential and shall not be disclosed to any person or used for any purpose. The Parties further agree that, except to the extent necessary to obtain the Release Order and subject to the procedure and conditions set out in this paragraph, the terms of this Agreement, including the Settlement Amount, shall remain confidential and shall not be disclosed by any Party other than as necessary in communications with outside auditors, insurers, taxing authorities, regulatory or governmental agencies, and, in Hollinger's case, to creditors that have signed binding and applicable confidentiality agreements, or as otherwise may be required by law.

For greater certainty, the Parties agree that for the purposes of enabling the Litigation Trustee to carry out his mandate by allowing the Third Party Releasors the opportunity to participate in the Settlement Approval or Plan Approval, the following steps shall be taken:

(a) Hollinger may place on the public record and provide to Third Party Releasors a redacted version of the Agreement which redacts the Settlement Amount in paragraph 1 above;

(b) Hollinger shall seek an order from the Court (a "**Confidentiality Order**") in the form of the order granted by the Honourable Justice Campbell on February 25, 2011 in respect of Hollinger's settlement agreements with Torys and KPMG and attached hereto as **Schedule "B"** (the "**February 25 Order**").

(c) Subsequent to obtaining the Confidentiality Order, Hollinger may disclose an unredacted version of the Agreement to any Third Party Releasor who executes a confidentiality agreement approved by the Court pursuant to the Confidentiality Order; and

Subject to the foregoing, except as may be necessary for Settlement Approval or Plan Approval, Hollinger further agrees that it shall not publicize or comment upon any allegations made by the Hollinger Releasors or any other person against CIBC, Fullerton or the Fullerton Estate in relation to the Hollinger Releasors and shall not express any views as to the actions of CIBC, Fullerton or the Fullerton Estate in relation to the Hollinger Releasors. Any press release issued by either Party announcing this Agreement will be written in accordance with this paragraph and will be subject to the consent of the other Parties, such consent not to be unreasonably withheld.

This provision respecting confidentiality shall survive any termination of this Agreement.

11. *No Admission of Liability*: This Agreement does not in any manner constitute, on the part of Fullerton, the Fullerton Estate or CIBC, an admission of liability, wrongdoing or any other matter and any and all liability and wrongdoing on the part of Fullerton, the Fullerton Estate or CIBC is specifically denied.

12. *Remedies Upon Breach of this Agreement*: The Parties agree that a breach by any Party of any of its, his or her obligations hereunder would cause irreparable harm to the non-breaching Party or Parties for which money damages would not be an adequate remedy. Accordingly, the Parties agree that the non-breaching Party or Parties shall be entitled to specific performance and

injunctive and other equitable relief in the event the other Party (or Parties) breaches any of its (or their) obligations hereunder.

13. *Governing Law*: This Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

14. *Counterparts and Delivery*: This Agreement may be signed in any number of counterparts, all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by fax transmission or by transmission in PDF or similar electronic document format.

15. *Admissibility*: Subsequent to the Release Order becoming Final, this Agreement may be filed and used in any action or proceeding as may be necessary to consummate, enforce or seek relief with respect to the Agreement. In particular, the Parties, and any predecessors, successors in interest, assigns or heirs, executors or administrators may file and use this Agreement in any action to support a defence of *res judicata*, collateral estoppel, issue estoppel, release, good faith settlement, judgment bar, reduction or any other theory of claim preclusion, issue preclusion or similar defence or counterclaim.

16. *Successors and Assigns*: Unless otherwise stated to the contrary elsewhere in this Agreement, this Agreement shall be binding upon, apply to and inure to the benefit of the Hollinger Releasors, the Fullerton Releasees and the CIBC Releasees and their respective heirs, executors, administrators, successors and assigns.

17. *No Waiver*: Any failure by any Party to insist upon the strict performance by the other Party or Parties of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon strict performance of any and all of the provisions of this Agreement to be performed by such other Party or Parties.

18. *Further Assurances*: The Parties shall take such further and other steps and execute such further and other documents as may reasonably be required to give effect to the terms of this Agreement.

19. *Notice*: Any notices required to be given under this Agreement shall be in writing and shall be made by fax transmission or email transmission to the fax numbers and e-mail addresses set out below:

The Honourable John D. Ground, Q.C (retired Justice), Litigation Trustee of Hollinger Inc.
William E. Aziz, Chief Restructuring Officer of Hollinger Inc.
c/o Thornton Grout Finnigan LLP
Suite 3200, Canadian Pacific Tower
100 Wellington Street West
Toronto-Dominion Centre
Toronto, Ontario M5K 1K7

Attention: Robert I. Thornton, Michael Barrack and Megan Keenberg
Fax: (416) 304-1313
Email: rthornton@tgf.ca, mbarrack@tgf.ca and mkeenberg@tgf.ca

The Estate of R. Donald Fullerton
c/o Stockwood LLP
Royal Trust Tower
77 King Street West
Suite 4130, P.O. Box 140
Toronto, Ontario M5K 1H1

Attention: Paul LeVay and Luisa Ritacca
Fax: 416-593-9345
Email: paullv@stockwoods.ca and luisar@stockwoods.ca

Canadian Imperial Bank of Commerce
c/o Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: Benjamin Zarnett
Fax: 416-979-1234
Email: bzarnett@goodmans.ca

20. *Amendments*: This Agreement supersedes and replaces any and all prior negotiations, understandings, promises, representations, inducements and discussions, whether written or oral. This Agreement may not be changed or modified except in writing signed by the Fullerton Estate, CIBC and Hollinger.

21. *No Assignments:* Hollinger has not assigned or otherwise transferred any of or part of the Settled Claims to any of its parents, subsidiaries, affiliated or related entities or any person or entity including, without limiting the generality of the foregoing, STMG.

22. *Authority to Enter into the Agreement*: The undersigned parties represent that they have the full authority necessary to execute this Agreement.

HOLLINGER INC.

Per:
Name: **William E. Aziz**
Title: **Chief Restructuring Officer**

I have the authority to bind the Corporation.

Witness
M. KEENBERG

John D. Ground, Q.C. (retired Justice), Litigation Trustee for Hollinger Inc.

CANADIAN IMPERIAL BANK OF COMMERCE

Per:
Name: **Laurie MacFarlane**
Title: **Senior Counsel, CIBC Legal Department**
I have the authority to bind the Bank

Witness

Judith Ann Fullerton, Executor and Estate Trustee for the Estate of R. Donald Fullerton

Witness

Leslie Ann Fullerton, Executor and Estate Trustee for the Estate of R. Donald Fullerton

22. *Authority to Enter into the Agreement*: The undersigned parties represent that they have the full authority necessary to execute this Agreement.

HOLLINGER INC.

Per: ______________________________
Name: **William E. Aziz**
Title: **Chief Restructuring Officer**

I have the authority to bind the Corporation.

Witness

John D. Ground, Q.C. (retired Justice), Litigation Trustee for Hollinger Inc.

CANADIAN IMPERIAL BANK OF COMMERCE

Per:
Name: **Laurie MacFarlane**
Title: **Senior Counsel, CIBC Legal Department**
I have the authority to bind the Bank

Witness

Judith Ann Fullerton, Executor and Estate Trustee for the Estate of R. Donald Fullerton

Witness

Leslie Ann Fullerton, Executor and Estate Trustee for the Estate of R. Donald Fullerton

22. *Authority to Enter into the Agreement*: The undersigned parties represent that they have the full authority necessary to execute this Agreement.

HOLLINGER INC.

Per: ______________________________
Name: **William E. Aziz**
Title: **Chief Restructuring Officer**

I have the authority to bind the Corporation.

Witness

John D. Ground, Q.C. (retired Justice), Litigation Trustee for Hollinger Inc.

CANADIAN IMPERIAL BANK OF COMMERCE

Per: ______________________________
Name: **Laurie MacFarlane**
Title: **Senior Counsel, CIBC Legal Department**
I have the authority to bind the Bank

Witness

Judith Ann Fullerton, Executor and Estate Trustee for the Estate of R. Donald Fullerton

Witness

Leslie Ann Fullerton, Executor and Estate Trustee for the Estate of R. Donald Fullerton

Witness	Geoffrey Stuart Fullerton, Executor and Estate Trustee for the Estate of R. Donald Fullerton
Witness	Warren Bruce Fullerton, Executor and Estate Trustee for the Estate of R. Donald Fullerton

SCHEDULE "A"

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	**►DAY, THE**
	)	
MR. JUSTICE CAMPBELL	)	**► DAY OF ►, 2011**

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

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

Applicants

ORDER
(Fullerton and CIBC Settlement Approval)

THIS MOTION brought by the Applicants for an Order approving the release and settlement agreement between Hollinger Inc. ("**Hollinger**") on the one hand, and Judith Ann Fullerton, Leslie Ann Fullerton, Geoffrey Stuart Fullerton and Warren Bruce Fullerton in their capacities as Executors and Estate Trustees of the estate of R. Donald Fullerton, deceased, a former director of Hollinger (the "**Fullerton Estate**") and the Canadian Imperial Bank of Commerce ("**CIBC**") on the other hand, dated April 9, 2012 (the "**Fullerton and CIBC Release and Settlement Agreement**") and for Orders releasing and barring claims against the released parties (the "**Fullerton Releasees**" and the "**CIBC Releasees**" as more particularly defined below) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Applicants dated April __, 2012, the First Report of the Litigation Trustee dated March 31, 2011, the Second Report of the Litigation Trustee dated November 7, 2011, and the Third Report of the Litigation Trustee dated April __, 2012 and on hearing the submissions of counsel for the Applicants, the Fullerton Estate, CIBC and such other counsel who were present,

1. **THIS COURT ORDERS AND DECLARES** that the Order of this Court provided on ►, 2012 respecting the service protocol for this motion has been complied with.

Approval of the Fullerton and CIBC Release and Settlement Agreement

2. **THIS COURT ORDERS** that the Fullerton and CIBC Release and Settlement Agreement is hereby approved in its entirety and that the parties thereto (the "**Parties**") are hereby bound by this Order and by the Fullerton and CIBC Release and Settlement Agreement and are authorized and directed to comply with their obligations thereunder, including, without limitation, to make the payment provided for therein.

3. **THIS COURT DECLARES** that the compromises, arrangements, exculpations, releases, discharges and injunctions contemplated in the Fullerton and CIBC Release and Settlement Agreement and, in particular, those granted by and for the benefit of the Fullerton Releasees and the CIBC Releasees, are integral components of the settlement between Hollinger Inc. and the Fullerton Estate and CIBC, and of the Fullerton and CIBC Release and Settlement Agreement and are necessary for, and vital to, the success of the settlement between Hollinger Inc. and the Fullerton Estate and CIBC and that all such compromises, arrangements, exculpations, releases, discharges and injunctions as set out in the Fullerton and CIBC Release and Settlement Agreement and this Settlement

Approval Order are hereby sanctioned, approved and given full force and effect in accordance with and subject to their respective terms and conditions as approved by this Settlement Approval Order.

Release by Hollinger

4. **THIS COURT ORDERS AND DECLARES** that, upon payment in full of the Settlement Amount, as defined in the Fullerton and CIBC Release and Settlement Agreement, in accordance with the terms and conditions of that Agreement, each of the Applicants and their past, present and future subsidiaries and divisions including, without limitation, 4322525 Canada Inc., Sugra Limited, Domgroup Ltd. and 10 Toronto Street Ltd. (but not including the corporation formally known as the Sun-Times Media Group, Inc. and its subsidiaries (collectively, "**STMG**"); all partnerships in which any of the Applicants or any subsidiary thereof is the general partner and any corporation majority owned by such partnership; for themselves and, in respect of each of the foregoing, their respective officers, directors, employees, servants, agents, assigns, successors, heirs, administrators, insurers and any person (as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended to the date hereof, "**Person**") who claims a right or interest through any of them (collectively, "**Hollinger Releasors**") do hereby irrevocably and unconditionally fully, finally and forever release, remise, acquit and discharge, without qualification or limitation, (i) Fullerton, the Fullerton Estate, and each of their heirs, executors, administrators and assigns (collectively, the "**Fullerton Releasees**") and (ii) CIBC, its affiliated, subsidiary and related corporations, all of their current and former officers, directors, employees, servants, agents, heirs executors or administrators, and all of their successors and assigns (collectively the "**CIBC Releasees**"), separately

and jointly, of and from any and all rights, interests, obligations, debts, dues, sums of money, accounts, reckonings, damages, claims, actions, allegations, causes of action, counterclaims or demands whatsoever, whether direct or indirect, known or unknown, in law or equity, of whatever kind or character, suspected, fixed or contingent (collectively, "**Claims**"), that have been, that could be, or that could have been asserted by the Hollinger Releasors from the beginning of time through to and including April 9, 2012 (including, without limitation, any claim for contribution, indemnification, reimbursement or any other forms of claims over that could be asserted on or after April 9, 2012 by the Hollinger Releasors based on events occurring prior to and through April 9, 2012) against:

(a) the Fullerton Releasees in respect of:

(i) Fullerton having served as a director of Hollinger Inc.;

(ii) all Claims of injury allegedly caused to the Hollinger Releasors by Fullerton including, without limitation, all Claims raised or which could have been raised in the Intended Action or in the Intended Amendment to the Banks Action (as defined in the Fullerton and CIBC Release and Settlement Agreement), and/or

(iii) any and all other Claims that the Hollinger Releasors ever had or may have against the Fullerton Releasees including, but not limited to, any Claims not set out in the Intended Action ((i) to (iii) collectively, the "**Settled Fullerton Claims**"); and

(b) the CIBC Releasees in respect of:

(i) CIBC having served as a lender to Hollinger;

(ii) All Claims of injury allegedly caused to the Hollinger Releasors by CIBC, including, without limitation all Claims raised or which could have been raised in the Banks Action; and /or

(iii) any and all other Claims that the Hollinger Releasors ever had or may have against the CIBC Releasees including, but not limited to, any Claims not set out in the Banks Action ((i) to (iii) collectively, the "**Settled CIBC Claims**", and, together with the Settled Fullerton Claims, the "**Settled Claims**").

Third Party Releasors

5. **THIS COURT ORDERS AND DECLARES** that all former and present shareholders, former officers and directors, and all creditors, parents, subsidiaries, affiliates, and related parties of Hollinger, and including, without limitation, STMG and its past and present shareholders, and any other Person (collectively, the "**Third Party Releasors**") hereby release, remise, acquit and forever discharge, without qualification or limitation, the Fullerton Releasees and the CIBC Releasees, separately and jointly, of and from any and all direct and indirect claims (contingent, liquidated or unliquidated, proven or unproven, known or unknown, in the nature of damages or otherwise, whether or not asserted and whether arising by contract, agreement, under statute, civil law, common law, or in equity, or otherwise in any jurisdiction) in any way related to the subject matter of the Settled Claims or to Hollinger including, without limitation, Claims for contribution, indemnification, reimbursement or other forms of claim over in relation to a Third Party Releasor's liability to the Hollinger Releasors.

6. **THIS COURT ORDERS AND DECLARES** that Hollinger's recovery from any Person against whom Hollinger pursues a claim for damages (a "**Non-Settling Defendant**") and with whom the Fullerton Releasees and /or the CIBC Releasees are judicially determined to be jointly and severally liable to Hollinger for damages, will be limited to the Non-Settling Defendant's proportionate share of liability, as determined by this Court, PROVIDED THAT the Non-Settling Defendant successfully proves a claim for contribution and indemnity from the Fullerton Releasees and / or the CIBC Releasees, as the case may be, in respect of Hollinger's claim against the Non-Settling Defendant.

Restriction

7. **THIS COURT ORDERS AND DECLARES** that the releases provided for in paragraph 9 do not apply to a claim based on a final judgment that a Third Party Releasor suffered damages, or if civil law applies to such claim, prejudice, as a direct result and solely as a result of such Third Party Releasor's reliance on an express fraudulent misrepresentation made by Fullerton, CIBC or their agents, when Fullerton or CIBC had actual knowledge that the misrepresentation was false.

Bar Orders

8. **THIS COURT ORDERS** that, without limiting the effect or validity of any provision of this Settlement Approval Order, all Third Party Releasors are permanently and forever barred, estopped, stayed and enjoined from commencing, conducting or continuing in any manner, directly or indirectly, any action, suits or demands, including without limitation, by way of contribution or indemnity or other relief, in common law or in equity, or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against the Fullerton Releasees or the CIBC Releasees in relation to or otherwise in connection with the subject matter of the Settled Claims or Hollinger.

9. **THIS COURT ORDERS AND DECLARES** that each and every Third Party Releasor is hereby permanently and forever barred, estopped, stayed and enjoined from: (i) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree, or order against the

Fullerton Releasees or the CIBC Releasees or their property in respect of any claims relating in any way to the Settled Claims; or (ii) taking any action to interfere with the implementation and consummation of the Fullerton and CIBC Release and Settlement Agreement.

Recognition and Enforcement

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

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

Proceedings commenced at **Toronto**

ORDER

(Fullerton and CIBC Settlement Approval)

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Solicitors for the Applicants and Non-Applicants

Schedule "B"

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	**FRIDAY, the 25th DAY**
	)	
MR. JUSTICE CAMPBELL	)	**OF FEBRUARY, 2011**

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

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

Applicants

ORDER
(Sealing and Confidentiality Agreement Approval Order)

THIS MOTION made by the Applicants for an Order sealing confidential references in the settlement agreement among Hollinger Inc. (**"Hollinger"**), the Litigation Trustee of the Applicants, Torys LLP (Ontario) and Torys LLP (New York) (collectively, **"Torys"**) dated March 26, 2010 (the **"Torys Settlement Agreement"**) and in the settlement agreement among the Applicants and their existing subsidiaries (but not including the Chicago Newspapers Liquidation Corp. formerly known as Sun Times Media Group, Inc. and its subsidiaries), the Litigation Trustee and KPMG LLP Canada (**"KPMG"**) dated October 1, 2010 (the **"KPMG Settlement Agreement"** and together with the Torys Settlement Agreement, the **"Settlement Agreements"**) both attached as Exhibits to the Affidavit of William E. Aziz sworn on November 24, 2010 (the **"CRO Affidavit"**), and for an Order approving the form of confidentiality agreement attached hereto as Schedule "A" (the "**Confidentiality Agreement**") to be entered into between Hollinger, Torys and KPMG (the "**Settling Parties**") and such Responding Parties who agree to be bound by the terms of the Confidentiality Agreement (the "**Contractually Bound Responding Parties**") which will govern the disclosure of the redacted portions of the Settlement Agreements, was heard on February 18, 2011 at 330 University Avenue, Toronto, Ontario, with judgment reserved to this date.

ON READING the Motion Record of the Applicants dated November 26, 2010, the Supplemental Motion Record of the Applicants dated January 17, 2011, the Responding Motion Records of the Responding Parties, dated February 1, 2011, the *facta* of the parties, filed, and on hearing the submissions of counsel for the Applicants, Torys, KPMG and such other counsel as were present, and on being advised that the Service List as of November 26, 2010, including all Persons who filed Notices of Appearance in accordance with the Service and Notice Procedure Order dated November 12, 2010, were served electronically with the Applicants' motion materials:

SERVICE AND NOTICE

1. **THIS COURT ORDERS** that the motion was properly returnable on February 18, 2011 and that notice of this motion has been given and the service of materials filed in connection with this motion has been conducted in accordance with the Service and Notice Procedure Order dated November 12, 2010 and further that service upon any interested party other than those parties served is hereby dispensed with.

SEALING ORDER

2. **THIS COURT ORDERS** that the settlement amounts set out in the Torys Settlement Agreement and in the KPMG Settlement Agreement (the "**Individual Settlement Amounts**") be and are hereby sealed from the public record until the Settlements are approved and all appeals are resolved in favour of Hollinger, Torys and KPMG, in which case the Individual Settlement Amounts shall be deemed to have entered the public domain such that their disclosure shall not constitute a breach of the Confidentiality Agreement, or if the Settlements are not approved, until further order of this Court.

3. **THIS COURT ORDERS** that paragraphs 1(c) and 7(b) of the Torys Settlement Agreement be and are hereby sealed from the public record until further order of this Court.

4. **THIS COURTS ORDERS** that the redacted version of the CRO Affidavit shall be placed on the public record and served on the parties to the motion pursuant to which the Applicants seek court approval of the Settlement Agreements, and the unredacted version of the CRO Affidavit shall be filed with the Court under seal from the public record in accordance with paragraphs 2 and 3 of this Order.

APPROVAL OF CONFIDENTIALITY AGREEMENT

5. **THIS COURT ORDERS AND DECLARES** that the redacted portions of the Settlement Agreements may be disclosed to the Settling Parties and to the Contractually Bound Responding Parties on the condition that those Parties agree to be bound by the terms of and validly execute the Confidentiality Agreement attached hereto as Schedule "A".

6. **THIS COURT ORDERS AND DECLARES** that the terms of the Confidentiality Agreement are incorporated herein by reference and that each of the signatories to the Confidentiality Agreement are hereby bound by the terms of the Confidentiality Agreement.

7. **THIS COURT ORDERS AND DECLARES** that any breach of the Confidentiality Agreement shall constitute a breach of this Order.

VARIANCE AND AMENDMENT

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

RECOGNITION AND ENFORCEMENT

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

The Honourable Mr. Justice C. Campbell

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

MAR 2 8 2011
NB

Schedule "A"

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the **"Agreement"**) is entered into as of March 2011, between Hollinger Inc. (**"Hollinger"**), the Honourable John D. Ground Q.C., as Litigation Trustee of Hollinger (the **"Litigation Trustee"**), KPMG LLP (**"KPMG"**), Torys LLP (Ontario) and Torys LLP (New York) (collectively **"Torys"**) and such of the various parties who have filed Notices of Appearance in accordance with the Service and Notice Procedure Order issued by the Ontario Superior Court of Justice (Commercial List) (**"Ontario Court"**) dated November 12, 2010 who agree to be bound by the terms of this Agreement (collectively **"Responding Parties"**, individually **"Responding Party"**) and who intend to respond to Hollinger's pending motions (the **"Settlement Approval Motions"**) before the Ontario Court for approval of the Release and Settlement Agreement entered into between KPMG, Hollinger and the Litigation Trustee dated October 1, 2010 (**"KPMG Settlement Agreement"**) and the Release and Settlement Agreement entered into between Torys, Hollinger and the Litigation Trustee dated March 26, 2010 (**"Torys Settlement Agreement"**) which Hollinger and the Litigation Trustee support and is subject to an Order of the Ontario Court approving this Agreement substantially in the form of the Order attached as **Schedule "A"** to this Agreement (**"Confidentiality Agreement Approval Order"**);

WHEREAS the Settlement Amount as defined in the KPMG Settlement Agreement (**"KPMG Settlement Amount"**) and the Settlement Amount as defined in the Torys Settlement Agreement (**"Torys Settlement Amount"**) (collectively, the **"Settlement Amounts"**) have been redacted from the copies of the KPMG Settlement Agreement and the Torys Settlement Agreement attached as **Exhibits "2B"** and **"2A"**, respectively, to the Affidavit of William E. Aziz, Hollinger's Chief Restructuring Officer, sworn November 24, 2010 filed by Hollinger in support of the Settlement Approval Motions;

WHEREAS certain of the Responding Parties have advised counsel for Hollinger that they require disclosure of the Settlement Amounts in order to respond to the Settlement Approval Motions;

WHEREAS the Responding Parties expressly represent that they will maintain the confidentiality of the Settlement Amounts and agree that other than as permitted by paragraph 1 below, they will not make any use whatsoever of the Settlement Amounts;

WHEREAS in consideration of the Responding Parties' agreement to maintain the confidentiality of the Settlement Amounts, Hollinger, the Litigation Trustee, KPMG and Torys have agreed to the disclosure to the Responding Parties of the KPMG Settlement Amount and the Torys Settlement Amount for the sole purpose of enabling the Responding Parties to respond to the Settlement Approval Motions and for no other or collateral purpose, subject to the terms and conditions of this Agreement and the Confidentiality Agreement Approval Order;

NOW THEREFORE in consideration of the premises and covenants contained herein, the parties hereto hereby agree as follows:

1. The Litigation Trustee and Hollinger shall be authorized to disclose the KPMG Settlement Amount and the Torys Settlement Amount to the Responding Parties for the sole purpose of enabling the Responding Parties to respond to the Settlement Approval Motions subject to the following limitations and restrictions:

(a) The Responding Parties acknowledge that they have a duty to maintain the confidentiality of the KPMG Settlement Amount and the Torys Settlement Amount and agree to maintain the confidentiality of the KPMG Settlement Amount and the Torys Settlement Amount, sharing such information only with their respective counsel on a confidential basis and with no one else;

(b) the Responding Parties shall be entitled to use the terms KPMG Settlement Amount and the Torys Settlement Amount in any written or oral submissions with the Ontario Court relating to the pending Settlement Approval Motions;

(c) the Responding Parties shall be expressly prohibited from referring to or otherwise suggesting the actual amount of money comprising the KPMG Settlement Amount and the Torys Settlement Amount in any written or oral submissions with the Ontario Court relating to the pending Settlement Approval Motions or from making any other use whatsoever of the KPMG Settlement Amount and the Torys Settlement Amount or the actual amount of money comprising the KPMG Settlement Amount and the Torys Settlement Amount until such time as the Settlement Approval Motions are approved by orders of the Ontario Court and such orders have become final, not subject to any outstanding appeals;

(d) the Responding Parties each expressly acknowledge and agree that a breach of this Agreement by a Responding Party or Responding Parties shall also constitute a breach of the Confidentiality Agreement Approval Order and that such breach may result in:

  (i) the Responding Party, or the Responding Parties, being held in contempt of court and subject to sanction by the Ontario Court;

  (ii) subject to obtaining an order of the Ontario Court so providing, the deemed withdrawal, release and forfeiture of any claim that a Responding Party may have filed with Ernst & Young Inc. the Court-appointed monitor of Hollinger (the "**Monitor**") against or in respect of the applicants in Ontario Court file 07-CL-7120 (the "**Applicants**"), and including the release and forfeiture of any other claims, counterclaims or third party claims that might have been filed against or in respect of the Applicants, such claims having been barred by the Claims Bar Order, dated May 21, 2008;

  (iii) subject to obtaining an order of the Ontario Court so providing, the deemed dismissal with prejudice of any actions, cross-claims, counterclaims, third party claims or any other such claims that Responding Party has asserted against KPMG and/or Torys, as set out in any of the pleadings included in the Omnibus Pleadings Brief filed by Hollinger with the Ontario Court and of any other direct or indirect claim asserted against KPMG and/or Torys by that Responding Party in any way relating to the subject matter of the "**Settled Claims**" as defined in the KPMG Settlement Agreement and the Torys Settlement Agreement with costs payable to KPMG and Torys on a substantial indemnity basis; and

(iv) such further and other relief as the Ontario Court may consider just.

2. The Litigation Trustee and Hollinger shall be authorized to disclose the KPMG Settlement Amount to Torys and the Torys Settlement Amount to KPMG for the sole purpose of enabling Torys and KPMG to participate in the Settlement Approval Motions subject to the following limitations and restrictions:

(a) Torys and KPMG acknowledge that they have a duty to and agree to maintain the confidentiality of the KPMG Settlement Amount and the Torys Settlement Amount, sharing such information only with their respective counsel and insurers on a confidential basis and with no one else;

(b) Torys and KPMG shall be entitled to use the terms KPMG Settlement Amount and the Torys Settlement Amount in any written or oral submissions with the Ontario Court relating to the pending Settlement Approval Motions; and

(c) Torys and KPMG shall be expressly prohibited from referring to or otherwise suggesting the actual amount of money comprising the KPMG Settlement Amount and the Torys Settlement Amount in any written or oral submissions with the Ontario Court relating to the pending Settlement Approval Motions or from making any other use whatsoever of the KPMG Settlement Amount and the Torys Settlement Amount or the actual amount of money comprising the KPMG Settlement Amount and the Torys Settlement Amount until such time as the Settlement Approval Motions are approved by orders of the Ontario Court and such orders have become final, not subject to any outstanding appeals.

3. The Litigation Trustee and Hollinger shall be authorized to disclose the entirety of sub-paragraphs 1(a), (b) and (c) and paragraph 7(b) of the Torys Settlement Agreement (the **"Torys Redacted Provisions"**) to the Responding Parties and KPMG subject to the following limitations and restrictions:

(a) The Responding Parties and KPMG acknowledge that they have a duty to maintain the confidentiality of the Torys Redacted Provisions and agree to maintain the confidentiality of the Torys Redacted Provisions, sharing such information only with their respective counsel on a confidential basis;

(b) The Responding Parties and KPMG shall be expressly prohibited from referring to the contents of the Torys Redacted Provisions in any written or oral submissions with the Ontario Court relating to the pending Settlement Approval Motions.

4. The Litigation Trustee, Hollinger, Torys, KPMG and the Responding Parties hereby acknowledge and agree that any party receiving confidential information under the terms of this Agreement may make unrestricted use of the confidential information once it enters the public domain otherwise than through a breach of this Agreement, and that such use of the confidential information will not constitute a breach of this Agreement. The Litigation Trustee, Hollinger, Torys and KPMG may make unrestricted use of the confidential information once it enters the public domain, otherwise than through a breach of this Agreement, and such use of the confidential information will not constitute a breach of this Agreement.

5. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing in a document that specifically refers to this Agreement and such document is signed by all parties to this Agreement.

6. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. This Agreement shall enure to the benefit of and be binding upon each of the parties to this Agreement and their respective successors and permitted assigns.

7. This Agreement may be executed in any number of counterparts, each of which when executed and delivered, including any counterpart executed by a party and transmitted to the other parties by e-mail or facsimile transmission, is an original, and all of which when taken together constitute one and the same Agreement.

8. This Agreement shall be effective and binding on the parties hereto on the date the last party executes and delivers the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

HOLLINGER INC. for itself and on behalf of all other CCAA Applicants and their subsidiaries other than Sun Times Media Group, Inc., and its subsidiaries

By: ______________________________
William E. Aziz
Chief Restructuring Officer

____
The Honourable John D. Ground
Litigation Trustee

KPMG LLP

By: ______________________________
Signature

____
Print Name

____
Title

TORYS LLP, a Ontario limited liability partnership

By: ______________________________
Signature

____
Print Name

____
Title

TORYS LLP, a New York limited liability partnership

By: ______________________________
Signature

____
Print Name

____
Title

RESPONDING PARTY

____

By: ______________________________
Signature

____
Print Name

____
Title

(*an authorized signing officer*)

RESPONDING PARTY

____

By: ______________________________
Signature

____
Print Name

____
Title

(*an authorized signing 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)

Proceedings commenced at **Toronto**

ORDER
(Sealing and Confidentiality Agreement Approval Order)

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Lawyers for the **Applicants**

TAB B

EXHIBIT B

This is Exhibit B, referred to in the Affidavit

of William E. Aziz, sworn before me this

16th day of April, 2012.

A Commissioner for taking Affidavits, etc.

M. KEENBERG

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	**FRIDAY, THE**
	)	
MR. JUSTICE CAMPBELL	)	**12TH DAY OF NOVEMBER, 2010**

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

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

Applicants

SERVICE AND NOTICE PROCEDURE ORDER

THIS MOTION made by the Applicants for an Order, inter alia, establishing a service and notice process in respect of a motion to be brought to approve certain settlements reached for the benefit of the Applicants and their stakeholders regarding certain claims and causes of action in favour of the Applicants was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Applicants' Notice of Motion dated October 29, 2010, the Affidavit of the Chief Restructuring Officer of the Applicants sworn on October 29, 2010 (the "**CRO Affidavit**"), filed, the Fourteenth Report of Ernst & Young Inc. in its capacity as Court-appointed monitor of the Applicants (the "**Monitor**") dated November 2, 2010 (the "**Fourteenth Report**"), filed, the Supplemental Affidavit of the Chief Restructuring Officer of the Applicants sworn on November 5, 2010, filed and on hearing from counsel for the Applicants, the Monitor and such other counsel as were present and on being advised that the Service List as of November 1, 2010 was served electronically with the Applicants' Motion Record,

DEFINITIONS

1. **THIS COURT ORDERS** that for the purposes of this Order, in addition to the terms defined elsewhere in this 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) "**Claims Order**" means the Order of this Court dated May 21, 2008, as amended by the Order of this Court dated November 26, 2008 and as further amended by the Order of this Court dated November 10, 2009 as such Order may be further supplemented, amended or varied from time to time by this Court;

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

   (e) "**Creditor**" means any Person having a Claim (as defined in the Claims Order or the Non-Applicant Claims Order) for which they filed a proof of claim against one of the Applicants or Non-Applicants that has not been finally disallowed in full in accordance with those Orders and which term includes, without limitation, any transferee or assignee of a Claim or a trustee, liquidator, receiver, receiver and manager or other Person acting on behalf of such Person;

(f) **"CRO"** means the Chief Restructuring Officer of the Applicants which is BlueTree Advisors Inc., using the services of its sole officer and director, William E. Aziz, appointed as an officer of this Court pursuant to the Multi-Party Settlement Order;

(g) **"Defendants"** means all Persons against whom any of the Applicants have commenced legal proceedings or with whom any of the Applicants have entered into tolling agreements and which includes, without limitation, a trustee, liquidator, receiver and manager or other Person acting on behalf of such Person;

(h) **"Indenture Trustees"** means HSBC Bank USA, National Association and Delaware Trust Company, National Association;

(i) **"Initial Order"** means the Order of this Court dated August 1, 2007 as such Order may be supplemented, amended or varied from time to time by this Court;

(j) **"KPMG Settlement"** means the settlement reached among the KPMG Settlement Parties pursuant to the KPMG Settlement Agreement;

(k) **"KPMG Settlement Agreement"** means the Settlement Agreement dated October 1, 2010, among the KPMG Settlement Parties, a redacted copy of which is attached as Exhibit "C" to the CRO Affidavit;

(l) **"KPMG Settlement Parties"** means, collectively, the Applicants and their existing subsidiaries (but not including the Chicago Newspapers Liquidation Corp. formerly known as Sun Times Media Group, Inc. and its subsidiaries), the Litigation Trustee and KPMG LLP Canada, KPMG LLP (U.S.), all other member firms of KPMG International and their related or affiliated entities and their respective past, present and future partners, officers, directors, employees, servants, agents, assigns, insurers and counsel (collectively, the "KPMG Releasees");

(m) "**Litigation Trustee**" means John D. Ground, Q.C. (retired judge) appointed as an officer of this Court pursuant to the Multi-Party Settlement Order;

(n) "**Motion Record**" means the Notice of Motion, the CRO Affidavit, including a redacted version of the KPMG Settlement Agreement and a redacted version of the Torys Settlement Agreement, and the draft Settlement Approval Orders;

(o) "**Multi-Party Settlement Order**" means the Order of this Court dated May 21, 2008, as amended by the Order of this Court dated July 3, 2008 as such Order may be further supplemented, amended or varied from time to time by this Court;

(p) "**Non-Applicant Claims Order**" means the Order of this Court dated August 27 2008, as amended by the Order of this Court dated November 26, 2008 and as further amended by the Order of this Court dated November 10, 2009 as such Order may be further supplemented, amended or varied from time to time by this Court;

(q) "**Notice**" means the notice of the Settlement Approval Motion to the Creditors, the Defendants, the Shareholders and any other affected Person in substantially the form attached as Schedule "A";

(r) "**Notice of Appearance**" means the notice delivered by a Creditor or Shareholder to the Monitor and its counsel pursuant to paragraph 7, which shall be substantially in the form attached as Schedule "B";

(s) "**Notice of Appearance Bar Date**" means noon (EST) on December 3, 2010;

(t) "**Person**" includes any individual, partnership, joint venture, trust, corporation, unlimited liability company, unincorporated organization, government body or agency or instrumentality thereof, or any other judicial entity howsoever designated or constituted;

(u) "**Service List**" means the most current Service List in these proceedings;

(v) "**Settlement Approval Motion**" means the motion for, among other things, Court approval of the KPMG Settlement Agreement and the Torys Settlement Agreement and all transactions and documents related thereto, which is to be heard by the Court on a date to be set by the Court at a 9:30 a.m. Scheduling Hearing on December 6, 2010;

(w) "**Settlement Approval Orders**" means the Orders to be sought from the Court approving, among other things, the KPMG Settlement Agreement and the Torys Settlement Agreement and all transactions and documents relating thereto;

(x) "**Settlement Document Package**" means a document package that includes a copy of the Notice, Notice of Appearance, Motion Record including a redacted copy of the KPMG Settlement Agreement and a redacted copy of the Torys Settlement Agreement, the draft Settlement Approval Orders, the Fourteenth Report, this Order and such other materials as the Monitor or the CRO may consider appropriate or desirable;

(y) **"Shareholders"** means the past and present holders of all issued and outstanding shares in the capital stock of the Applicant, Hollinger Inc., whether common or preferred, and including any warrants, options or other rights therein;

(z) **"Torys Settlement"** means the settlement reached among the Torys Settlement Parties pursuant to the Torys Settlement Agreement;

(aa) **"Torys Settlement Agreement"** means the Settlement Agreement dated March 26, 2010, among the Torys Settlement Parties, a redacted copy of which is attached as Exhibit "A" to the CRO Affidavit;

(bb) **"Torys Settlement Parties"** means Hollinger Inc., the Litigation Trustee, Torys LLP (Ontario) and Torys LLP (New York); and

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

MONITOR'S ROLE

2. **THIS COURT ORDERS AND DIRECTS** that the Monitor, in addition to its duties under the CCAA, the Initial Order and any other Orders in these proceedings, is hereby empowered to take such other actions and fulfill such other roles as are authorized by this Order and the CCAA and that, in taking such other actions and in fulfilling such other roles, the Monitor shall have the protections given to it in the Initial Order and this Order, including without limitation the protections provided in paragraph 11 of this Order.

CRO'S ROLE

3. **THIS COURT ORDERS AND DIRECTS** that the CRO, in addition to its prescribed rights and obligations under the Multi-Party Settlement Order and any other Orders in these proceedings, is hereby empowered to take such other actions and fulfill such other

roles as are authorized by this Order and that, in taking such other actions and fulfilling such other roles, the CRO shall have the protections given to it in the Multi-Party Settlement Order and this Order, including without limitation, the protections provided in paragraph 12 of this Order.

NOTICE

4. **THIS COURT ORDERS** that:

(a) as soon as practicable, but in any event no later than two (2) days following the making of this Order, the Monitor shall post a copy of the Settlement Document Package on its Website;

(b) as soon as practicable, but in any event no later than seven (7) days following the making of this Order, the Monitor, with the assistance of the CRO, shall send a copy of the Notice to each of the Creditors to the address provided in their proof of claim filed in accordance with the Claims Order or Non-Applicant Claims Order, as applicable;

(c) as soon as practicable, but in any event no later than seven (7) days following the making of this Order, the Monitor, with the assistance of the CRO shall send a copy of the Notice to each of the Defendants at their last known address, if any, according to the records of the Applicants;

(d) as soon as practicable, but in any event no later than seven (7) days following the making of this Order, the Monitor shall cause the Notice to be published in *The Globe and Mail* (National Edition) and the *Wall Street Journal*;

(e) the Applicants shall serve the Motion Record on the Service List by electronic service in a manner described in paragraph 10 herein;

5. **THIS COURT ORDERS** that service by the Applicants of the Motion Record on the Service List, by the Monitor of the Notice on the Creditors and the Defendants, posting of the Settlement Document Package on the Website and publication of the Notice in the manner set forth herein shall constitute good and sufficient service upon the Creditors, the Defendants, the Shareholders and all other affected Persons of notice of the Settlement Approval Motion, the Motion Record, the KPMG Settlement, the KPMG Settlement Agreement, the Torys Settlement, the Torys Settlement Agreement, the Settlement Approval Orders, this Order, the Notice of Appearance Bar Date and related deadlines and procedures set forth herein and that no other form of service or notice need be made by any of the Applicants, the CRO or the Monitor to any other Person and no other documents, or materials need be served on any Person in respect of the Settlement Approval Motion, except as provided in paragraph 10 of this Order.

6. **THIS COURT ORDERS** that the form and substance of each of the Notice and the Notice of Appearance, substantially in the forms as attached as Schedule "A" and "B", respectively, to this Order are hereby approved, subject to the Applicants, the CRO and the Monitor making such minor or non-material amendments to such forms as the Applicants, the CRO and the Monitor consider necessary or desirable.

NOTICE OF APPEARANCE BAR DATE

7. **THIS COURT ORDERS** that any Person intending to file a Notice of Appearance must do so by sending it to the Monitor, with a copy to the Monitor's counsel, Lenczner Slaght

Royce Smith Griffin LLP, so that such Notice of Appearance is received by the Monitor and its counsel on or before the Notice of Appearance Bar Date, as provided for by the terms of the Notice of Appearance.

8. **THIS COURT ORDERS** that, if a Notice of Appearance is sent to the Monitor, with a copy to its counsel, and such Notice of Appearance is received by the Monitor and its counsel on or before the Notice of Appearance Bar Date:

(a) the parties by so sending the Notice of Appearance may appear in person or through such party's own counsel at such party's own expense with respect to the Settlement Approval Motion;

(b) upon receipt of each Notice of Appearance, the Monitor shall send the submitting party a receipt acknowledging the filing of such Notice of Appearance;

(c) within two (2) days following the Notice of Appearance Bar Date, the Monitor shall, by way of a Monitor's Report or otherwise at the discretion of the Monitor, provide the Service List with a list of the Notices of Appearance received in accordance with this Order that have not been withdrawn; and

(d) the Monitor shall send copies of the Notices of Appearance received in accordance with this Order that have not been withdrawn to the Applicants and counsel for the KPMG Settlement Parties, counsel for the Torys Settlement Parties and counsel for the Indenture Trustees.

9. **THIS COURT ORDERS** that any Person that does not send a Notice of Appearance as provided for herein which is received by the Monitor and its counsel on or before the Notice of Appearance Bar Date:

(a) shall not be entitled to appear or be heard at the Settlement Approval Motion, or to receive any further notice of, or materials or documentation relating to, arising out of, or in conjunction with, the Settlement Approval Motion;

(b) shall be bound by the terms of the Settlement Approval Orders and all other related Orders as may be subsequently made in these proceedings; and

(c) shall be forever barred and enjoined from making any objection or opposition to, disputing in any manner whatsoever or appealing or moving to set aside or vary the Settlement Approval Orders, the KPMG Settlement, the KPMG Settlement Agreement, the Torys Settlement, the Torys Settlement Agreement or any other documents, Orders or proceedings with respect to, arising out of, or in connection with the Settlement Approval Motion, the Settlement Approval Orders, the KPMG Settlement, the KPMG Settlement Agreement, the Torys Settlement and the Torys Settlement Agreement.

10. **THIS COURT ORDERS** that the Applicants shall be required to serve the motion materials relating to the Settlement Approval Motion on the Service List on or before November 26, 2010 and shall be required to serve the motion materials relating to the Settlement Approval Motion on any Person who has filed a Notice of Appearance as provided for herein which was received by the Monitor and its counsel on or before the Notice of Appearance Bar Date, unless such Person has withdrawn the Notice of Appearance, within two days of receipt of the Notice of Appearance and in any event on or before December 3, 2010.

PROTECTIONS FOR THE MONITOR AND CRO

11. **THIS COURT ORDERS** that (i) in carrying out the terms of this Order, the Monitor shall have all of the protections provided for it by the CCAA and the Initial Order or as an officer of this Court, including the stay of proceedings in its favour, (ii) the Monitor shall incur no liability or obligation as a result of the carrying out of its duties under this Order, (iii) the Monitor shall be entitled to rely on the books and records of the Applicants, the Proof of Claim filed in accordance with the Claims Order, and any other information provided by the Applicants, all without independent investigation, and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records, Proofs of Claim or information.

12. **THIS COURT ORDERS** that (i) in carrying out the terms of this Order, the CRO shall have all the protections provided for it by the Multi-Party Settlement Order, (ii) the CRO shall incur no liability or obligation as a result of assisting the Monitor in the carrying out of the provisions of this Order, (iii) the CRO shall be entitled to rely on the books and records of the Applicants, the Proofs of Claim filed in accordance with the Claims Order and any other information provided by the Applicants, all without independent investigation, and (iv) the CRO shall not be liable for any claims or damages resulting from any errors or omissions in such books, records, Proofs of Claim or information.

DIRECTIONS

13. **THIS COURT ORDERS** that any Applicant, the CRO or the Monitor may, at any time, and with such notice to the KPMG Settlement Parties, the Torys Settlement Parties, the Indenture Trustees or other Persons as this Court may require, seek directions from the

Court with respect to this Order and the process set out herein, including the forms attached as Schedules hereto.

SERVICE AND NOTICE

14. **THIS COURT ORDERS** that the Monitor, the CRO or the Applicants, as the case may be, are at liberty to deliver the Notice and any letters, notices or other documents to interested Persons by forwarding true copies thereof by pre-paid ordinary mail, courier, personal delivery or electronic or digital transmission. Any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next business day following the date sent or, if sent by pre-paid ordinary mail, on the fourth business day after mailing.

15. **THIS COURT ORDERS** that the Notice of Appearance to be given under this Order by any Person to the Monitor shall be in writing in substantially the form provided for in this Order and will be sufficiently given only if given by pre-paid ordinary mail, courier, personal delivery or electronic or digital transmission and addressed to and received by:

Ernst & Young Inc.
Court-appointed Monitor of Hollinger Inc. and others
222 Bay Street
Toronto, ON M5K 1J7

Attention: Christopher Mediratta
Email: christopher.mediratta@ca.ey.com
Fax: (416) 943-3300

With a copy to:

Lenczner Slaght Royce Smith Griffin LLP
Lawyers for the Monitor of Hollinger Inc. and others
130 Adelaide Street West, Suite 2600
Toronto, Ontario M5H 3P5

Attention: Peter Griffin

Email: pgriffin@litigate.com
Fax: 416-865-9010

Any such notice or other communication by any Person shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day.

TIMETABLE FOR SETTLEMENT APPROVAL MOTION

16. **THIS COURT ORDERS** that a 9:30 a.m. Scheduling Hearing shall be held on December 6, 2010 to set a date for the Settlement Approval Motion and establish a timetable for the exchange of materials prior to the Settlement Approval Motion.

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

NOV 12 2010

PER / PAR:

SCHEDULE "A"

(NOTICE FORM ATTACHED)

NOTICE CONCERNING HOLLINGER INC., 4322525 CANADA INC. AND SUGRA LIMITED (hereinafter collectively referred to as the "Applicants")

RE: NOTICE OF SETTLEMENT OF CLAIMS AND CAUSES OF ACTIONS IN FAVOUR OF THE APPLICANTS INVOLVING KPMG LLP CANADA (THE "KPMG SETTLEMENT"), TORYS LLP (ONTARIO) AND TORYS LLP (NEW YORK) (THE "TORYS SETTLEMENT"), AND NOTICE OF A BAR DATE RELATING TO THE KPMG SETTLEMENT AND THE TORYS SETTLEMENT AND AN ORDER APPROVING THESE SETTLEMENTS

The Applicants and the Court-appointed Litigation Trustee have entered into two settlement agreements (collectively, the "Settlements") in respect of which Court Orders will be sought.

The KPMG Settlement Agreement settles all claims and causes of action advanced by Hollinger Inc. on its own behalf and on behalf of all other CCAA applicants and their subsidiaries other than Chicago Newspaper Liquidation Corp. (formerly known as Sun-Times Media Group) and its subsidiaries. In return for payment by KPMG of the settlement amount and withdrawal of KPMG's claims against the Applicants, Hollinger is seeking a Court ordered release in favour of KPMG LLP Canada, KPMG LLP (U.S.), all other member firms of KPMG International and their related or affiliated entities and their respective past, present and future partners, officers, directors, employees, servants, agents, assigns, insurers and counsel (collectively, the "KPMG Releasees"). The intent of the release is to eliminate any basis for any direct or indirect claim by any Person against the KPMG Releasees in any way relating to the subject matter of the KPMG Settlement, save and except claims based on a final judgment that a plaintiff suffered damages or, if under civil law, prejudice as a direct result of the plaintiff's reliance on express fraudulent misrepresentation made by any or all of the KPMG Releasees or their agents when any or all the KPMG Releasees had actual knowledge that the misrepresentation was false.

The Torys Settlement Agreement settles all claims and causes of action advanced by Hollinger Inc. on its own behalf and on behalf of all other CCAA applicants and their subsidiaries other than Chicago Newspaper Liquidation Corp. (formerly known as Sun-Times Media Group) and its subsidiaries. In return for payment by Torys of the settlement amount and Torys agreement that it will not file any claims against the estates of any of the Applicants, Hollinger is seeking a Court ordered release in favour of Torys and its past, present and future partners, employees, directors, officers, affiliates, agents, advisors, insurers and their predecessors, successors and assigns (collectively, the "Torys Releasees"). The intent of the release is to eliminate any basis for any direct or indirect claim by any Person against the Torys Releasees in any way relating to the subject matter of the Torys Settlement, save and except claims based on a final judgment that a plaintiff suffered damages or, if under civil law, prejudice as a direct result of the plaintiff's reliance on express fraudulent misrepresentation made by any or all of the Torys Releasees or their agents when any or all the Torys Releasees had actual knowledge that the misrepresentations was false.

The Settlements and the Settlement Approval Orders sought contain terms and provisions that may compromise, limit or release certain of your rights. Please consult the Settlement Document Package for more details at the Monitor's website www.ey.com/ca/hollinger.

This Notice is being published pursuant to an Order of the Superior Court of Justice (the "Court") made November 12, 2010 (the "Service and Notice Procedure Order"). This Notice has been approved by the Court pursuant to the Service and Notice Procedure Order. A copy of this Notice will be sent to Creditors and Defendants (as defined in the Service and Notice Procedure Order) on or before November 19, 2010 in accordance with the Service and Notice Procedure Order. Persons may obtain a Settlement Document Package, including the forms of the Settlement Approval Orders, further details of the KPMG Settlement Agreement and the Torys Settlement Agreement and a form of Notice of Appearance (the "Notice of Appearance"), from the Monitor's website at www.ey.com/ca/hollinger.

A motion for approval and implementation of the Settlements including for the barring and release of certain claims (the "Settlement Approval Motion") is to be heard on a date to be set by the Court at a 9:30 a.m. Scheduling Hearing on December 6, 2010. If you wish to attend and be heard at the Settlement Approval Motion, a Notice of Appearance must be submitted by pre-paid ordinary mail, courier, email or fax to the Monitor and its counsel, Lenczner Slaght Royce Smith Griffin LLP, at the following addresses:

Ernst & Young Inc.
Court-appointed Monitor of Hollinger Inc. and others
222 Bay Street
Toronto, ON M5K 1J7

Attention: Christopher Mediratta
Email: christopher.mediratta@ca.ey.com
Fax: (416) 943-3300

Lenczner Slaght Royce Smith Griffin LLP
Lawyers for the Monitor of Hollinger Inc. and others
130 Adelaide Street West, Suite 2600
Toronto, Ontario M5H 3P5

Attention: Peter Griffin
Matthew Lerner
Email: pgriffin@litigate.com
mlerner@litigate.com
Fax: 416-865-9010

All Notices of Appearance must be received by the Monitor and its counsel by noon (EST) on December 3, 2010 (the "Notice of Appearance Bar Date"). It is your responsibility to ensure that the Monitor and its counsel receive your Notice of Appearance by the Notice of Appearance Bar Date if you wish to appear and be heard. If you file a Notice of Appearance by the Notice of Appearance Bar Date you must be represented in person or through legal counsel at your own expense with respect to the Settlement Approval Motion and any other proceedings regarding the Settlements in which you wish to participate.

PERSONS WILL BE BOUND BY ALL TERMS OF THE SETTLEMENT APPROVAL ORDERS AND WILL BE BARRED AND ENJOINED FROM OBJECTING TO, DISPUTING IN ANY MANNER WHATSOEVER, APPEALING OR MOVING TO SET ASIDE OR VARY THE SETTLEMENTS OR THE SETTLEMENT APPROVAL

ORDERS IF A NOTICE OF APPEARANCE IS NOT RECEIVED BY THE MONITOR AND ITS COUNSEL ON OR BEFORE THE NOTICE OF APPEARANCE BAR DATE AND SUCH PERSON DOES NOT ATTEND IN PERSON OR BY LEGAL COUNSEL AT THE SETTLEMENT APPROVAL MOTION TO BE HEARD ON A DATE TO BE SET BY THE COURT AT A 9:30 A.M. SCHEDULING HEARING ON DECEMBER 6, 2010 AT THE COURTHOUSE, 8TH FLOOR, 330 UNIVERSITY AVENUE, TORONTO, ONTARIO.

DATED at Toronto this ► day of ►, 2010.

SCHEDULE "B"

(NOTICE OF APPEARANCE FORM ATTACHED)

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

NOTICE OF APPEARANCE

TO: ERNST & YOUNG INC.
Court-appointed Monitor of Hollinger Inc, and others
222 Bay Street
Toronto, Ontario
Canada M5K 1J7

Attention: Christopher Mediratta
Phone: **1-888-788-9099**
Email: christopher.mediratta@ca.ey.com
Fax: (416) 943-3300

AND TO: LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP
Lawyers for the Monitor of Hollinger Inc. and others
130 Adelaide Street West
Suite 2600
Toronto, Ontario
Canada M5H 3P5

Attention: Peter Griffin
Matthew Lerner
Email: pgriffin@litigate.com
mlerner@litigate.com
Fax: (416) 865-9010

I, ____________________________(please check at least on of the following boxes as applicable: (insert name)

- ☐ am a Creditor of the Applicants or the Non-Applicants;
- ☐ am an officer of a Creditor.
- ☐ am a current or former Shareholder of Hollinger Inc.;
- ☐ am a Defendant; or
- ☐ am another affected Person;

Under the Order of Mr. Justice Campbell dated ►, 2010, Persons who wish to appear and be heard on the motion to be scheduled at a 9:30 a.m. Scheduling Hearing on December 6, 2010 (the "Settlement Approval Motion") to approve the settlements described in the Notice sent to such parties (the "Settlements") may do so by filing this Notice of Appearance with the Monitor and Lenczner Slaght Royce Smith Griffin LLP by way of fax/email/regular mail/courier provided that such Notice of Appearance is received by the Monitor and its counsel on or before noon (EST) on December 3, 2010.

I hereby notify the Monitor that: (a) I intend to appear at the Settlement Approval Motion; and (b) I will appear in person or through my own counsel at my own expense at the Settlement Approval Motion and to the extent I wish to appear in any other proceedings relating to the Settlements.

Failure to file a Notice of Appearance with the Monitor and its counsel on or before noon (EST) on December 3. 2010 will result in you being bound by all terms of the Settlement Approval Orders and in you being forever barred and enjoined from objecting to, opposing, disputing in any manner whatsoever, appealing or moving to set aside or vary the Settlements and the Settlement Approval Orders.

______________________	______________________
Date	Signature
My contact information for service is as follows:	My lawyer's address for service is as follows:
______________________	______________________
______________________	______________________
______________________	______________________
(please insert an email address for service or a street address if you do not have an email address)	(please complete the above information for the lawyer, if any, you have retained to represent you at the Settlement Approval Motion)

My contact phone number is as follows:

____

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**

SERVICE AND NOTICE PROCEDURE ORDER
(NOVEMBER 12, 2010)

Thornton Grout Finnigan LLP
Barristers and Solicitors
Suite 3200, P.O. Box 329
Canadian Pacific Tower
Toronto-Dominion Centre
Toronto, ON M5K 1K7

Robert I. Thornton (LSUC# 24266B)
Kyla E.M. Mahar (LSUC# 44182G)
Tel: 416-304-1616
Fax: 416-304-1313

Solicitors for the Applicants and the Non-Applicants

TAB C

EXHIBIT C

This is Exhibit C, referred to in the Affidavit

of William E. Aziz, sworn before me this

16th day of April, 2012.

A Commissioner for taking Affidavits, etc.

M. KEENBERG

Court File No. 07-CL-7120

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	Thursday, **the** 8 **th DAY**
	)	
MR. JUSTICE CAMPBELL	)	**OF** December **, 2011**

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

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

Applicants

ORDER
(Re: Outside Directors' Notice, Sealing and Confidentiality Agreement Approval Order)

THIS MOTION made by the Applicants for an Order (i) sealing confidential references in the settlement agreement among Hollinger Inc. ("**Hollinger**"), the Litigation Trustee of the Applicants, and Maureen Sabia, Allan Gotlieb, Fredrik Eaton and Henry Ketcham III (the "**Outside Directors**") dated May 18, 2011 (the "**Outside Directors' Settlement Agreement**") attached as Exhibit B to the Affidavit of William E. Aziz sworn on November 7, 2011 (the "**CRO Affidavit**"); (ii) approving the form of confidentiality agreement attached hereto as Schedule "A" (the "**Confidentiality Agreement**") to be entered into between Hollinger, the Outside Directors (the "**Settling Parties**") and such Responding Parties who agree to be bound by the terms of the Confidentiality Agreement (the "**Contractually Bound Responding Parties**") which will govern the disclosure of the redacted portions of the Outside Directors'

Settlement Agreement; and (iii) providing for notice of this motion and any other motions relating to the Outside Directors' Settlement Agreement, was heard on December 8, 2011 at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Applicants dated November 7, 2011, and on hearing the submissions of counsel for the Applicants, the Outside Directors and such other counsel as were present, and on being advised that the Service List including all Persons who filed Notices of Appearance in accordance with the Service and Notice Procedure Order dated November 12, 2010 were served electronically with the Applicants' motion materials:

SERVICE AND NOTICE

1. **THIS COURT ORDERS** that the defined terms in this section of the Order adopt the definitions found in this Court's Service and Notice Procedure Order of November 12, 2010 (the "**November 12, 2010 Order**"), except where otherwise noted.

2. **THIS COURT ORDERS** that service of this motion and any other motions, orders or materials relating to the Outside Directors' Settlement Agreement upon the updated Service List (which includes all Persons who have provided a Notice of Appearance in accordance with the November 12, 2010 Order and all Defendants) in accordance with paragraph 6 below shall constitute good and sufficient notice and service upon the Creditors, Defendants, Shareholders and all other affected Persons of the Outside Directors' Settlement Agreement, the Outside Directors' Settlement Agreement approval hearing **(the "Approval Hearing")**, and all related motions and Orders, and that no form of service or notice is required to be provided by any of the Applicants, CRO or the

Monitor to any other Person and no other documents or materials need be served on any Person in respect of the Approval Hearing.

3. **THIS COURT ORDERS** that any Person who filed a Notice of Appearance in accordance with the November 12, 2010 Order is entitled to participate in the Approval Hearing and all motions related thereto.

4. **THIS COURT ORDERS** that any Person who did not file a Notice of Appearance in accordance with the November 12, 2010 Order:

   a) shall not be entitled to appear or be heard at the Approval Hearing or any related motions, or to receive any notice of, or materials or documentation relating to, arising out of, or in conjunction with, the Approval Hearing or related motions;

   b) shall be bound by the terms of any order issued in relation to the Approval Hearing or any related motions; and

   c) shall be forever barred and enjoined from making any objection or opposition to, disputing in any manner whatsoever or appealing or moving to set aside or vary the Outside Directors' Settlement Agreement, any order issued in relation to the Approval Hearing, or any other documents, Orders or proceedings with respect to, arising out of, or in connection with the Outside Directors' Settlement Agreement or the Approval Hearing.

5. **THIS COURT ORDERS** that the Monitor and CRO shall have the same protections as those afforded to them in paragraphs 11 and 12, respectively, of the November 12, 2010 Order.

6. **THIS COURT ORDERS** that service pursuant to this Order may be made by forwarding true copies by pre-paid ordinary mail, courier, personal delivery or electronic or digital transmission. Any service by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next business day following the date sent, or if sent by pre-paid ordinary mail, on the fourth business day after mailing.

SEALING ORDER

7. **THIS COURT ORDERS** that the settlement amount set out in the Outside Directors' Settlement Agreement (the "**Settlement Amount**") be and is hereby sealed from the public record until the Outside Directors' Settlement Agreement is approved and all appeals are resolved in favour of Hollinger and the Outside Directors in which case the Settlement Amount shall be deemed to have entered the public domain such that its disclosure shall not constitute a breach of the Confidentiality Agreement, or if the Settlement is not approved, until further order of this Court.

8. **THIS COURTS ORDERS** that the redacted version of the CRO Affidavit dated November 7, 2011 shall be placed on the public record and served on the parties to the motion pursuant to which the Applicants seek court approval of the Outside Directors' Settlement Agreement, and the unredacted version of the CRO Affidavit shall be filed with the Court under seal from the public record in accordance with paragraph 7 of this Order.

APPROVAL OF CONFIDENTIALITY AGREEMENT

9. **THIS COURT ORDERS AND DECLARES** that the redacted portion of the Outside Directors' Settlement Agreement may be disclosed to the Contractually Bound Responding Parties on the condition that those Parties agree to be bound by the terms of and validly execute the Confidentiality Agreement attached hereto as Schedule "A".

10. **THIS COURT ORDERS AND DECLARES** that the terms of the Confidentiality Agreement are incorporated herein by reference and that each of the signatories to the Confidentiality Agreement are hereby bound by the terms of the Confidentiality Agreement.

11. **THIS COURT ORDERS AND DECLARES** that any breach of the Confidentiality Agreement shall constitute a breach of this Order.

VARIANCE AND AMENDMENT

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

RECOGNITION AND ENFORCEMENT

13. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to

give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

A. Anissimova
Registrar

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

DEC 0 8 2011

PER/PAR:

Schedule "A"

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "**Agreement**") is entered into as of March 2011, between Hollinger Inc. ("**Hollinger**"), the Honourable John D. Ground Q.C., as Litigation Trustee of Hollinger (the "**Litigation Trustee**"), Maureen Sabia, Allan Gotlieb, Fredrik Eaton and Henry Ketcham III (collectively the "**Outside Directors**") and such of the various parties who have filed Notices of Appearance in accordance with the Service and Notice Procedure Order issued by the Ontario Superior Court of Justice (Commercial List) ("**Ontario Court**") dated November 12, 2010 who agree to be bound by the terms of this Agreement (collectively "**Responding Parties**", individually "**Responding Party**") and who intend to respond to Hollinger's pending motion (the "**Settlement Approval Motion**") before the Ontario Court for approval of the Release and Settlement Agreement entered into between the Outside Directors, Hollinger and the Litigation Trustee dated May 18, 2011 (the "**Outside Directors' Settlement Agreement**") which Hollinger and the Litigation Trustee support and is subject to an Order of the Ontario Court approving this Agreement substantially in the form of the Order attached as **Schedule "A"** to this Agreement ("**Confidentiality Agreement Approval Order**");

WHEREAS the Settlement Amount as defined in the Outside Directors' Settlement Agreement (the "**Outside Directors' Settlement Amount**") has been redacted from the copy of the Outside Directors' Settlement Agreement attached as **Exhibit B** to the Affidavit of William E. Aziz, Hollinger's Chief Restructuring Officer, sworn November 7, 2011, filed by Hollinger in support of the Settlement Approval Motion;

WHEREAS certain of the Responding Parties have advised counsel for Hollinger that they require disclosure of the Outside Directors' Settlement Amount in order to respond to the Settlement Approval Motion;

WHEREAS the Responding Parties expressly represent that they will maintain the confidentiality of the Outside Directors' Settlement Amount and agree that other than as permitted by paragraph 1 below, they will not make any use whatsoever of the Outside Directors' Settlement Amount;

WHEREAS in consideration of the Responding Parties' agreement to maintain the confidentiality of the Outside Directors' Settlement Amount, Hollinger, the Litigation Trustee and the Outside Directors have agreed to the disclosure to the Responding Parties of the Outside Directors' Settlement Amount for the sole purpose of enabling the Responding Parties to respond to the Settlement Approval Motion and for no other or collateral purpose, subject to the terms and conditions of this Agreement and the Confidentiality Agreement Approval Order;

NOW THEREFORE in consideration of the premises and covenants contained herein, the parties hereto hereby agree as follows:

1. The Litigation Trustee and Hollinger shall be authorized to disclose the Outside Directors' Settlement Amount to the Responding Parties for the sole purpose of enabling the Responding Parties to respond to the Settlement Approval Motion subject to the following limitations and restrictions:

(a) The Responding Parties acknowledge that they have a duty to maintain the confidentiality of the Outside Directors' Settlement Amount and agree to maintain the confidentiality of the Outside Directors' Settlement Amount, sharing such information only with their respective counsel on a confidential basis and with no one else;

(b) the Responding Parties shall be entitled to use the term "Outside Directors' Settlement Amount" in any written or oral submissions with the Ontario Court relating to the pending Settlement Approval Motion;

(c) the Responding Parties shall be expressly prohibited from referring to or otherwise suggesting the actual amount of money comprising the Outside Directors' Settlement Amount in any written or oral submissions with the Ontario Court relating to the pending Settlement Approval Motion or from making any other use whatsoever of the Outside Directors' Settlement Amount or the actual amount of money comprising Outside Directors' Settlement Amount until such time as the Settlement Approval Motion is approved by order of the Ontario Court and such order has become final, not subject to any outstanding appeals;

(d) the Responding Parties each expressly acknowledge and agree that a breach of this Agreement by a Responding Party or Responding Parties shall also constitute a breach of the Confidentiality Agreement Approval Order and that such breach may result in:

(i) the Responding Party, or the Responding Parties, being held in contempt of court and subject to sanction by the Ontario Court;

(ii) subject to obtaining an order of the Ontario Court so providing, the deemed withdrawal, release and forfeiture of any claim that a Responding Party may have filed with Ernst & Young Inc. the Court-appointed monitor of Hollinger (the **"Monitor"**) against or in respect of the applicants in Ontario Court file 07-CL-7120 (the **"Applicants"**), and including the release and forfeiture of any other claims, counterclaims or third party claims that might have been filed against or in respect of the Applicants, such claims having been barred by the Claims Bar Order, dated May 21, 2008; and

(iii) such further and other relief as the Ontario Court may consider just.

2. The Litigation Trustee, Hollinger, the Outside Directors and the Responding Parties hereby acknowledge and agree that any party receiving confidential information under the terms of this Agreement may make unrestricted use of the confidential information once it enters the public domain otherwise than through a breach of this Agreement, and that such use of the confidential information will not constitute a breach of this Agreement. The Litigation Trustee, Hollinger and the Outside Directors may make unrestricted use of the confidential information once it enters the public domain, otherwise than through a breach of this Agreement, and such use of the confidential information will not constitute a breach of this Agreement.

3. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing in a document that specifically refers to this Agreement and such document is signed by all parties to this Agreement.

4. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. This Agreement shall enure to the benefit of and be binding upon each of the parties to this Agreement and their respective successors and permitted assigns.

5. This Agreement may be executed in any number of counterparts, each of which when executed and delivered, including any counterpart executed by a party and transmitted to the other parties by e-mail or facsimile transmission, is an original, and all of which when taken together constitute one and the same Agreement.

6. This Agreement shall be effective and binding on the parties hereto on the date the last party executes and delivers the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Date:______________________

HOLLINGER INC. for itself and on behalf of all other
CCAA Applicants and their subsidiaries other than
Sun Times Media Group, Inc., and its subsidiaries

Per: ______________________
Name: **William E. Aziz**
Title: **Chief Restructuring Officer**

I have the authority to bind the **Corporation.**

Date: ______________________

____
The Honourable John D. Ground
(retired justice)
Litigation Trustee of Hollinger Inc.

Date: ______________________ ______________________________

Maureen Sabia

Date: ______________________ ______________________________

Allan Gotlieb

Date: ______________________ ______________________________

Fredrik Eaton

Date: ______________________ ______________________________

Henry Ketcham III

RESPONDING PARTY

____

By: ______________________________
Signature

____
Print Name

____
Title

(an authorized signing officer)

RESPONDING PARTY

____

By: ______________________________
Signature

Print Name

Title

(an authorized signing 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)

Proceedings commenced at **Toronto**

ORDER
(Re: Outside Directors' Notice, Sealing and Confidentiality Agreement Approval Order)

Thornton Grout Finnigan LLP
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Solicitors for the Applicants

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

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at **Toronto**

AFFIDAVIT OF WILLIAM E. AZIZ
(Sworn April 16, 2012)

Thornton Grout Finnigan LLP
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Solicitors for the Applicants and the Non-Applicants

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**

MOTION RECORD
(*Settlement Approval re: CIBC and the Estate of Donald Fullerton*, returnable April 19 and 20, 2012)

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