

**THE 1986 RETIREMENT PLAN FOR THE UNIONIZED EMPLOYEES OF
LONDON FREE PRESS, A DIVISION OF SUN MEDIA CORPORATION
(HEREIN THE "PENSION PLAN")**

AMENDMENT EFFECTIVE JANUARY 1, 2008

WHEREAS it is the responsibility of Quebecor Media Inc's Audit Committee (hereinafter referred to as the ("Committee")) to oversee the pension plans of Quebecor Media Inc. and its subsidiaries;

WHEREAS under the terms of a written resolution of Quebecor Media Inc's Committee, the Vice-president and Chief Financial Officer of Quebecor Media Inc. is duly authorized to approve certain amendments to the Pension Plan and to sign any document related to those amendments ;

WHEREAS agreements have been concluded on June 13, 2007 and August 10, 2007 between Sun Media Corporation and The Communications, Energy and Paperworkers' Union of Canada Local 87-M, Southern Ontario Newsmedia Guild (herein the "Guild") with respect to The Ottawa Sun Editorial Unionized Employees and The Toronto Sun Prepress Unionized Employees in order to provide that The 1986 Retirement Plan for the Unionized Employees of London Free Press, a division of Sun Media Corporation (herein the "Pension Plan") will be the only option for current bargaining unit employees who would like to switch participation from their current pension plan and for new and current bargaining unit employees not enrolled in a pension plan with effect on January 1, 2008;

WHEREAS the Pension Plan being only opened to unionized employees with The London Free Press Editorial Unit and The London Free Press General Unit, the Pension Plan will have to be amended accordingly to open the eligibility to The Ottawa Sun Editorial Unionized Employees and The Toronto Sun Prepress Unionized Employees with effect on January 1, 2008;

WHEREAS according to Article 20 of the collective agreement with the Guild, there shall be no amendments to the Pension Plan without the agreement of the Guild;

WHEREAS the Guild has provided its agreement to amend the Pension Plan accordingly and also, to reflect the changes in name of the Pension Plan, in the employer for Sun Media Corporation and in the maximum deferral age further to the 2007 Federal budget, in accordance with the letter of agreement duly signed by on November 15, 2007;

WHEREAS the Pension Plan must be amended to allow the bargaining unit members in Ottawa and Toronto, represented by the Communications, Energy and Paperworkers Union of Canada Local 87-M, Southern Ontario Newsmedia guild ("SONG"), to be eligible to join the Pension Plan in accordance with the agreements dated June 13, 2007 and August 10, 2007 between Sun Media Corporation and SONG representing the bargaining unit members in Ottawa and Toronto and to make the other changes to the Pension Plan;

THEREFORE BE IT RESOLVED THAT:

A. The **Pension Plan** be and it is hereby amended, with effect from January 1, 2008, by replacing its name for the
« Retirement Plan for the Unionized Employees of Sun Media Corporation ».

B. The **Pension Plan** be and it is hereby amended, with effect from January 1, 2008, by adding Section 1.09 as follows:

1.09 Agreements have been concluded on June 13, 2007 and August 10, 2007 between Sun Media Corporation and the Bargaining Unit with respect to The Ottawa Sun Editorial Unionized Employees and The Toronto Sun Prepress Unionized Employees in order to provide that the Plan is the only option for current Bargaining Unit employees who would like to switch participation from their current pension plan and for new and current Bargaining Unit employees not enrolled in a pension plan and who would like to join a pension plan.

Since the Plan is only opened to The London Free Press Editorial Unit and The London Free Press General Unit, the Plan is amended accordingly, with effect from January 1, 2008 to open the eligibility to The Ottawa Sun Editorial Unionized Employees and The Toronto Sun Prepress Unionized Employees.

In addition, the Plan is also amended to reflect changes in the name of the Plan, in the employer for Sun Media Corporation and in the maximum deferral age further to the 2007 Federal budget.

C. The **Pension Plan** be and it is hereby amended, with effect from January 1, 2008 by adding Section 2.04.1 as follows:

2.04.1 ***Bargaining Unit*** shall mean The Communications, Energy and Paperworkers' Union of Canada Local 87-M, Southern Ontario Newsmedia Guild.

D. The **Pension Plan** be and it is hereby amended, with effect from January 1, 2008 by adding the following paragraph to Section 2.11:

On January 1, 2008, employees represented by the Bargaining Unit who are eligible to participate in the Plan are the following:

- The Ottawa Sun Editorial Unionized Employees
- The Toronto Sun Prepress Unionized Employees
- The London Free Press Editorial Unit
- The London Free Press General Unit

E. The Pension Plan be and it is hereby amended, with effect from January 1, 2008, by replacing Section 2.12 by the following:

2.12 **Employer** shall mean prior to January 1, 2008 London Free Press, a division of Sun Media Corporation, and on and after January 1, 2008 Sun Media Corporation.

F. The Pension Plan be and it is hereby amended, with effect from January 1, 2008, by replacing Section 2.23 by the following:

2.23 **Plan** shall mean the Retirement Plan for the Unionized Employees of Sun Media Corporation.

G. The Pension Plan be and it is hereby amended, with effect from January 1, 2008, by adding Section 3.06.1 as follows:

3.06.1 Each Employee represented by The Ottawa Sun Editorial Unionized Employees or The Toronto Sun Prepress Unionized Employees, as the case may be, who is hired by the Employer on or after January 1, 2007, may elect to become a Member of the Plan on January 1st of the year following completion of one year of Service.

Moreover, each Employee represented by The Ottawa Sun Editorial Unionized Employees or The Toronto Sun Prepress Unionized Employees, as the case may be, on December 31, 2007, may become a Member of the Plan on January 1, 2008 or on January 1st of each year thereafter.

H. The Pension Plan be and it is hereby amended, with effect from January 1, 2008, by replacing Section 7.01 by the following:

7.01 A Member may, with the consent of the Employer, continue in active Service after his Normal Retirement Date. A Member who continues in active Service following his Normal Retirement Date shall be required to continue making contributions to the Plan in accordance with Section 4. Pension accrual shall continue under the Plan in accordance with Section 6.02, until actual retirement or death, but in no event shall such contributions and accrual continue after the Member attains the age limit as provided by the Income Tax Act and other applicable legislation governing the Plan and approved by the Employer, at which time payment of the Member's pension shall commence. The Member shall receive, commencing on his Late Retirement Date, an annual pension determined in accordance with Section 6.02, based upon his Pensionable Service, Average Pensionable Earnings and Average Year's Maximum Pensionable Earnings at his Late Retirement Date.

I. The **Pension Plan** be and it is hereby amended, with effect from January 1, 2008, by replacing Section 7.02 by the following:

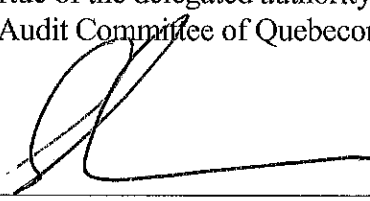
7.02 Notwithstanding Section 7.01 the Member may, at his option, elect any time after his Normal Retirement Date to terminate active Service and receive payment of his accrued pension payable at any time between his Normal Retirement Date and his actual retirement date, in which case contributions and accrual shall cease at the end of the month immediately preceding the Normal Retirement Date. Such Member shall receive, commencing on his Late Retirement Date but not after the Member attains the age limit as provided by the Income Tax Act and other applicable legislation governing the Plan and approved by the Employer, an annual pension determined in accordance with Section 6.02, based upon his Pensionable Service, Average Pensionable Earnings and Average Year' Maximum Pensionable Earnings at his Normal Retirement Date, and adjusted to reflect the Actuarial Equivalent value of such postponement.

J. The **Pension Plan** be and it is hereby amended, with effect from January 1, 2008, by replacing references to « bargaining unit » by « Bargaining Unit » in Sections 1.08, 2.11, 2.22 and 3.12.

Approved on February 6, 2008

By:
The Vice President and Chief Financial Officer

In virtue of the delegated authority by
The Audit Committee of Quebecor Media Inc.



Louis Morin
Vice President and Chief Financial Officer

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