

Objection Deadline: February 2, 2009 at 4:00 p.m. (prevailing Eastern Time)
Hearing Date (if necessary): February 6, 2009 at 10:00 a.m.(prevailing Eastern Time)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re: :
: **Chapter 11 Case No.**
:
STAR TRIBUNE HOLDINGS : **09-10244 (RDD)**
CORPORATION, et al., :
: **(Jointly Administered)**
:
Debtors.¹ :
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**APPLICATION OF THE DEBTORS FOR AUTHORITY TO EMPLOY AND
RETAIN DAVIS POLK & WARDWELL AS ATTORNEYS FOR THE DEBTORS,
NUNC PRO TUNC TO THE PETITION DATE**

Star Tribune Holdings Corporation (“**Star Tribune Holdings**”) and The Star
Tribune Company (“**Star Tribune**” and, together with Star Tribune Holdings, the
“**Debtors**”) respectfully represent:

Background and Jurisdiction

1. On January 15, 2009 (the “**Petition Date**”), each Debtor commenced with
this Court a voluntary case under chapter 11 of title 11 of the United States Code (the
“**Bankruptcy Code**”). The Debtors are authorized to operate their businesses and
manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of
the Bankruptcy Code. These chapter 11 cases are being jointly administered pursuant to
Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

¹ The Debtors are Star Tribune Holdings Corporation and The Star Tribune Company. The
employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’
chapter 11 petitions.

2. Additional information about the Debtors' businesses and the events leading up to the Petition Date can be found in the Affidavit of David W. Montgomery, Chief Financial Officer of Star Tribune, which is incorporated herein by reference.

3. The Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and may be determined by the Bankruptcy Court. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

4. By this application (the "**Application**"), the Debtors seek an order in the form attached hereto as Exhibit A (the "**Order**") authorizing the Debtors, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rule 2014(a), to retain and employ Davis Polk & Wardwell ("**DPW**"), *nunc pro tunc* to the Petition Date, under a general retainer, as their attorneys, to perform the legal services that will be required during these chapter 11 cases. The Debtors request that the Court approve the employment of DPW under the terms and conditions set forth in this Application, as more fully described in the Declaration of Marshall S. Huebner, a partner of DPW, annexed hereto as Exhibit B (the "**Huebner Declaration**"). The Debtors have been informed that the DPW attorneys who will be engaged in these chapter 11 cases are admitted to practice before this Court or shall, as necessary, seek to be admitted *pro hac vice*.

5. The Debtors have selected DPW as their attorneys because of the firm's extensive experience and knowledge in both corporate transactional work and in litigation, and, in particular, because of DPW's recognized expertise in bankruptcy and

restructuring, credit, corporate finance, capital markets, mergers and acquisitions, tax, executive compensation and employee benefits and many other areas. DPW has been actively involved in a wide variety of major chapter 11 cases, including: *In re Lyondell Chemical Company*, Case No. 09-10023 (Bankr. S.D.N.Y. Jan. 6, 2009); *In re Frontier Airlines Holdings, Inc.*, Case No. 08-11298 (Bankr. S.D.N.Y. May 2, 2008); *In re WCI Communities, Inc.*, Case No. 08-11643 (Bankr. D. Del. Aug. 4, 2008); *In re Delta Air Lines, Inc.*, Case No. 05-17923 (Bankr. S.D.N.Y. Sept. 14, 2005); *In re Meridian Auto. Systems-Composites Operations, Inc.*, Case No. 05-11168 (Bankr. D. Del. Apr. 26, 2005); *In re Citation Corp.*, Case No. 04-08130 (Bankr. N.D. Ala. Sep. 18, 2004); *In re Loral Space & Commc'ns LTD.*, Case No. 03-41710 (Bankr. S.D.N.Y. July 15, 2003); *In re Maxxim Medical Group, Inc.*, Case No. 03-10438 (Bankr. D. Del. Feb. 11, 2003); *In re Conseco, Inc.*, Case No. 02-49672 (Bankr. N.D. Ill. Dec. 17, 2002); *In re Adelpia Commc'ns Corp.*, Case No. 02-41729 (Bankr. S.D.N.Y. June 25, 2002); *In re AremisSoft Corp.*, Case No. 02-32621 (Bankr. D. N.J. Mar. 15, 2002); *In re Cedar Chem. Corp.*, Case No. 02-11039 (Bankr. S.D.N.Y. Mar. 8, 2002); *In re Enron Corp.*, Case No. 01-16034 (Bankr. S.D.N.Y. Dec. 12, 2001); *In re Bethlehem Steel Corp.*, Case No. 01-15288 (Bankr. S.D.N.Y. Oct. 15, 2001); *In re Polaroid Corp.*, Case No. 01-10864 (Bankr. D. Del. Oct. 12, 2001); *In re Owens Corning.*, Case No. 00-03837 (Bankr. D. Del. Oct. 5, 2000); *In re Federal-Mogul Global Inc.*, Case No. 01-10578 (Bankr. D. Del. Oct. 1, 2001); *In re Dow Corning Corp.*, Case No. 95-20512 (Bankr. E.D. Mich. May 15, 1995).

6. DPW is also familiar with the Debtors' businesses and financial affairs and is well qualified to provide the services required by the Debtors in their chapter 11 cases. DPW has provided advice to the Debtors on a range of issues since March 2007,

in matters including restructuring, employee benefits, credit transactions, litigation, real estate, environmental and risk management. Most recently, DPW has advised the Debtors concerning their restructuring alternatives and debt obligations and has performed services necessary to enable the Debtors to file for protection under chapter 11. DPW, along with the Debtors, was primarily responsible for the preparation of the chapter 11 petitions, initial motions and applications relating to these chapter 11 cases and their commencement. Accordingly, DPW has significant relevant experience with the Debtors to deal effectively and efficiently with the primary legal issues and problems likely to arise in the context of the Debtors' chapter 11 cases.

7. The Debtors believe that DPW is both well qualified and uniquely able to represent them in their chapter 11 cases in an efficient and effective manner. If the Debtors are required to retain lead counsel other than DPW in connection with the prosecution of their chapter 11 cases, the Debtors, their estates and all parties in interest will be unduly prejudiced by the time and expense necessary to enable other counsel to become familiar with the Debtors' businesses, operations and restructuring needs.

Scope of Services

8. The services of DPW under a general retainer are appropriate and necessary to enable the Debtors to execute their duties as debtors and debtors in possession faithfully and to implement the restructuring and reorganization of the Debtors. Subject to further order of this Court, it is proposed that DPW be employed to render such legal services as may be requested by the Debtors and able to be performed by DPW, including, but not limited to:

(a) to take necessary or appropriate actions to protect and preserve the Debtors' estates, including the prosecution of actions on the Debtors' behalf, the defense of any actions commenced against the Debtors, the negotiation of disputes in which the Debtors are involved, and the preparation of objections to claims filed against the Debtors' estates;

(b) to prepare on behalf of the Debtors, as debtors in possession, necessary or appropriate motions, applications, answers, orders, reports and other papers in connection with the administration of the Debtors' estates;

(c) to provide advice, representation and preparation of necessary documentation and pleadings regarding debt restructuring, statutory bankruptcy issues, post-petition financing, securities laws, real estate, employee benefits, environmental, business and commercial litigation, tax and, as applicable, asset dispositions;

(d) to counsel the Debtors with regard to their rights and obligations as debtors in possession, and their powers and duties in the continued management and operations of their businesses and properties;

(e) to take necessary or appropriate actions in connection with a plan or plans of reorganization and related disclosure statements and all related documents, and such further actions as may be required in connection with the administration of the Debtors' estates; and

(f) to act as general bankruptcy counsel for the Debtors and perform all other necessary or appropriate legal services in connection with these chapter 11 cases.

9. Contemporaneously herewith, the Debtors are applying to this Court to retain Curtis, Mallet-Prevost, Colt & Mosle LLP ("**Curtis Mallet**") as conflicts counsel

to represent the Debtors during these chapter 11 cases with respect to matters for which DPW cannot or will not represent the Debtors because of conflicts of interest. To minimize costs, DPW has been working and will continue to work closely with the Debtors, Curtis Mallet, and each of the Debtors' other retained professionals to clearly delineate each professional's respective duties and to prevent unnecessary duplication of services whenever possible.

Compensation

10. For services rendered by DPW, the Debtors propose to pay DPW at rates that do not exceed the rates that DPW customarily charges to its other clients for work of this type, and to reimburse DPW according to its customary reimbursement policies (subject to the limitations of local rules), and respectfully submit that such rates and policies are reasonable. The applicable rates for time keepers on this matter are set forth in the Huebner Declaration. DPW adjusts its rates periodically, generally on January 1 of each year.

11. As of the filing of these cases, DPW was not a creditor of the Debtors. Beginning in April 2008, the Debtors established a retainer balance with DPW. As DPW issued invoices to the Debtors, DPW applied the amount due from the retainer, and the Debtors subsequently replenished the retainer. After giving effect to the application of its final pre-petition charges, DPW now holds a retainer equal to \$174,144.72.

12. The Debtors understand that, in connection with the reimbursement of reasonable and necessary expenses, it is DPW's policy to charge its clients for certain expenses incurred in connection with providing certain client services, including travel, lodging, photocopying, postage, vendor charges, delivery service and other expenses

incurred in providing professional services, and for other services actually provided in this matter, including word processing, secretarial and overtime charges.

13. All of DPW's fees and expenses incurred during these chapter 11 cases will, except as may otherwise be ordered by the Court, be subject to approval of the Court upon proper application by DPW in accordance with sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016(a), the fee and expense guidelines established by the U.S. Trustee and any other applicable requirements.²

DPW's Disinterestedness

14. To the best of the Debtors' knowledge, DPW (i) is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and, as required by section 327(a) and referenced by section 328(c) of the Bankruptcy Code, neither holds nor represents any interest adverse to the Debtors and their estates and (ii) except as disclosed in the Huebner Declaration, annexed hereto as Exhibit B, has no relevant connection to the Debtors or to their significant creditors or certain other potential parties-in-interest whose names were supplied to DPW by the Debtors.

15. The Debtors have been informed that DPW will conduct an ongoing review on each April 30, August 31 and December 31 that occurs during the Debtors' cases (commencing with the first of such dates to occur after the 90th day following the Petition Date) to ensure that no disqualifying circumstances have arisen, and, if any new facts or relationships that DPW believes should be disclosed to this Court and the parties-in-interest in these cases are discovered, DPW will file a supplemental disclosure with the

² Contemporaneously herewith, the Debtors are, by motion, requesting procedures by which DPW and other professionals will be compensated on an interim basis.

Court and serve such supplemental disclosure on the Office of the United States Trustee for the Southern District of New York.

Objections

16. The deadline to file an objection (“**Objection**”) to this Application shall be 4:00 p.m. (prevailing Eastern Time) on February 2, 2009 (the “**Objection Deadline**”).³ An Objection shall be considered timely only if, on or prior to the Objection Deadline, it is (a) filed with the Court and (b) served upon and actually received by (i) the Office of the U.S. Trustee, 33 Whitehall Street, 21st Floor, New York, NY 10004, Attn: Brian Masumoto (by a hard copy, with all exhibits), (ii) attorneys for the Debtors, Davis Polk & Wardwell, 450 Lexington Avenue, New York, NY 10017, Attn: Marshall S. Huebner and Timothy E. Graulich, (iii) conflicts counsel to the Debtors, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, NY 10178, Attn: Steven J. Reisman and Timothy Barnes, (iv) the attorneys for any official committee of unsecured creditors then appointed in these cases, (v) the attorneys to the agent for the Debtors’ first lien pre-petition lenders, Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022, Attn: Mark A. Broude and (vi) the Debtors’ authorized notice agent, The Garden City Group, Inc., Attn: David A. Isaac.

17. Unless otherwise ordered by the Court, a reply to an Objection may be filed with the Court and served on or before 4:00 p.m. (prevailing Eastern Time) on February 4, 2009.

³ Given the pressure of time, DPW attended to its own application last. Parties in interest will have 10 days to object, as provided for in the Order Establishing Certain Notice, Case Management and Administrative Procedures entered by this Court on January 16, 2009 (the “**Case Management Order**”). This Application is, however, being filed 15 days prior to the hearing as opposed to the 16 days contemplated by the CMO, for which relief is requested in the attached proposed order.

18. If no Objections are timely filed and served as set forth herein, the Debtors shall, on or after the Objection Deadline, submit to the Court a final order granting the relief requested herein, which order shall be submitted and may be entered with no further notice or opportunity to be heard afforded to any party. If an Objection is timely filed, a hearing will be held at 10:00 a.m. (prevailing Eastern time) on February 6, 2009.

19. The foregoing notice procedures satisfy Bankruptcy Rule 9014 by providing the counterparties with notice and an opportunity to object and be heard at a hearing. *See, e.g., In re Drexel Burnham Lambert*, 160 B.R. 729, 734 (S.D.N.Y. 1993) (an opportunity to present objections satisfies due process); *In re Colorado Mountain Cellars, Inc.*, 226 B.R. 244, 246 (D. Colo. 1998) (a hearing is not required to satisfy Bankruptcy Rule 9014). Furthermore, the proposed notice procedures protect the due process rights of the parties in interest without unnecessarily exposing the Debtors' estates to unwarranted administrative expenses.

Notice

20. No trustee or examiner has been appointed in these chapter 11 cases. Pursuant to the Case Management Order, the Debtors will serve notice of this Motion on each of (i) the Core Parties and (ii) the Non-ECF Service Parties (each as defined in the Case Management Order).

No Previous Request

21. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as is just and proper.

Dated: New York, New York
January 22, 2009

By: /s/ David W. Montgomery
David W. Montgomery
Chief Financial Officer
Star Tribune

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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:
In re: :
: **Chapter 11 Case No.**
:
STAR TRIBUNE HOLDINGS : **09-10244 (RDD)**
CORPORATION, et al., :
: **(Jointly Administered)**
:
Debtors.¹ :
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**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF DAVIS
POLK & WARDWELL AS ATTORNEYS FOR THE DEBTORS, *NUNC PRO
TUNC TO THE PETITION DATE***

Upon the application (the “**Application**”)² of Star Tribune Holdings Corporation (“**Star Tribune Holdings**”) and The Star Tribune Company (“**Star Tribune**” and, together with Star Tribune Holdings, the “**Debtors**”), pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rule 2014(a), for authorization to employ and retain Davis Polk & Wardwell (“**DPW**”) as attorneys for the Debtors under a general retainer, pursuant to the terms set forth in the Application; and upon the Declaration of Marshall S. Huebner, a partner of DPW, filed in support of the Application, annexed to the Application as Exhibit B (the “**Huebner Declaration**”); and the Court being satisfied, based on the representations made in the Application and the Huebner Declaration, that DPW is a “disinterested person” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the

¹ The Debtors are Star Tribune Holdings Corporation and The Star Tribune Company.

² Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Application.

Bankruptcy Code, and, as required by section 327(a) and referenced by section 328(c) of the Bankruptcy Code, neither holds nor represents any interest adverse to the Debtors and their estates; and upon consideration of the Affidavit of David W. Montgomery filed in support of the Debtors' first-day pleadings; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334 and the Standing Order of Referral of Cases to Bankruptcy Court Judges of the District Court for the Southern District of New York dated July 10, 1984 (Ward, Acting C.J.); and consideration of the Application and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided in accordance with the Case Management Order, with the filing of the Application 15 days prior to the Hearing (as defined below) instead of the 16 days contemplated in the Case Management Order hereby approved, and it appearing that no other or further notice need be provided; and the relief requested in the Application being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Application [and having held a hearing with appearances of parties in interest noted in the transcript thereof (the "**Hearing**")]; and the Court having determined that the legal and factual bases set forth in the Application [and at the Hearing] establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Application is approved *nunc pro tunc* to the Petition Date; and it is further

ORDERED that the Debtors are hereby authorized to employ and retain DPW as their attorneys in the Debtors' chapter 11 cases under a general retainer, all as contemplated by the Application and on the terms provided in the Application and the Huebner Declaration; and it is further

ORDERED that DPW shall be compensated for its services and reimbursed for any related expenses in accordance with the rates (as adjusted from time to time) and disbursement policies as set forth in the Application, the Huebner Declaration and in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and any other applicable orders of this Court; and it is further

ORDERED that DPW shall file fee applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in the Order Authorizing the Debtors to Establish Procedures for Interim Monthly Compensation and Reimbursement of Expenses of Professionals, sections 330 and 331 of the Bankruptcy Code, any applicable Bankruptcy Rules, the Local Bankruptcy Rules and any orders of this Court; and it is further

ORDERED that to the extent that there may be any inconsistency between the terms of the Application and this Order, the terms of this Order shall govern; and it is further

ORDERED that the Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order; and it is further

ORDERED that this Court retains jurisdiction to hear and determine all matters arising from or related to the implementation and/or interpretation of this Order.

New York, New York

Dated: _____, 2009

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

DAVIS POLK & WARDWELL
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-6001
Marshall S. Huebner
Timothy E. Graulich
Lynn I. Poss

*Proposed Counsel to the Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:	:	
	:	
	:	Chapter 11 Case No.
	:	
STAR TRIBUNE HOLDINGS CORPORATION, et al.,	:	09-10244 (RDD)
	:	
	:	(Jointly Administered)
	:	
Debtors. ¹	:	
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**DECLARATION OF MARSHALL S. HUEBNER AND DISCLOSURE
STATEMENT OF DAVIS POLK & WARDWELL IN SUPPORT OF THE
APPLICATION OF THE DEBTORS TO EMPLOY AND RETAIN
DAVIS POLK & WARDWELL AS ATTORNEYS FOR THE DEBTORS**

Marshall S. Huebner declares as follows:

1. I am a partner of the firm of Davis Polk & Wardwell (“**DPW**” or the “**Firm**”), a law firm with its principal office at 450 Lexington Avenue, New York, New York 10017, and other offices in Washington, D.C., Menlo Park, London, Paris, Frankfurt, Madrid, Tokyo, Beijing and Hong Kong.

¹ The Debtors are Star Tribune Holdings Corporation and The Star Tribune Company. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ chapter 11 petitions.

2. I submit this declaration (the “**Declaration**”) in connection with the application (the “**Application**”), dated January 22, 2009, of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for approval of the Debtors’ retention of DPW as their attorneys in the above-captioned chapter 11 cases at rates in effect from time to time that do not exceed the rates that DPW customarily charges to its other clients for work of this type, and in accordance with the Firm’s normal reimbursement policies, in compliance with sections 328(a), 329 and 504 of title 11 of the United States Code (the “**Bankruptcy Code**”), and to provide disclosure required under Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”). Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein.

3. To the extent it is brought to my attention that any information disclosed herein requires amendment or modification upon DPW’s completion of further review or as additional party in interest information becomes available to it, I intend to file a supplemental declaration to the Court reflecting such amended or modified information.

4. Subject to the qualifications herein and, to the best of my knowledge, neither I, DPW, nor any partner, counsel to, or associate of the Firm represents any entity other than the Debtors in connection with the Debtors’ chapter 11 cases. In addition, except as set forth herein, to the best of my knowledge, after due inquiry, after an inquiry conducted by associates working under my supervision, neither I, DPW, nor any partner, counsel to, or associate of the Firm represents any party in interest in these chapter 11 cases in matters related to the Debtors’ chapter 11 cases.

5. DPW has in the past represented, currently represents, and may in the future represent, in matters unrelated to the Debtors' pending chapter 11 cases, entities that are claimants or interest holders of the Debtors. DPW, which employs more than 650 attorneys, has a large and diversified legal practice that encompasses the representation of many financial institutions and commercial corporations. Some of those entities are, or may consider themselves to be, creditors or parties in interest in the Debtors' pending chapter 11 cases or to otherwise have interests in these cases.

6. In preparing this Declaration, I relied on information brought to my attention pursuant to procedures DPW has used to evaluate compliance with the requirements of the Bankruptcy Code and the Bankruptcy Rules regarding the retention of professionals by a debtor under the Bankruptcy Code (the “**Internal Review Procedures**”). Pursuant to the Internal Review Procedures, the Firm has taken the following actions to identify the parties relevant to this Declaration and to ascertain DPW's connection to such parties:

(a) A comprehensive list of the Debtors and their affiliates, directors and officers, directors' significant affiliations and entities in which the Debtors have a significant non-controlling equity stake, parties to significant litigation and significant: employee-related parties, professionals, landlords and lessors, insurance-related parties, customers, service providers, vendors, secured and unsecured creditors, banking relationships,² issuers and beneficiaries of outstanding letters of credit, trustees, taxing authorities, regulatory agencies and equity security holders (the “**Potential Parties In**

² Not including ordinary-course deposit banking relationships.

Interest”) was created by the Debtors after an exhaustive review of their records in consultation with the Debtors and DPW attorneys.

(b) DPW compared each of the Potential Parties In Interest to the Firm’s master records database from its conflict clearance and billing records, which includes all clients (and former clients going back 10 years) for which any attorney time charges have been billed (the “**Records Database**”). The Records Database includes the name of each current or former client; and, for each significant current or former matter for each client or former client, the names of the DPW personnel identified at the time such matter was opened as responsible for such matter and, in most instances, a list of the names of the other parties directly relevant to such matter. It is the policy of DPW that no new matter may be accepted or opened without completing and submitting to those charged with maintaining the Records Database the information necessary to check each such matter for conflicts, including the identity of the prospective client, the matter and other relevant parties. Accordingly, the Records Database is regularly updated for every new client retaining DPW and significant matters undertaken for such client.

(c) Any matches between the Records Database and the list of Potential Parties In Interest were identified (the “**Client Match List**”).

(d) An attorney then reviewed the Client Match List and deleted individuals or entities that DPW either does not currently represent or has not represented in the last two years. The remaining individuals or entities are set forth on Exhibit 1 attached hereto.

(e) A general inquiry was sent to all DPW attorneys by electronic mail asking them whether any of them (i) was ever employed by any of the Debtors; (ii) owns any

debt or equity securities of the Debtors; or (iii) knows of any connection of DPW, or individuals connected therewith, to the Debtors that are relevant to DPW's engagement. In addition, a general inquiry to all DPW attorneys was sent by electronic mail asking whether any of them has any connection to any of the Potential Parties in Interest.

7. Any parties thus identified that DPW represents as a client or has represented as a client within the last two years were reviewed by an attorney working under my supervision. Based upon such review, DPW believes that it does not hold or represent an interest that is adverse to the Debtors' estates (with any relevant representations identified below), and that DPW is a "disinterested person," as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and, as required by section 327(a) and referenced by section 328(c) of the Bankruptcy Code, neither holds nor represents any interest adverse to the Debtors and their estates, in that DPW, its partners, counsel and associates:

(a) are not creditors, equity security holders or insiders of the Debtors, except in the de minimis ways set forth below;

(b) are not and were not, within two years before the date of the filing of the Debtors' chapter 11 petitions, a director, officer or employee of the Debtors; and

(c) do not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason, other than as set forth herein.

8. Disclosure with respect to any connections DPW has or has had with the Debtors, their significant creditors, or any other significant potential parties in interest,

any of their respective attorneys and accountants, the United States Trustee or any employee of that office, insofar as I know or have been able to ascertain after reasonable inquiry, is set forth below:

(a) DPW has rendered legal services to the Debtors since March 2007. DPW has played a significant role in advising the Debtors concerning a wide range of matters, including restructuring, employee benefits, credit transactions, litigation, real estate, environmental and risk management. In recent months, DPW has advised the Debtors concerning their restructuring alternatives and debt obligations and has performed services necessary to enable the Debtors to file for protection under chapter 11. DPW (along with the Debtors) was primarily responsible for the preparation of the chapter 11 petitions, initial motions and applications relating to these chapter 11 cases and their commencement.

(b) DPW previously has represented within the last two years and/or currently represents, and may represent in the future, the non-Debtor entities listed on Exhibit 1 (or their affiliates) in matters unrelated to the Debtors. The list attached hereto as Exhibit 1 is the product of implementing the Internal Review Procedures. DPW does not and will not represent any of the entities listed on Exhibit 1 in matters related to the Debtors' chapter 11 cases. To the best of my knowledge and information, with the exception of the entities identified in subparagraph (c) below and their respective affiliates, none of the entities listed on Exhibit 1 (together with their respective affiliates) were the source of more than 1% of DPW's revenues for the 12 months ended December 2008.

(c) The Potential Parties In Interest who together with their affiliates comprised greater than 1% of DPW's revenues during the 12 months ended December

2008 (the “**1% Clients**”) are listed below. DPW has considered the respective position of the 1% Clients in the Debtors’ cases and concluded that DPW’s representation of the Debtors does not create any conflict of interest with the 1% Clients.

(i) The Debtors have advised DPW that Credit Suisse, Cayman Islands Branch or one of its subsidiaries (“**Credit Suisse**”) has the following roles in these cases: Administrative Agent, Collateral Agent, Swing Line Lender and an L/C Issuer (in such capacities, the “**First Lien Agent**”) under that certain First Lien Credit Agreement, dated as of March 5, 2007 among The Star Tribune Company, Star Tribune Holdings Corporation, Credit Suisse and the other lenders party thereto (as heretofore amended, supplemented or otherwise modified, the “**Pre-Petition First Lien Credit Agreement**”) and as former Administrative Agent,³ Collateral Agent, Swing Line Lender and an L/C Issuer (in such capacities, the “**Second Lien Agent**”) under that certain Second Lien Credit Agreement, dated as of March 5, 2007, among The Star Tribune Company, Star Tribune Holdings Corporation, Credit Suisse and the other lenders party thereto (as heretofore amended, supplemented or otherwise modified, the “**Pre-Petition Second Lien Credit Agreement**” and, together with the Pre-Petition First Lien Credit Agreement, the “**Credit Agreements**”). When the commencement of these chapter 11 cases became likely, DPW sought and obtained a written waiver from Credit

³ Wilmington Trust Company succeeded Credit Suisse as the Second Lien Administrative Agent pursuant to the Appointment of Successor Administrative Agent under Second Lien Credit Agreement dated and effective as of July 2, 2008.

Suisse with respect to DPW's representation of the Debtors in these chapter 11 cases.

(ii) The Debtors have advised DPW that JPMorgan Chase & Co. ("**JPM**") or its subsidiaries or affiliates have the following roles in these chapter 11 cases: first lien secured lender and second lien secured lender under the Credit Agreements. JPM is not on the steering committee of first lien lenders that has been active in this case for several months, and neither DPW, nor to my knowledge after inquiry, the Debtors, has had any interaction with JPM as a first or second lien secured lender in connection with these cases for at least 12 months.

(iii) The Debtors have advised DPW that Deutsche Bank AG ("**DB**") or its subsidiaries or affiliates have the following roles in these chapter 11 cases: first lien secured lender and second lien secured lender under the Credit Agreements. DB is not on the steering committee of first lien lenders that has been active in this case for several months, and neither DPW, nor to my knowledge after inquiry, the Debtors, has had any interaction with DB as a first or second lien secured lender in connection with these cases for at least 12 months.

(iv) The Debtors have advised DPW that Citigroup Inc. or one of its subsidiaries or affiliates has the following role in these chapter 11 cases: first lien secured lender under the Pre-Petition First Lien Credit Agreement. Citibank is not on the steering committee of first lien lenders that has been active in this case for several months, and neither DPW, nor

to my knowledge after inquiry, Star Tribune, has had any interaction with Citibank as a first lien secured lender in connection with these cases for at least 12 months.

(d) In addition, although I do not believe that it would in any way affect DPW's ability to effectively represent the Debtors, I nevertheless disclose the following:

(i) In the past, DPW represented Avista Capital Partners, L.P. ("**Avista**") in various matters relating to its acquisition of the company that would become Star Tribune Holdings Corporation. In May 2008, DPW ceased representing Avista in connection with any matter relating to the Debtors, although DPW continues to represent Avista (and certain affiliates) in matters wholly unrelated to the Debtors. In addition, the Stetson Fund, an investment fund whose investors are certain current and former DPW partners, myself excluded, holds a limited partnership interest of approximately 0.05% in Avista. When the commencement of these chapter 11 cases became likely, DPW sought and obtained a written waiver from Avista with respect to DPW's representation of the Debtors in these chapter 11 cases. Moreover, DPW and the Debtors expect that any matters relating to Avista will be handled by the Debtors' conflicts counsel, Curtis Mallet.

(e) Partners, counsel and associates of DPW, including attorneys that may be engaged in DPW's representation of the Debtors, have in the past been employed by various Potential Parties In Interest, or, when employed by other law firms or professional services firms, have performed services for various Potential Parties In

Interest as clients. Although I do not believe any such connections would in any way affect DPW's ability to effectively represent the Debtors, out of an abundance of caution, I disclose the following:

- (i) A DPW attorney worked for National Union Fire Insurance Company (American International Group) prior to joining DPW.⁴
- (ii) A DPW attorney was previously employed by UBS AG and its predecessor firm for 13 years until April 2007.
- (iii) Two DPW attorneys performed work for Angelo Gordon & Co. prior to their employment by DPW.
- (iv) A DPW attorney completed work for the Avenue Advisors LLC while he was an associate at Paul, Weiss, Rifkind, Wharton and Garrison LLP.
- (v) A DPW attorney was a former equity partner at Latham & Watkins LLP.
- (vi) Several DPW attorneys were former associates or summer associates at Latham & Watkins LLP and Shearman & Sterling LLP.

(f) Partners, counsel and associates of DPW have relatives who are or in the past have been employed by various Potential Parties In Interest. Although I do not

⁴ DPW (and I) serve(s) as lead counsel to the Federal Reserve Bank of New York and the U.S. Treasury in connection with AIG.

believe any such connections would in any way affect DPW's ability to effectively represent the Debtors, out of an abundance of caution, I disclose the following:

(i) A DPW attorney's husband is Vice-President of Fidelity Investments LLC.

(ii) A DPW attorney's mother is a senior legal counsel at American International Group, Inc. (AIG).

(iii) A DPW attorney's father is an in-house counsel at Deutsche Bank AG.

(iv) A DPW attorney's brother was a former employee of Lehman Brothers Holdings, Inc.

(v) A DPW attorney's husband works for Credit Suisse Securities LLC.

(vi) A DPW attorney's brother works for the AFL-CIO.

(vii) A DPW attorney's uncle was formerly a union organizer for the International Brotherhood of Teamsters.

(viii) A DPW attorney's father-in-law is a board member of the Royal Bank of Scotland PLC.

(ix) A DPW attorney's brother-in-law is an in-house legal counsel at Oracle Corporation.

(x) A DPW attorney's father-in-law is an executive officer at Goldman Sachs Group, Inc.

(xi) A DPW attorney's wife is an associate at Latham & Watkins, LLP.

(g) Former DPW attorneys are, or were after leaving DPW, affiliated with various Potential Parties In Interest, and a former DPW attorney who was at the firm for less than one year as an associate, and who left the firm in 1997, is an Avista partner and director of Star Tribune.

(h) Various DPW associates are seconded to the legal departments of DPW clients for several months, some of whom are or are affiliates of Potential Parties In Interest, including DB, Citigroup, Inc. and JPM. However, I do not believe such connections would in any way affect DPW's ability to effectively represent the Debtors.

(i) It is my understanding that, except as set forth below, no DPW attorney or their respective immediate family members is a creditor of the Debtors. Various DPW attorneys own stock or debt securities in several Potential Parties In Interest other than the Debtors. However, I have been advised that none of these individuals owns sufficient stock or debt securities of any such entity to influence its affairs in any way, and I do not believe these attorneys' interests, considered separately or collectively, are material.

(j) As part of its practice, DPW appears in cases, proceedings and transactions involving many different attorneys, accountants, financial consultants and investment bankers, some of which have represented in the past, represent now or may represent in the future claimants and other parties in interest in these cases. DPW is not aware of any relationship it has with any such attorneys, accountants, financial consultants and investment bankers that would be adverse to the Debtors or their estates.

(k) Certain Potential Parties In Interest, including the The Blackstone Group, FTI Consulting, Inc., Kekst and Company and Fidelity Investments LLC, have provided, and in some cases continue to provide, services to DPW.

(1) In addition to the foregoing, after reasonable inquiry, I do not believe there is any connection between DPW and the United States Trustee for the Southern District of New York or any person employed by the Office of such United States Trustee.

9. The Debtors are contemporaneously applying to this Court to retain Curtis, Mallet-Prevost, Colt & Mosle LLP (“**Curtis Mallet**”) as conflicts counsel to represent the Debtors during these chapter 11 cases with respect to matters for which DPW cannot or will not represent the Debtors because of conflicts of interest. In addition, due to the size of these cases or for other reasons, the Debtors may determine that it is appropriate for Curtis Mallet to represent the Debtors in connection with certain designated matters in these cases. It is my understanding that the Debtors have selected Curtis Mallet to represent them as conflicts counsel because of Curtis Mallet’s reputation and experience with respect to serving as conflicts counsel to other debtors in this district.

10. The Debtors have been informed that DPW will conduct an ongoing review of its files on each April 30, August 31 and December 31 that occurs during the Debtors’ cases (commencing with the first of such dates to occur after the 90th day following the Petition Date) to ensure that no disqualifying circumstances have arisen, and, if any new facts or relationships that DPW believes should be disclosed to this Court and the parties-in-interest in these cases are discovered, DPW will file a supplemental disclosure with the Court and serve such supplemental disclosure on the Office of the United States Trustee for the Southern District of New York.

11. During the twelve month period prior to the Petition Date, DPW received from the Debtors an aggregate of \$2,657,902.13 for professional services performed and expenses incurred. As of the filing of these cases and after the application of final pre-

petition charges, DPW was not a creditor of the Debtors. Beginning in April 2008, the Debtors established a retainer balance with DPW. As DPW issued invoices to the Debtors, DPW applied the amount due from the retainer, and the Debtors subsequently replenished the retainer. After giving effect to the application of the final pre-petition charges, DPW now holds a retainer equal to \$174,144.72.

12. DPW will be compensated at rates that do not (and will not) exceed the rates that DPW customarily charges to its other clients for work of this type. As of the Petition Date, the applicable rates for timekeepers on this matter were \$655 to \$985 per hour for partners and counsel, \$325 to \$695 per hour for associates and \$110 to \$315 for paraprofessionals and staff. DPW adjusts its rates periodically, generally on January 1 of each year.

13. It is DPW's policy to charge its clients for certain expenses incurred in connection with providing certain client services, including, without limitation, travel, lodging, photocopying, postage, vendor charges, delivery service and other expenses incurred in providing professional services, and for other services actually provided on this matter, including word processing, secretarial and overtime charges.

14. No promises have been received by DPW, or, to the best of my knowledge after due inquiry, any partner, counsel, or associate thereof, as to payment or compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and Guidelines established by the Office of the United States Trustee (the "**Guidelines**"). DPW has no agreement with any other entity to share with such entity any compensation received by DPW or by such entity.

15. DPW intends to apply pursuant to section 330 of the Bankruptcy Code for allowances of compensation for professional services rendered in these chapter 11 cases and for reimbursement of actual and necessary expenses incurred in connection therewith in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Guidelines and any applicable orders of the Court.

16. The foregoing constitutes the statement of DPW pursuant to sections 327(a), 328(a), 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016(b).

17. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Declaration was executed on January 22, 2009.

/s/ Marshall S. Huebner

Marshall S. Huebner

Davis Polk & Wardwell

EXHIBIT 1

Exhibit 1 to Huebner Declaration

American International Speciality Lines Insurance Company¹

Angelo Gordon and Co.²

Avenue Advisors LLC³

- Avenue CLO V Ltd
- Avenue CLO VI, Ltd

Avista Capital Partners

Bank of New York Mellon Corporation

Blackstone Advisory Services

Citibank Global Asset Management⁴

- Atlantis Funding Ltd.

Citibank International⁵

- Citigroup Financial Products

Credit Suisse Loan Funding LLC⁶

CS Capital LLC (BDL)⁷

Davidson Kempner Partners

Deloitte and Touche LLC

Deutsche Bank AG

Eaton Vance Management, Inc.⁸

- Eaton Vance CDO X
- Eaton Vance Credit Opportunities Fund
- Eaton Vance Institutional Senior Floating-Rate Fund
- Eaton Vance Variable Leveraged Fund
- Eaton Vance VT Floating Rate Income Fund
- Grayson & Co.
- Senior Debt Portfolio

Fidelity Investments LLC

Flint Ink Co.

FTI Consulting, Inc.

Fujifilm Graphic Systems U.S.A. Inc.⁹

¹ Parent company American International Group, Inc. is a DPW client.

² A director of Angelo Gordon and Co., is a DPW client in the estate planning department.

³ Parent company Avenue Advisors LLC is a DPW client

⁴ Parent company Citigroup Inc. is a DPW client.

⁵ Parent company Citigroup Inc. is a DPW client.

⁶ Parent company Credit Suisse Group AG is a DPW client.

⁷ Parent company Credit Suisse Group AG is a DPW client.

⁸ Parent company Eaton Vance Management, Inc. is a DPW client.

⁹ Parent company Fujifilm Corporation is a DPW client.

General Electric Investment Corp.¹⁰

- General Electric Capital Corp.

GSO Capital Partners LP¹¹

- GSO Domestic Capital Funding

Goldman Sachs Asset Management
Harbinger Capital Partners Co.¹²
Healthcare Partners LLC
Home Depot U.S.A. Inc.
Ikon Office Solutions, Inc.¹³
JHF High Income Trust¹⁴
JPMorgan Chase & Co.

- Chase Lincoln First Commercial NA

Kekst and Company¹⁵
Lazard Freres & Co LLC
Merrill Lynch & Co.
National Union Fire Insurance Co.¹⁶
Oppenheimer and Company
Oracle Corporation
Petco Animal Supplies Inc.¹⁷
Rabobank Portfolio Management (Rabobank Group)
Reliastar Life Insurance Company¹⁸
Riversource Investments LLC¹⁹

- Centurion CDO 10 Ltd
- Centurion CDO 12 Ltd
- Centurion CDO 14 Ltd
- Centurion CDO XI Ltd
- Centurion CDO 8 Ltd
- Centurion CDO 9 Ltd
- Centurion CDO VI Ltd
- Centurion CDO VII Ltd

Royal Bank of Scotland PLC
Sony Pictures Digital Inc.²⁰

¹⁰ Parent Company General Electric Company is a DPW client.

¹¹ Parent company Blackstone Group LLC is a DPW client.

¹² A subsidiary Playtex Products Inc. is a DPW client.

¹³ Parent company General Electric Company is DPW client.

¹⁴ Parent company Lehman Brothers Holdings, Inc. is a DPW client.

¹⁵ Parent company Publicis Groupe is a DPW client.

¹⁶ Parent company American International Group, Inc. is a DPW client.

¹⁷ Parent company TPG is a DPW client.

¹⁸ Parent company ING Groep N.V. is a DPW client.

¹⁹ Parent company American Express Company is a DPW client.

Target Commercial Interiors ²¹
Travelers Companies, Inc.
UBS AG
Verizon Wireless Company
Victoria Court CBNA Loan Funding²²
Wayzata Investment Partners LLC²³

- Wayzata Opportunities Fund II
- Wayzata Recovery Fund LLC

Wells Fargo & Company
Yahoo Inc.

²⁰ Parent company Sony Corporation is a DPW client.

²¹ Parent company Target Corporation is a DPW client.

²² Parent company Citigroup, Inc. is a DPW client.

²³ Parent company Cargill Incorporated is a DPW client.