

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

THE HONOURABLE) _____ the _____ th
)
MR. JUSTICE CAMPBELL) **DAY OF** _____, 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

**ORDER
(Torys Settlement Approval)**

THIS MOTION brought by the Applicants for an Order approving the release and settlement agreement between Hollinger Inc. and Torys LLP (Ontario) and Torys LLP (New York) (together, "**Torys**") dated March 26, 2010 (the "**Torys Release and Settlement Agreement**") and for Orders releasing and barring claims against the released parties (the "**Torys 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 ►, 2010, and on hearing the submissions of counsel for the Applicants, Torys LLP and ►,

1. **THIS COURT ORDERS AND DECLARES** that the Service Protocol Order, dated ► , 2010, respecting the service protocol for this motion has been complied with.

Approval of the Torys Release and Settlement Agreement

2. **THIS COURT ORDERS** that the Torys Release and Settlement Agreement is hereby approved in its entirety and that Hollinger Inc. is hereby bound by this Order and by the Torys Release and Settlement Agreement and are authorized and directed to comply with its obligations thereunder.
3. **THIS COURT DECLARES** that the compromises, arrangements, exculpations, releases, discharges and injunctions contemplated in the Torys Release and Settlement Agreement and in this Settlement Approval Order and, in particular, those granted by and for the benefit of the Torys Releasees, are integral components of the settlement between Hollinger Inc. and Torys and the Torys Release and Settlement Agreement and are necessary for, and vital to, the success of the settlement between Hollinger Inc. and Torys and that, effective on the release of this Settlement Approval Order, all such compromises, arrangements, exculpations, releases, discharges and injunctions as set out in the Torys Release and Settlement Agreement and this Settlement Approval Order are hereby sanctioned and approved in accordance with and subject to their respective terms and conditions.

Release by Hollinger

4. **THIS COURT ORDERS AND DECLARES** that each of the Applicants and their past, present and future subsidiaries and divisions including, without limitation, (a) 4322525 Canada Inc., Sugra Limited, Domgroup Ltd. and 10 Toronto Street Ltd. (but not including

the Sun Times Media Group, Inc. and its subsidiaries (collectively, “**STMG**”), (b) all partnerships in which any of the Applicants or any subsidiary thereof is the general partner and any corporation owned by such partnership, (c) in respect of each of the foregoing, their respective current officers, directors, employees, servants, agents, assigns, successors, heirs, administrators, insurers, and (d) 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 individual or entity referred to in (a) to (c), ((a) to (d) collectively, “**Hollinger**”) does hereby irrevocably and unconditionally fully and finally release, remise, acquit and forever discharge, without qualification or limitation, Torys and its past, present and future partners, employees, directors, officers, affiliates, agents, advisors, insurers and reinsurers, and their predecessors, successors and assigns (collectively, the “**Torys Releasees**”) separately and jointly, of and from all rights, interests, obligations, debts, dues, sums of money, accounts, reckonings, damages, claims, actions, allegations, causes of action, counterclaims or demands whatsoever, whether known or unknown, in law or equity, of whatever kind or character, suspected, fixed or contingent, that have been, that could be, or that could have been asserted by Hollinger through to and including the date hereof (including, without limitation, any claim for contribution, indemnification, reimbursement or any other form of claim over related to the subject matter of the Settled Torys Claims (as defined below) that could be asserted on or after the date hereof by Hollinger based on events occurring prior to and through the date hereof) against the Torys Releasees concerning: (i) Torys’ representation of and provision of professional services to Hollinger; (ii) any allegations of injury to Hollinger caused by or contributed by the Torys Releasees or any of them; and (iii) any and all other claims that Hollinger ever had or may have had

against the Torys Releasees or any of them, including, without limitation, all claims raised or which could have been raised in the Intended Action, as defined in the Torys Release and Settlement Agreement (collectively, the “**Settled Torys Claims**”).

Third Party Releases

5. **THIS COURT ORDERS AND DECLARES** that all former and present shareholders, former officers and directors, and all creditors, parents, subsidiaries (but not including STMG), and affiliates of Hollinger and any other Person (collectively, the “**Third Party Releasors**”) hereby release, remise, acquit and forever discharge, without qualification or limitation, the Torys 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 relating to the subject matter of the Settled Torys Claims or to Hollinger (the “**Third Party Claims**”), including, without limitation, all claims for contribution, indemnification, reimbursement or other form of claim over against the Torys Releasees for any liability by a Third Party Releasor to Hollinger (the “**Third Party Contribution Claims**”).

Restriction

6. **THIS COURT ORDERS AND DECLARES** that notwithstanding the foregoing, the releases provided for in paragraph 5 do not apply to a claim based on a final judgment that a plaintiff suffered damages, or if civil law applies to such claim, prejudice, as a direct result and solely as a result of such plaintiff’s reliance on express fraudulent misrepresentations

made by Torys or its agents, if Torys had actual knowledge that the misrepresentations were false. The restriction set out in this paragraph does not apply to Third Party Contribution Claims.

Bar Orders

7. **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 actions, 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 Torys Releasees or any of them in any way relating to or otherwise connected with the subject matter of the Settled Torys Claims or to Hollinger.
8. **THIS COURT ORDERS AND DECLARES** that each and every Third Party Releasor is hereby permanently and forever barred, estopped, stayed and enjoined, as of the date of this Order, 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 Torys Releasees or their property in respect of any claims relating in any way to the Settled Torys Claims; or (ii) taking any action to interfere with the implementation and consummation of the Torys Release and Settlement Agreement. The bar order set out in paragraph 8(i) does not apply to the orders issued by the Ontario Superior Court of Justice in *Drover et. al. v. Argus et. al.* (Court File No. CV-09-0037034-CP) and by the Saskatchewan

Court of Queens Bench in *Bethel et. al. v. Conrad Black et. al.* (QBG No. 1492 of 2004) approving the settlement of those class actions.

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

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

Court File No: 07-CL-7120

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER
(Torys Settlement Approval)**

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