

COMPETITION TRIBUNAL

IN THE MATTER OF the *Competition Act*, R.S.C. 1985, c. C-34, and the *Competition Tribunal Rules*, SOR/2008-141;

AND IN THE MATTER OF the proposed acquisition by BCE Inc. of Astral Media Inc.;

AND IN THE MATTER OF the filing and registration of a consent agreement pursuant to section 105 of the *Competition Act*.

B E T W E E N :

THE COMMISSIONER OF COMPETITION

Applicant

– and –

BCE INC.

Respondent

CONSENT AGREEMENT

RECITALS:

- A. Respondent proposes to acquire Astral Media Inc. (the “**Transaction**”).
- B. The Commissioner has concluded that the Transaction is likely to result in a substantial lessening and/or prevention of competition in the supply of English and French Programming Services to Distribution Undertakings, and that the implementation of this Agreement is necessary to ensure that any substantial lessening and/or prevention of competition will not result from the Transaction.
- C. The Commissioner is satisfied that the radio divestitures proposed by Respondent to satisfy the CRTC’s Common Ownership Policy are sufficient to ensure the Transaction will not result in a substantial lessening and/or prevention of competition in any radio advertising markets.
- D. Respondent does not admit but will not for the purposes of this Agreement, including execution, registration, enforcement, variation or rescission, contest the

Commissioner's conclusions that (i) the Transaction is likely to result in a substantial lessening and/or prevention of competition in the supply of English and French Programming Services to Distribution Undertakings; and (ii) the implementation of this Agreement is necessary to ensure that any substantial lessening and/or prevention of competition will not result from the Transaction.

THEREFORE Respondent and the Commissioner agree as follows:

I. DEFINITIONS

[1] Whenever used in this Agreement, the following words and terms have the meanings set out below:

- (a) **"Act"** means the *Competition Act*, R.S.C., 1985, c. C-34, as amended;
- (b) **"Affiliate"** means an affiliated corporation, partnership or sole proprietorship within the meaning of subsection 2(2) of the Act;
- (c) **"Agreement"** means this Consent Agreement, including the schedules hereto, and references to a "Part", "Section", "Paragraph" or "Schedule" are, unless otherwise indicated, references to a part, section, paragraph or schedule of or to this Agreement;
- (d) **"Astral"** means Astral Media Inc.;
- (e) **"Business Day"** means a day on which the Competition Bureau's Gatineau, Quebec office is open for business;
- (f) **"Closing"** means the completion of the Transaction under the Transaction Agreement;
- (g) **"Closing Date"** means the date on which Closing occurs;
- (h) **"Commissioner"** means the Commissioner of Competition appointed under the Act;
- (i) **"Confidential Information"** means competitively sensitive or proprietary information not independently known to a Person from sources other than the entity to which the information pertains or a Person who is under confidentiality obligations to that other Person, and includes, but is not limited to, manufacturing, operations and financial information, customer lists, price lists, contracts, cost and revenue information, marketing methods, patents, technologies, processes, or other trade secrets, provided, for greater certainty, that Confidential Information does not include information disclosed to a Person by the entity to which it pertains in the course of arm's length commercial interactions;

- (j) **“CRTC”** means the Canadian Radio-television and Telecommunications Commission established by the *Canadian Radio-television and Telecommunications Commission Act*, R.S.C. 1985, c. C-22, as amended;
- (k) **“Distribution Undertaking”** has the meaning set out in subsection 2(1) of the *Broadcasting Act*, S.C. 1991, c. 11, as amended;
- (l) **“Divested Business”** means the interests of Astral in any of the businesses of the Divested English Services and the Divested French Services;
- (m) **“Divested English Services”** means The Family Channel, Disney XD, Disney Jr. (English), Teletoon, Teletoon Retro and Cartoon Network;
- (n) **“Divested French Services”** means Historia, Séries+, Télétoon, Télétoon Rétro, Musique Plus, Musimax and Disney Jr. (French);
- (o) **“Divestiture”** means the sale, conveyance, transfer, assignment or other disposal of any of the Divestiture Assets to a Purchaser or Purchasers pursuant to this Agreement and with the prior approval of the Commissioner, such that Respondent will have no direct or indirect significant interest, and no direct or indirect ownership interest, in the Divestiture Assets except as permitted herein or with the consent of the Commissioner;
- (p) **“Divestiture Agreement”** means a binding and definitive agreement between Respondent and a Purchaser to effect a Divestiture pursuant to this Agreement that has been approved by the Commissioner;
- (q) **“Divestiture Assets”** means, subject to the terms of any relevant Divestiture Agreement and any Related Agreements, all of the right, title and interest in, to and under, or relating to, the assets, property and undertaking owned or used or held by Astral for use primarily in, or reasonably necessary to, the Divested Business;
- (r) **“Divestiture Trustee”** means the Person appointed pursuant to Part V of this Agreement (or any substitute appointed thereto) and any employees, agents or other Persons acting for or on behalf of the Divestiture Trustee;
- (s) **“Divestiture Trustee Assets”** means the Divestiture Assets in respect of which a Divestiture has not been completed prior to the expiry of the Initial Sale Period;
- (t) **“Divestiture Trustee Sale”** means the Divestiture to be conducted by the Divestiture Trustee pursuant to Part V of this Agreement;
- (u) **“Divestiture Trustee Sale Period”** means the period that commences upon expiry of the Initial Sale Period and ends 180 days thereafter, except that for any of the Divestiture Trustee Assets, any day after the

Commissioner has approved the Divestiture of those Divestiture Trustee Assets and on which one or more applications has been filed with the CRTC to effect the Divestiture of those Divestiture Trustee Assets but before the CRTC has issued its decision on those applications shall not be included in computing the Divestiture Trustee Sale Period in respect of those Divestiture Trustee Assets;

- (v) **“First Reference Date”** has the meaning set out in Paragraph 3(c) of this Agreement;
- (w) **“Hold Separate Employees”** means those employees of Astral who are employed primarily in connection with or reasonably necessary to the Divestiture Assets, and **“Hold Separate Employee”** means any one of them;
- (x) **“Hold Separate Manager”** means Pierre Boivin (or any substitute appointed under the Voting Trust Agreement) to manage the operation of the Divested Business, and any employees, agents or other Persons acting for or on behalf of the Hold Separate Manager;
- (y) **“Hold Separate Period”** means the period that commences at Closing and ends upon the completion of the Divestiture of all the Divestiture Assets;
- (z) **“Interpretation Act”** means the *Interpretation Act*, R.S.C. c. I-21, as amended;
- (aa) **“Initial Sale Period”** means the period that commences at Closing and ends at the time set out in Confidential Schedule A to this Agreement;
- (bb) **“Material Contracts”** has the meaning set out in the Transaction Agreement;
- (cc) **“Monitor”** means the Person appointed pursuant to Part X of this Agreement (or any substitute appointed thereto), and any employees, agents or other Persons acting for or on behalf of the Monitor;
- (dd) **“Monitor Agreement”** means the agreement described in Section 31 of this Agreement;
- (ee) **“Parties”** means the Commissioner and Respondent collectively, and **“Party”** means either one of them;
- (ff) **“Person”** means any individual, sole proprietorship, partnership, joint venture, firm, corporation, unincorporated organization, trust, or other business or government entity, and any subsidiaries, divisions, groups or Affiliates thereof;

- (gg) **“Programming Service”** means a pay or specialty programming service licensed by the CRTC for supply by a Programming Undertaking to Distribution Undertakings and includes any high definition, 3D or other version or multiplex of that programming service;
- (hh) **“Programming Undertaking”** has the meaning set out in subsection 2(1) of the *Broadcasting Act*, S.C. 1991, c. 11, as amended;
- (ii) **“Purchaser”** means a Person that acquires Divestiture Assets pursuant to this Agreement and a Divestiture Agreement;
- (jj) **“Records”** means records within the meaning of subsection 2(1) of the Act;
- (kk) **“Related Agreements”** means any and all agreements (other than the Divestiture Agreement) between Respondent and a Purchaser in connection with a Divestiture;
- (ll) **“Respondent”** means BCE Inc., its directors, officers, employees, agents, representatives, successors and assigns; and all joint ventures, Subsidiaries, divisions, groups and Affiliates controlled by BCE Inc., including, after Closing, Astral, and the respective directors, officers, employees, agents, representatives, successors and assigns of each;
- (mm) **“Second Reference Date”** has the meaning set out in Paragraph 3(d) of this Agreement;
- (nn) **“Subsidiary”** has the meaning set out in subsection 2(3) of the Act;
- (oo) **“Third Party”** means any Person other than the Commissioner, Respondent or a Purchaser;
- (pp) **“Transaction”** means the transaction described in the first recital to this Agreement;
- (qq) **“Transaction Agreement”** means the arrangement agreement between Respondent and Astral dated March 16, 2012, as amended;
- (rr) **“Tribunal”** means the Competition Tribunal established by the *Competition Tribunal Act*, R.S.C. 1985, c.19 (2nd Supp.); and
- (ss) **“Voting Trust Agreement”** means the voting trust agreement substantially in the form attached as Schedule C hereto, whereby voting control of the Divested Business is transferred to the Hold Separate Manager.

II. COMMISSIONER APPROVAL OF DIVESTITURE

- [2] A Divestiture may proceed only with the prior approval of the Commissioner in accordance with this Part.
- [3] Respondent (prior to the expiry of the Initial Sale Period) or the Divestiture Trustee (during the Divestiture Trustee Sale Period), as the case may be, shall comply with the following process for seeking and obtaining a decision of the Commissioner regarding his approval of a proposed Divestiture:
- (a) Respondent (during the Initial Sale Period) or the Divestiture Trustee (during the Divestiture Trustee Sale Period), as the case may be, shall promptly:
 - (i) inform the Commissioner of any negotiations with a prospective Purchaser that may lead to a Divestiture; and
 - (ii) forward to the Commissioner copies of any agreement relating to a Divestiture that is signed with a prospective Purchaser, including non-binding expressions of interest.
 - (b) Respondent or the Divestiture Trustee, as the case may be, shall promptly notify the Commissioner that it intends to enter into a Divestiture Agreement with a prospective Purchaser, or has entered into an agreement that, if approved by the Commissioner, will be a Divestiture Agreement within the meaning of this Agreement. Such notice shall be in writing and shall include: the identity of the proposed Purchaser; the details of the proposed Divestiture Agreement and any Related Agreements; and information concerning whether and how the proposed Purchaser would, in the view of Respondent or the Divestiture Trustee, as the case may be, likely satisfy the terms of this Agreement.
 - (c) Within 14 days following receipt of the notice described in Paragraph 3(b), the Commissioner may request additional information relevant to his assessment of the proposed Divestiture from any or all of Respondent, the Divestiture Trustee, the Monitor, the Hold Separate Manager and the prospective Purchaser. These Persons, as applicable, shall each provide any additional information requested from them. When they have provided a complete response to the Commissioner's request, as applicable, these Persons shall comply with the following procedures:
 - (i) the Divestiture Trustee shall provide written confirmation to the Commissioner that the Divestiture Trustee has provided to the Commissioner all additional information requested from the Divestiture Trustee;

- (ii) the Monitor shall provide written confirmation to the Commissioner that the Monitor has provided to the Commissioner all additional information requested from the Monitor;
- (iii) an officer or other duly authorized representative of Respondent shall certify that he or she has examined any additional information provided by Respondent to the Commissioner and that such information is, to the best of his or her knowledge and belief, correct and complete in all material respects;
- (iv) an officer or other duly authorized representative of the Hold Separate Manager shall certify that he or she has examined any additional information provided by the Hold Separate Manager to the Commissioner and that such information is, to the best of his or her knowledge and belief, correct and complete in all material respects; and
- (v) an officer or other duly authorized representative of the prospective Purchaser shall certify that he or she has examined any additional information provided by the prospective Purchaser to the Commissioner and that such information is, to the best of his or her knowledge and belief, correct and complete in all material respects.

The date on which the last of Respondent, the Hold Separate Manager and the prospective Purchaser provides to the Commissioner a confirmation or certification required under this Paragraph is the “**First Reference Date**”.

- (d) Within 7 days after the First Reference Date, the Commissioner may request further additional information relevant to his assessment of the proposed Divestiture from any or all of Respondent, the Divestiture Trustee, the Monitor, the Hold Separate Manager and the prospective Purchaser. These Persons shall each provide any further additional information requested from them. When they have provided a complete response to the Commissioner’s request, if any, these Persons shall comply with the procedures outlined in Paragraph 3(c)(i)-(v) in regard to the further additional information provided. The date on which the last of Respondent, the Hold Separate Manager and the prospective Purchaser provides to the Commissioner a confirmation or certification required under this Paragraph is the “**Second Reference Date**”.
- (e) The Commissioner shall notify Respondent or the Divestiture Trustee, as the case may be, of his approval of, or objection to, a proposed Divestiture as soon as possible, and in any event within 14 days after the date on which the Commissioner receives that notice described in Paragraph 3(b) or, if he requests any additional information under Paragraph 3(c) or

further additional information under Paragraph 3(d), within 10 days after the later of:

- (i) the First Reference Date; and
 - (ii) the Second Reference Date, if any.
- (f) The Commissioner's determination as to whether to approve or object to a proposed Divestiture shall be in writing. Where such approval is given after a request for an advance ruling certificate pursuant to section 102 of the Act has been made, the Commissioner shall issue a letter to Respondent indicating that the Commissioner does not, at that time, intend to make an application under section 92 of the Act in respect of the transactions contemplated by the Divestiture Agreement, and that the Commissioner waives any applicable notification requirement or waiting period.

[4] The Commissioner has sole discretion to determine whether to approve a proposed Divestiture. In exercising such discretion, the Commissioner shall take into account the likely impact of that Divestiture on competition, and may consider any other relevant factor, including whether the following criteria are satisfied:

- (a) the proposed Purchaser is fully independent of and operates at arm's length from Respondent;
- (b) Respondent will have no direct or indirect significant interest, and no direct or indirect ownership interest, in the Divestiture Assets following the Divestiture, subject to Section 45 below;
- (c) the proposed Purchaser is committed to carrying on the Divested Business;
- (d) the proposed Purchaser has the managerial, operational and financial capability to compete effectively in the supply of Programming Services to Distribution Undertakings; and
- (e) the proposed Purchaser will (i) if the Commissioner grants his approval during the Initial Sale Period, complete the Divestiture prior to the expiry of the Initial Sale Period; or (ii) if the Commissioner grants his approval during the Divestiture Trustee Sale Period, complete the Divestiture during the Divestiture Trustee Sale Period.

III. HOLD SEPARATE

[5] During the Hold Separate Period, the Voting Trust Agreement shall remain in effect unless the Transaction Agreement is terminated in accordance with its

terms. As applicable, Respondent shall instruct the Hold Separate Manager to perform all duties imposed on it in this Agreement.

- [6] Respondent shall obtain the Commissioner's approval prior to appointing any substitute Hold Separate Manager under the Voting Trust Agreement or amending the Voting Trust Agreement. The provisions of this Agreement respecting the Hold Separate Manager shall apply in the same manner to any substitute Hold Separate Manager.

IV. INITIAL SALE PERIOD

- [7] Respondent shall use commercially reasonable efforts to complete the Divestiture of all the Divestiture Assets during the Initial Sale Period in accordance with the provisions of this Part and Confidential Schedule A.

- [8] During the Initial Sale Period, Respondent shall, upon the request of the Commissioner (not to be made more than every 21 days), promptly provide to the Commissioner and to the Monitor a written report describing the progress of its efforts to effect the Divestiture of all the Divestiture Assets. The report shall include a description of contacts, negotiations, due diligence and offers regarding the Divestiture Assets, the name, address and phone number of all parties contacted and of prospective Purchasers who have come forward. Respondent shall, within 5 Business Days, respond to any reasonable request by the Commissioner for additional information regarding the status of Respondent's efforts to complete the Divestiture of all the Divestiture Assets. An officer or other duly authorized representative of Respondent shall certify that he or she has examined the information provided in any such response and that such information is, to the best of his or her knowledge and belief, correct and complete in all material respects.

V. DIVESTITURE TRUSTEE SALE PROCESS

- [9] In the event that Respondent fails to complete the Divestiture of all the Divestiture Assets during the Initial Sale Period, the Commissioner shall appoint a Divestiture Trustee, to complete the Divestiture of the Divestiture Trustee Assets in accordance with this Agreement. Such appointment may be made at any time prior to the expiry of the Initial Sale Period or on such later date as the Commissioner determines.

- [10] By the later of the end of the Initial Sale Period and 5 Business Days after the appointment of the Divestiture Trustee, Respondent shall instruct the Hold Separate Manager to grant the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the Divestiture of the Divestiture Trustee Assets.

- [11] Without limiting the Commissioner's discretion to require additional terms, Respondent consents to and shall instruct the Hold Separate Manager to enter into an agreement with the Divestiture Trustee that shall include the following terms:

- (a) The Divestiture Trustee shall complete the Divestiture of the Divestiture Trustee Assets as expeditiously as possible, and in any event prior to expiry of the Divestiture Trustee Sale Period.
- (b) The Divestiture Trustee shall use reasonable efforts to negotiate terms and conditions for such Divestiture(s) that are as favourable to Respondent as are reasonably available at that time; however, such Divestiture(s) shall not be subject to any minimum price. The Divestiture Trustee's opinion of what constitutes favourable terms and conditions and what constitutes reasonably available terms and conditions, is subject to review and approval by the Commissioner in his sole discretion.
- (c) Subject to oversight and approval by the Commissioner, the Divestiture Trustee shall have full and exclusive authority during the Divestiture Trustee Sale Period:
 - (i) to complete the Divestiture of the Divestiture Trustee Assets in accordance with the provisions of this Part;
 - (ii) to solicit interest in a possible Divestiture by whatever process or procedure the Divestiture Trustee believes is suitable to allow a fair opportunity for one or more prospective good faith Purchasers to offer to acquire the Divestiture Trustee Assets;
 - (iii) to enter into a Divestiture Agreement with a Purchaser that will be legally binding on Respondent;
 - (iv) to negotiate reasonable commercial covenants, representations, warranties and indemnities to be included in a Divestiture Agreement; and
 - (v) to employ, at the expense of Respondent, such consultants, accountants, legal counsel, investment bankers, business brokers, appraisers, and other representatives and assistants as the Divestiture Trustee reasonably believes are necessary to carry out the Divestiture Trustee's duties and responsibilities.
- (d) Where any Person makes a good faith inquiry respecting a possible purchase of Divestiture Trustee Assets, the Divestiture Trustee shall notify such Person that the Divestiture is being made and shall provide to such Person a copy of this Agreement, with the exception of the provisions hereof that are confidential pursuant to Section 57 of this Agreement.
- (e) Where, in the opinion of the Divestiture Trustee, a Person has a good faith interest in purchasing Divestiture Trustee Assets and has executed a confidentiality agreement, in a form satisfactory to the Commissioner only, with the Divestiture Trustee protecting any Confidential Information

that such Person may receive in the course of its due diligence review of the Divestiture Trustee Assets, the Divestiture Trustee shall:

- (i) promptly provide to such Person all information respecting the Divestiture Trustee Assets that is determined by the Divestiture Trustee to be relevant and appropriate;
 - (ii) permit such Person to make reasonable inspection of the Divestiture Trustee Assets and of all financial, operational or other non-privileged Records and information, including Confidential Information, that may be relevant to the Divestiture; and
 - (iii) give such Person as full and complete access as is reasonable in the circumstances to the personnel involved in managing the Divestiture Trustee Assets.
- (f) The Divestiture Trustee shall have no obligation or authority to operate or maintain the Divestiture Trustee Assets.
- (g) The Divestiture Trustee shall provide to the Commissioner and to the Monitor, if any, within 14 days after the Divestiture Trustee's appointment and thereafter every 21 days, a written report describing the progress of the Divestiture Trustee's efforts to complete the Divestiture. The report shall include a description of contacts, negotiations, due diligence and offers regarding the Divestiture Trustee Assets, the name, address and phone number of all parties contacted and of prospective Purchasers who have come forward. The Divestiture Trustee shall, within 3 Business Days, respond to any request by the Commissioner for additional information regarding the status of the Divestiture Trustee's efforts to complete the Divestiture of the Divestiture Trustee Assets.
- (h) The Divestiture Trustee shall notify Respondent and the Commissioner immediately upon the signing of any letter of intent or agreement in principle relating to the Divestiture Trustee Assets, and shall provide to Respondent a copy of any executed Divestiture Agreement upon receipt of Commissioner approval of the Divestiture contemplated in such Divestiture Agreement.
- [12] Respondent shall not be involved in the Divestiture process during the Divestiture Trustee Sale Period or in any negotiations with prospective Purchasers undertaken by the Divestiture Trustee, nor will Respondent have contact with prospective Purchasers during the Divestiture Trustee Sale Period, except to the extent requested by the Divestiture Trustee and approved by the Commissioner.
- [13] Subject to any legally recognized privilege, Respondent and the Hold Separate Manager shall provide to the Divestiture Trustee full and complete access to all personnel, Records, information (including Confidential Information) and facilities relating to the Divestiture Trustee Assets, to enable the Divestiture

- Trustee to conduct its own investigation of the Divestiture Trustee Assets and to provide access and information to prospective Purchasers.
- [14] Respondent shall take no action that interferes with or impedes, directly or indirectly, the Divestiture Trustee's efforts to complete the Divestiture of the Divestiture Trustee Assets.
- [15] Respondent and the Hold Separate Manager shall fully and promptly respond to all reasonable requests from the Divestiture Trustee and shall provide all information the Divestiture Trustee may reasonably request. Respondent shall identify an individual who shall have primary responsibility for fully and promptly responding to such requests from the Divestiture Trustee on behalf of Respondent.
- [16] Respondent will do all such acts and execute all such documents, and will cause the doing of all such acts and the execution of all such documents as are within its power to cause the doing or execution of, as may be reasonably necessary to ensure that the Divestiture Trustee Assets are divested in the Divestiture Trustee Sale Period and that agreements entered into by the Divestiture Trustee are binding upon and enforceable against Respondent.
- [17] Respondent shall be responsible for all reasonable fees and expenses properly charged or incurred by the Divestiture Trustee in the course of carrying out the Divestiture Trustee's duties and responsibilities under this Agreement. The Divestiture Trustee shall serve without bond or security, and shall account for all fees and expenses incurred. Respondent shall pay all reasonable accounts submitted by the Divestiture Trustee within 30 days after receipt. In the event of any dispute: (i) such account shall be subject to the approval of the Commissioner only; and (ii) Respondent shall promptly pay any account approved by the Commissioner. Any outstanding monies owed to the Divestiture Trustee by Respondent shall be paid out of the proceeds of the Divestiture.
- [18] Respondent shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation or defence of any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from malfeasance, gross negligence or bad faith by the Divestiture Trustee.
- [19] If the Commissioner determines that the Divestiture Trustee has ceased to act or has failed to act diligently, the Commissioner may, after giving Respondent 3 Business Days notice of his intention to do so during which Respondent may provide input on the identity of the substitute Divestiture Trustee, remove the Divestiture Trustee and appoint a substitute Divestiture Trustee. The provisions of this Agreement respecting the Divestiture Trustee shall apply in the same manner to any substitute Divestiture Trustee.

- [20] Respondent may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, legal counsel, investment bankers, business brokers, appraisers, and other representatives and assistants to sign an appropriate confidentiality agreement in a form satisfactory to the Commissioner; provided, however, that such agreement shall not restrict the Divestiture Trustee from providing any information to the Commissioner.
- [21] The Commissioner may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, legal counsel, investment bankers, business brokers, appraisers, and other representatives and assistants to sign an appropriate confidentiality agreement relating to materials and information the Divestiture Trustee may receive from the Commissioner in connection with the performance of the Divestiture Trustee's duties.
- [22] Notwithstanding any term of this Agreement, the obligations and powers of the Divestiture Trustee under this Agreement shall not expire until the Divestiture of all the Divestiture Trustee Assets is completed.

VI. THIRD PARTY CONSENTS

- [23] In connection with any Divestiture Agreement (whether negotiated by Respondent or by the Divestiture Trustee), Respondent shall use commercially reasonable efforts to obtain any consents and waivers from Third Parties under Material Contracts that are necessary to permit the Divestiture contemplated by the Divestiture Agreement.

VII. BEHAVIOURAL COMMITMENTS

- [24] For a period of 10 years commencing on Closing, Respondent shall not include or enforce any provision in or in connection with an affiliation agreement with a Person that could reasonably be expected to prevent the launch of a Programming Service by that Person or prevent its distribution to another Person. For greater certainty, for the purpose of this Agreement the existence, low price or widespread distribution of a Programming Service shall not be found to prevent the launch or distribution of a second Programming Service unless it is tied to the existence, characteristics or performance of that second Programming Service.
- [25] For a period commencing on Closing and ending 7 years after the Divestiture of all the Divestiture Assets, Respondent shall not include any provision in or in connection with an affiliation agreement that could reasonably be expected to prevent another Person from offering The Movie Network or SuperÉcran, including their multiplex channels, on a stand-alone basis, provided, for greater certainty, that nothing in this Agreement prevents Respondent from creating incentives for or requiring a Person to offer any of The Movie Network, TMN Encore and their multiplex channels together as a package or to offer any of SuperÉcran, Cinépop and their multiplex channels together as a package.

[26] For a period commencing on Closing and ending 7 years after the Divestiture of all the Divestiture Assets, Respondent shall not, directly or indirectly:

- (a) refuse to make available or condition the availability of any of its Programming Services to any Distribution Undertaking on whether that Distribution Undertaking or any other Distribution Undertaking agrees to carry any other separately licensed Programming Service;
- (b) condition any carriage terms for any of its Programming Services to any Distribution Undertaking on whether that Distribution Undertaking or any other Distribution Undertaking agrees to carry any other separately licensed Programming Service;

provided, however, that nothing in the Agreement shall prevent or limit Respondent's right or ability to offer Distribution Undertakings multiservice or other discounts, promotions, rebates or similar programs.

VIII. EMPLOYEES

[27] Respondent (during the Initial Sale Period), the Divestiture Trustee (during the Divestiture Trustee Sale Period) and the Hold Separate Manager shall provide to any prospective Purchaser and to the Monitor (or if there is no Monitor, to the Commissioner) information relating to the Hold Separate Employees to enable such Purchaser to make decisions regarding offers of employment to such employees, subject to the terms of the Divestiture Agreement and any Related Agreements. The Monitor (or if there is no Monitor, the Commissioner) shall review the information provided to ensure that it is sufficient to enable the Purchaser to make such decisions. Respondent shall, subject to the terms of the Divestiture Agreement and any Related Agreements:

- (a) not interfere, directly or indirectly, with any negotiations by a Purchaser to employ any such employees;
- (b) not offer any incentive to such employees to decline employment with the Purchaser or to accept other employment with Respondent;
- (c) remove any impediment that may deter such employees from accepting employment with the Purchaser;
- (d) waive any non-compete or confidentiality provisions of employment or other contracts that could impair the ability of such employees to be employed by the Purchaser; and
- (e) pay or transfer to or maintain for the employees subsequently employed by Purchaser all current and accrued bonuses, pensions and other current and accrued benefits to which such employees would otherwise have been entitled had they remained in the employment of Respondent until the completion of the applicable Divestiture.

- [28] For a period of 1 year following completion of the Divestiture of all the Divestiture Assets, Respondent shall not, without the prior written consent of the Commissioner, directly or indirectly solicit or employ any Persons employed in connection with the Divestiture Assets who has accepted an offer of employment with the Purchaser unless such Person's employment has been terminated by the Purchaser; provided however that the foregoing will not prohibit generalized solicitations of employment not directed towards any such Person or solicitation through a search firm that was not encouraged or instructed by Respondent to undertake the solicitation of any such Person, and any resulting employment of such a Person.

IX. FAILURE OF DIVESTITURE TRUSTEE SALE

- [29] If, by the end of the Divestiture Trustee Sale Period, the Divestiture of all the Divestiture Trustee Assets has not been completed, or if the Commissioner is of the opinion that the Divestiture of all the Divestiture Trustee Assets likely will not be completed prior to the end of the Divestiture Trustee Sale Period, the Commissioner may apply to the Tribunal, at his election, for either (i) such order as is necessary to complete the Divestiture of all the Divestiture Trustee Assets; or (ii) such order as is necessary to ensure that the Transaction is not likely to prevent or lessen competition substantially, provided that nothing in this Agreement other than Section 59 limits any defences Respondent may assert in response to such an application.

X. MONITOR

- [30] The Commissioner may appoint a Monitor, responsible for monitoring compliance by Respondent with this Agreement. Such appointment may occur at any time following registration of this Agreement. At least 3 Business Days prior to the appointment of a Monitor, the Commissioner shall inform the Respondent of his intention to make the appointment and Respondent may provide input to the Commissioner on the identity of the Monitor. A reference in this Agreement to specific monitoring functions or tasks that are to be undertaken by the Monitor shall in no way detract from the Monitor's general power and duty to monitor all aspects of Respondent's compliance with this Agreement.
- [31] Within 5 Business Days after the appointment of the Monitor, Respondent shall submit to the Commissioner for approval the terms of a proposed Monitor Agreement with the Monitor and the Commissioner that transfers to the Monitor all rights and powers necessary to permit the Monitor to monitor compliance by Respondent with this Agreement.
- [32] Within 5 Business Days after receipt of the proposed Monitor Agreement referred to in Section 31, the Commissioner shall advise Respondent whether or not he approves the terms of the proposed Monitor Agreement. If the Commissioner does not approve the terms of the proposed Monitor Agreement, he shall describe the alternative terms for the Monitor Agreement that would be required to obtain his

approval and Respondent shall incorporate such terms into a revised Monitor Agreement in respect of which Respondent shall follow the procedure set out in Section 31 and this Section 32.

- [33] Respondent consents to the following terms and conditions regarding the Monitor's rights, powers, duties, authority and responsibilities, and shall include such terms in the Monitor Agreement:
- (a) The Monitor shall have the power and authority to monitor Respondent's compliance with this Agreement, and shall exercise such power and authority and carry out the duties and responsibilities of the Monitor in a manner consistent with the purposes of this Agreement and in consultation with the Commissioner.
 - (b) The Monitor shall have the authority to employ, at the expense of Respondent, such consultants, accountants, legal counsel and other representatives and assistants as the Monitor reasonably believes are necessary to carry out the Monitor's duties and responsibilities.
 - (c) The Monitor shall have no obligation or authority to operate or maintain the Divestiture Assets.
 - (d) The Monitor shall act for the sole benefit of the Commissioner, maintain all confidences and avoid any conflict of interest.
 - (e) The Monitor shall have no duties of a fiduciary nature to Respondent.
 - (f) The Monitor shall provide to the Commissioner every 30 days after the date of the Monitor's appointment, a written report concerning performance by Respondent of its obligations under this Agreement. The Monitor shall, within 3 Business Days, respond to any request by the Commissioner for additional information regarding Respondent's compliance.
- [34] Subject to any legally recognized privilege, Respondent shall provide to the Monitor full and complete access to all personnel, Records, information (including Confidential Information) and facilities relevant to monitoring Respondent's compliance with this Agreement.
- [35] Respondent shall take no action that interferes with or impedes, directly or indirectly, the Monitor's efforts to monitor Respondent's compliance with this Agreement.
- [36] Respondent shall fully and promptly respond to all reasonable requests from the Monitor as are relevant to monitoring Respondent's compliance with this Agreement and shall provide all information the Monitor may reasonably request. Respondent shall identify an individual who shall have primary responsibility for fully and promptly responding to such requests from the Monitor as are relevant to

monitoring Respondent's compliance with this Agreement on behalf of Respondent.

- [37] Respondent may require the Monitor and each of the Monitor's consultants, accountants, legal counsel and other representatives and assistants to sign an appropriate confidentiality agreement in a form satisfactory to the Commissioner and Respondent; provided, however, that such agreement shall not restrict the Monitor from providing any information to the Commissioner.
- [38] The Commissioner may require the Monitor and each of the Monitor's consultants, accountants, legal counsel and other representatives and assistants to sign an appropriate confidentiality agreement relating to materials and information the Monitor may receive from the Commissioner in connection with the performance of the Monitor's duties.
- [39] Respondent shall be responsible for all reasonable fees and expenses properly charged or incurred by the Monitor in the course of carrying out the Monitor's duties under this Agreement. The Monitor shall serve without bond or security, and shall account for all fees and expenses incurred. Respondent shall pay all reasonable accounts submitted by the Monitor within 30 days after receipt. In the event of any dispute: (i) such account shall be subject to the approval of the Commissioner only; and (ii) Respondent shall promptly pay any account approved by the Commissioner. Any outstanding monies owed to the Monitor by Respondent shall be paid out of the proceeds of the Divestiture.
- [40] Respondent shall indemnify the Monitor and hold the Monitor harmless against any losses, claims, damages, liabilities or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparation or defence of any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from malfeasance, gross negligence or bad faith by the Monitor.
- [41] If the Commissioner determines that the Monitor has ceased to act or has failed to act diligently, the Commissioner may remove the Monitor and appoint a substitute Monitor in accordance with Sections 30 to 32. The provisions of this Agreement respecting the Monitor shall apply in the same manner to any substitute Monitor.
- [42] The Monitor shall serve such time as is necessary to monitor Respondent's compliance with this Agreement.

XI. COMPLIANCE

- [43] Within 5 Business Days after the Closing Date, Respondent shall provide written confirmation to the Commissioner of the date on which the Transaction was completed.

- [44] Respondent shall provide a copy of this Agreement to each of its own and its Affiliates' directors, officers, employees and agents having managerial responsibility for any obligations under this Agreement, within 5 Business Days after the Closing Date. Respondent shall ensure that its directors, officers, employees and agents with responsibility for any obligations under this Agreement receive sufficient training or instructions respecting Respondent's responsibilities and duties under this Agreement, and the steps that such individuals must reasonably take to effect Respondent's compliance with this Agreement.
- [45] Respondent shall not, for a period of 10 years after the date when the Divestiture of all the Divestiture Assets is completed, take any steps to directly or indirectly acquire any significant interest, or any ownership interest in the Divested English Services or the Divested French Services, without the prior written approval of the Commissioner.
- [46] For a period of 2 years after the date when the Divestiture of all the Divestiture Assets is completed, Respondent shall not, without providing advance written notification to the Commissioner in the manner described in this Section, take any steps to directly or indirectly acquire any assets or shares of, or any other ownership interest in any Programming Service. If any such transaction is one for which notice is not required under section 114 of the Act, Respondent shall supply to the Commissioner the information described in section 16 of the *Notifiable Transactions Regulations* at least 30 days before completing such transaction. Respondent shall certify such information in the same manner as would be required if section 118 of the Act applied. The Commissioner may, within 30 days after receiving the information described in section 16 of the *Notifiable Transactions Regulations*, request that Respondent supply additional information that is relevant to the Commissioner's assessment of the transaction. In the event that the Commissioner issues such a request for additional information, Respondent shall supply information to the Commissioner in the form specified by the Commissioner and shall not complete such transaction until at least 30 days after Respondent has supplied all such requested information in the form specified by the Commissioner.
- [47] 6 months after the date of registration of this Agreement and annually for the next 7 years on the anniversary of that date, and at such other times as the Commissioner may require, Respondent shall file an affidavit or certificate, substantially in the form of Schedule B to this Agreement, certifying its compliance with Parts VII, VIII and XI of this Agreement and setting out the following information in detail:
- (a) the steps taken to ensure compliance;
 - (b) the controls in place to verify compliance; and
 - (c) the names and titles of employees who have oversight of compliance.

[48] If any of Respondent, the Hold Separate Manager, the Divestiture Trustee or the Monitor becomes aware that there has been or likely has been a breach of any of the terms of this Agreement, such Person shall, within 5 Business Days after becoming aware of the breach or likely breach, notify the Commissioner thereof, and shall provide details sufficient to describe the nature, date and effect (actual and anticipated) of the breach or likely breach. If any of Respondent, the Hold Separate Manager, the Divestiture Trustee or the Monitor at any time becomes aware of a possible breach of any of the terms of this Agreement, such Person shall immediately take all steps reasonably necessary to determine whether there has in fact been, or likely has been, a breach of any of the terms of this Agreement. Respondent shall provide confirmation of its compliance with this provision in all affidavits and certificates of compliance filed with the Commissioner pursuant to Section 47 of this Agreement.

[49] Respondent shall notify the Commissioner at least 10 days prior to:

- (a) any proposed dissolution of Respondent;
- (b) any other change in Respondent including, but not limited to, a reorganization, material acquisition, disposition or transfer of assets, or any fundamental change for purposes of Respondent's incorporating statute, if such change may affect compliance obligations arising out of this Agreement.

[50] For the period commencing when this Agreement is registered and ending 10 years after the Divestiture of all the Divestiture Assets is completed, for purposes of determining or securing compliance with this Agreement, and subject to any legally recognized privilege, Respondent shall, upon written request given at least 10 days in advance to Respondent by the Commissioner, permit any authorized representative(s) of the Commissioner, without restraint or interference:

- (a) to access, during regular office hours of Respondent on any Business Day(s), all facilities and to inspect and copy all Records in the possession or control of Respondent that the Commissioner believes are necessary for determining or securing compliance with this Agreement, which copying services shall be provided by Respondent at its expense; and
- (b) to interview such officers, directors or employees of Respondent as the Commissioner requests regarding such matters.

XII. DURATION

[51] This Agreement shall become effective on the date when it is registered, and shall remain in effect for 10 years following the Divestiture of all the Divestiture Assets, except that Parts II, III, IV, V and VI of this Agreement shall be effective only until the Divestiture of all the Divestiture Assets is complete, and provided

that this Agreement shall terminate upon termination of the Transaction Agreement if the Transaction is not completed.

XIII. NOTICES

[52] For a notice, report, consent, approval, written confirmation or other communication required or permitted to be given under this Agreement to be valid,

- (a) it must be in writing and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered mail; (3) courier service; (4) facsimile; or (5) electronic mail; and
- (b) it must be addressed to the receiving party at the address(es) listed below, or to any other address designated by the receiving party in accordance with this Section.

if to the Commissioner:

Commissioner of Competition
Competition Bureau Canada
Place du Portage, 21st Floor
50 Victoria Street, Phase I
Gatineau, Quebec K1A 0C9

Attention: Commissioner of Competition
Fax: (819) 953-5013
Email address: MergerNotification@cb-bc.gc.ca

with copies to:

Steve Sansom, Counsel
Competition Bureau Legal Services
Department of Justice
Place du Portage, 22nd Floor
50 Victoria Street, Phase I
Gatineau, Quebec K1A 0C9
Fax: (819) 953-9267
Email address: steve.sansom@cb-bc.gc.ca

if to Respondent:

1 Carrefour Alexander-Graham-Bell
Building A, 7th floor
Montréal, QC H3E 3B3

Attention: Corporate Secretary

Fax: (514) 786-3801

with a copy to:

Executive Vice President and Chief Legal & Regulatory Officer
BCE Inc.
160 Elgin St.
Ottawa, Ontario K2P 2C4

[53] A notice, consent or approval under this Agreement is effective on the day that it is received by the receiving Party. A notice, consent or approval is deemed to have been received as follows:

- (a) if it is delivered in person, by registered mail or by courier, upon receipt as indicated by the date on the signed receipt;
- (b) if it is delivered by facsimile, upon receipt as indicated by the time and date on the facsimile confirmation slip;
- (c) if it is delivered by electronic mail, when the recipient, by an email sent to the email address for the sender stated in this Section or by a notice delivered by another method in accordance with this Section, acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for purposes of this Section.

If a notice is received after 5:00 p.m. local time, or on a day that is not a Business Day, then the notice shall be deemed to have been received on the next Business Day.

[54] Notwithstanding Sections 52 and 53, a notice, report, consent, approval, written confirmation or other communication that is not communicated in accordance with Sections 52 and 53 is valid if a representative of the Party to this Agreement that is the recipient of such communication confirms the receipt and sufficiency of such communication.

XIV. GENERAL

[55] In this Agreement:

- (a) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (b) **Time Periods** – Computation of time periods shall be in accordance with the *Interpretation Act*, R.S.C. 1985, c. I-21, and the definition of “holiday” in the *Interpretation Act* shall include Saturday.

- [56]** The Commissioner shall file this Agreement with the Tribunal for registration in accordance with section 105 of the Act. Respondent hereby consents to such registration. Following the filing of this Agreement the Commissioner shall issue a letter to Respondent indicating that the Commissioner does not, at that time, intend to make an application under section 92 of the Act in respect of the Transaction.
- [57]** Information in Confidential Schedule A shall be made public upon the expiry of the Initial Sale Period.
- [58]** The Commissioner may, after informing Respondent, extend any of the time periods contemplated by this Agreement other than the time periods in Part VII, Part XI or Part XII. The Commissioner shall act reasonably in considering requests for extensions. If any time period is extended, the Commissioner shall promptly notify Respondent of the revised time period. If any of the time periods in Section 3 are extended, the Initial Sale Period or the Divestiture Trustee Sale Period, as applicable, shall be extended by the same length of time. Notwithstanding anything in this Section, the time periods in Section 3 in respect of any of the Divestiture Assets may only be extended by more than 30 days in the aggregate with the prior written approval of Respondent.
- [59]** Nothing in this Agreement precludes Respondent or the Commissioner from bringing an application under section 106 of the Act. Respondent will not, for the purposes of the execution, registration, enforcement, variation or rescission of this Agreement, contest the Commissioner's present conclusions that, as of the date of this Agreement: (i) the Transaction is likely to result in a substantial lessening and/or prevention of competition in the supply of English and French Programming Services to Distribution Undertakings; and (ii) the implementation of this Agreement is necessary to ensure that any substantial lessening and/or prevention of competition will not result from the Transaction.
- [60]** Subject to Section 29 of this Agreement, Respondent attorns to the jurisdiction of the Tribunal solely for the purposes of this Agreement and any proceeding initiated by the Commissioner relating to this Agreement.
- [61]** Nothing in this Agreement imposes on Respondent any obligation to provide to any Person Records or information that is subject to any legally recognized privilege.
- [62]** This Agreement constitutes the entire agreement between the Commissioner and Respondent, and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, with respect to the subject matter hereof.
- [63]** This Agreement shall be governed by and interpreted in accordance with the laws of Ontario and the laws of Canada applicable therein, without applying any otherwise applicable conflict of law rules.

- [64] In the event of a dispute regarding the interpretation, implementation or application of this Agreement, the Commissioner or Respondent may apply to the Tribunal for directions or an order. In the event of any discrepancy between the English language version of this Agreement and the French language version of this Agreement, the English language version of this Agreement shall prevail. In no event shall any dispute suspend the Initial Sale Period or the Divestiture Trustee Sale Period.
- [65] Respondent shall not attempt to influence, directly or indirectly, any Person in which it has an ownership interest to take any action that would be contrary to this Agreement if it were done by Respondent. For greater certainty, Respondent shall not be found to be in breach of this Agreement as a result of conduct undertaken by a Person over which Respondent does not have control.
- [66] This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same Agreement.

The undersigned hereby agree to the filing of this Agreement with the Tribunal for registration.

DATED this 4th day of March, 2013

COMMISSIONER OF COMPETITION

Original signed by John Pecman

Name: John Pecman

Title: Interim Commissioner of Competition

BCE INC.

Original signed by Mirko Bibic

I/We have authority to bind the corporation

Name: Mirko Bibic

Title: Executive Vice President and Chief Legal and Regulatory Officer

**CONFIDENTIAL SCHEDULE A
INITIAL SALE PERIOD**

[CONFIDENTIAL]

SCHEDULE B

FORM OF COMPLIANCE CERTIFICATION/AFFIDAVIT

I, [name], of [place], hereby certify¹ in accordance with the terms of the Registered Consent Agreement dated • between BCE Inc. and the Commissioner of Competition, that:

1. I am the [title] of BCE Inc., and have personal knowledge of the matters deposed to herein, unless they are stated to be on information and belief, in which cases I state the source of such information and believe it to be true.
2. On [date], BCE Inc. entered into a Consent Agreement (the “Consent Agreement”) with the Commissioner of Competition (the “Commissioner”) in connection with the acquisition by BCE Inc. of Astral Media Inc. (the “Transaction”).
3. The Transaction closed on [date] (the “Closing Date”).
4. The Divestiture of [list relevant Divested Assets] to [Purchaser] was completed on [date]. [Repeat as necessary.]
5. Pursuant to Section 47 of the Consent Agreement, Respondent is required to file annual reports certifying its compliance with Parts VII, VIII and XI of the Consent Agreement.

Oversight of Compliance

6. [Names/titles] have primary responsibility for overseeing compliance with this Agreement.

Closing Date

7. Pursuant to Section 43 of the Consent Agreement, Respondent is required to provide written confirmation to the Commissioner of the date on which the Transaction was completed. Such notice was provided on [date].

Circulation of Consent Agreement

8. Pursuant to Section 44 of the Consent Agreement, Respondent is required to provide a copy of the Consent Agreement to each of its own and its Affiliates’ directors, officers, employees and agents having managerial responsibility for any obligations under the Consent Agreement, within 5 Business Days after the

¹ If this is drafted as an affidavit, the words “hereby certify” should be removed and should be replaced with “make oath and say”. An affidavit should be sworn under oath. A certificate should be certified by a Commissioner for taking affidavits.

Closing Date. The Consent Agreement was circulated by [whom] to [provide list] on [dates].

9. Pursuant to Section 44 of the Consent Agreement, Respondent is required to ensure that its directors, officers, employees and agents with responsibility for any obligations under the Consent Agreement receive sufficient training or instructions respecting Respondent's responsibilities and duties under the Consent Agreement. The following training has been provided: **[provide list of who was trained and by whom as well as a general statement of the content of the training]**

Behavioural Commitments

10. Sections 24 to 26 provide that Respondent shall not do certain things in connection with its affiliation agreements. Respondent has fully complied with the terms of these Sections.

Employees

11. Section 27 of the Consent Agreement requires Respondent to take various steps in regard to its employees employed primarily in connection with or reasonably necessary to the Divestiture Assets. Respondent has fully complied with the terms of this Section and, more particularly:

[Note: Describe steps taken to facilitate employee transfer to Purchaser, having regard to the terms of Section 27; provide data on the # of employees who have transferred to the Purchaser.]

Notification of Breach

12. Based on my personal knowledge and my inquiries of [provide names], I am not aware of any breach or likely breach of any of the terms of the Consent Agreement within the meaning of Section 48 of the Consent Agreement.

DATED ●.

Commissioner of Oaths

Name and Title of Certifying Officer

SCHEDULE C
VOTING TRUST AGREEMENT

VOTING TRUST AGREEMENT

THIS AGREEMENT made the [●] day of [●], 2013

BETWEEN:

BCE Inc., a corporation existing under the laws of Canada ("**Bell**")

-and-

Pierre Boivin

(hereinafter referred to as the "**Trustee**")

RECITES THAT:

Whereas on 16 March 2012 Bell and Astral Media Inc. (the "**Corporation**") entered into an arrangement agreement providing for Bell's acquisition of all of the outstanding Class A non-voting shares, Class B subordinate voting shares and special shares of Astral (the "**Astral Shares**") by way of statutory plan of arrangement (the "**Arrangement**"), subject to certain terms and conditions;

And whereas on 16 November 2012, Bell and the Corporation entered into an Amending Agreement to the Arrangement Agreement, subject to certain terms and conditions;

And whereas each of Bell and the Corporation owns, directly or indirectly, voting shares and partnership interests (the "**Licensee Interests**") in entities that hold various licences and authorizations issued by the Canadian Radio-television and Telecommunications Commission (the "**CRTC**");

And whereas the Licensee Interests include voting shares and partnership interests in entities ("**Radio Licensees**") that hold radio broadcasting licences ("**Radio Licensee Interests**") issued by the CRTC as well as in entities ("**Television Licensees**") that hold conventional television, pay, pay-per-view and specialty licences ("**Television Licensee Interests**") issued by the CRTC;

And whereas the proposed transfer of ownership or control of the Corporation's Licensee Interests to Bell will require the prior approval of the CRTC ("**CRTC Substantive Approval**") sought in the Corporation's application to the CRTC which is being filed concurrently with this Application;

And whereas in local broadcast markets with eight commercial radio stations or more operating in a given language, the CRTC's Common Ownership Policy for radio broadcasting undertakings limits to two the number of stations in the same language and band that may be owned or controlled by a single person, and the combination of the Corporation's Radio Licensee Interests with Bell's Radio Licensee Interests, would exceed that cap in certain markets.

And whereas the combination of Bell's and the Corporation's Licensee Interests in Television Licensees may cause the combined national television viewing share of Bell and the Corporation, as measured by the CRTC, to exceed a level at which the CRTC may have concerns with respect to an application for a change of control.

And whereas, in order to comply with the Common Ownership Policy, and in order to reduce the combined national television viewing share of Bell and the Corporation, Bell has filed and will file any additional applications that are required, to seek the CRTC's approval of intra-corporate reorganizations of securities or assets ("**Reorganization Transactions**") to facilitate the sale to third parties of

- a) the Radio Licensee Interests ("**Excess Radio Licensee Interests**") in the Radio Licensees (the "**Excess Radio Licensees**") listed in Schedule 1; and
- b) the Television Licensee Interests ("**Excess Television Licensee Interests**") in the Television Licensees (the "**Excess Television Licensees**") listed in Schedule 1.

And whereas the lists of Excess Radio Licensees and Excess Television Licensees in Schedule 1 may be amended from time to time by Bell and any references in this Agreement to Excess Radio Licensees and Excess Television Licensees shall include any such amendments;

And whereas the Reorganisation Transactions will require prior CRTC approval on terms acceptable to Bell ("**CRTC Reorganization Approval**");

And whereas, it is proposed that, upon completion of the Reorganization Transactions, the right to exercise voting rights in relation to the Excess Radio Licensee Interests and the Excess Television Licensee Interests be granted to the Trustee pending a sale to third parties of the Excess Radio Licensee Interests and the Excess Television Licensee Interests for the benefit of Bell provided that such sales satisfy the requirements of the CRTC's Common Ownership Policy and the CRTC's examination of the transaction pursuant to the Diversity of Voices Policy, and subject to the terms and conditions of the VTA and to obtaining the required regulatory approvals from the CRTC ("**CRTC Sale Approvals**").

And whereas Bell is of the view that the exercise by the Trustee of the voting control of the Excess Radio Licensee Interests and the Excess Television Licensee Interests for the benefit of Bell on and subject to the terms and conditions herein contained, is an appropriate mechanism to ensure that ownership of the Excess Radio Licensee Interests and the Excess Television Licensee Interests remains with Bell pending their sale, while ensuring that all voting rights associated with the Excess Radio Licensee Interests and the Excess Television Licensee Interests (and hence effective control) are exercised by an independent, arm's-length party, pending the CRTC's consideration of the proposed transfer of ownership or control of the Excess Radio Licensee Interests and the Excess Television Licensee Interests, as per the CRTC's policy regarding use of trust arrangements set out in Public Notice CRTC 1999-196;

And whereas the exercise of the Trustee of the voting control of the Excess Radio Licensee Interests and the Excess Television Licensee Interests provides assurance that Bell's obligation not to exercise control over the operations of the Excess Radio Licensee Interests and the Excess Television Licensee Interests following the closing of the Arrangement and prior to the sale of the Excess Radio Licensee Interests and the Excess Television Licensee Interests will be satisfied;

And whereas the establishment of this voting trust with the Trustee in accordance with the terms and conditions of this Agreement is consistent with the policy regarding trust arrangements set out in Public Notice CRTC 1999-196 and with the Common Ownership Policy for radio set out in Public Notice CRTC 1998-41 and Broadcasting Public Notice CRTC 2008-4, as amended from time to time, and will result in a lower combined national English-language television viewing share of

Bell and the Corporation that will be the subject of a close examination by the CRTC as indicated in its Diversity of Voices Policy¹;

And whereas the foregoing recitals are those of Bell and not of the Trustee;

Now therefore in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bell and the Trustee hereby covenant and agree as follows:

1. Creation and Purpose of Voting Trust

Subject to the terms and conditions of this Agreement, a voting trust in respect of the Deposited Interests (as defined in paragraph 2(a) below) is hereby created and the Trustee hereby accepts the trust created hereby and agrees to serve as Trustee hereunder in accordance with the terms and conditions hereof.

Subject as provided below, the voting trust created hereby, once executed, shall be irrevocable until the assumption of ownership and control over all of the Deposited Interests by one or more third party acquirors pursuant to the provisions of this Agreement.

2. Acquisition and Holding of Deposited Interests

- (a) Bell shall, concurrent with the completion of the Reorganization Transactions, subject to any guarantees and security interests granted in favour of any financial institution(s) to secure loans made by such financial institution(s) to enable Bell to acquire all or part of the Excess Radio Licensee Interests and the Excess Television Licensee Interests, grant (or cause to be granted) to the Trustee the right to exercise all voting rights attached to the Excess Radio Licensee Interests and the Excess Television Licensee Interests then owned or subsequently acquired (Excess Radio Licensee Interests and the Excess Television Licensee Interests in respect of which voting rights are granted to the Trustee being hereinafter referred to as the "**Deposited Interests**") for the benefit of Bell. Bell shall ensure that any such guarantees or security interests are subject to any applicable regulatory requirements.
- (b) When so requested by Bell in writing, the Trustee shall deliver to Bell acknowledgements in writing as to the number, class, face amount and other characteristics as applicable of the Deposited Interests held by the Trustee at the time of such request.
- (c) Subject to the requirements of any agreement granting any guarantees or security interests in the Deposited Interests in favour of any financial institution(s) to secure loans made by such financial institution(s) to enable Bell to acquire all or part of the Astral Shares, the Trustee shall retain and hold the share certificates and other instruments evidencing the Deposited Interests, which shall at all times be and remain in the Trustee's possession, only in accordance with and subject to the terms and conditions set forth in this Agreement.

¹ Broadcasting Public Notice CRTC 2008-4, 15 January 2008.

- (d) As directed in writing by Bell (but without becoming personally liable with respect thereto), the Trustee shall cause the granting of guarantees and security interests (subject to applicable regulatory requirements), or give acknowledgements of any existing guarantees or security interests referred to in paragraph 2(a) above, in the Deposited Interests securing loans made by one or more financial institutions to Bell to enable Bell to acquire all or part of the Astral Shares. The Trustee shall not cause the execution of any hypothecation agreement unless it contains provisions stating that:
- (i) voting rights for any pledged shares or other interests and all rights of the Trustee hereunder will remain with the Trustee, even in the event of a default by Bell on the loans (a "Default");
 - (ii) in the event of a Default, there will be a public or private sale of the pledged shares or other instruments or interests that are Deposited Interests; and
 - (iii) prior to the exercise of rights by the secured party or by a purchaser of such shares or other instruments or interests that are Deposited Interests, the prior approval of the CRTC (if required) will be obtained.

The Trustee shall have no authority to sell, transfer, assign, pledge or otherwise dispose of or encumber the Deposited Interests, except to the extent otherwise specifically provided in this Agreement.

3. Maintenance of Records

The Trustee shall maintain such records and books as are necessary or appropriate to enable the Trustee to carry out the terms and conditions of this Agreement.

4. Voting and Other Actions by Trustee

- (a) During the term of this Agreement, all voting rights with respect to the Deposited Interests, and the right as shareholder or partner to take part in or consent to any corporate or shareholder or partner action of any kind with respect to the Excess Radio Licensee Interests and the Excess Television Licensee Interests shall be vested in and exercised by the Trustee.
- (b) During the term of this Agreement, all voting rights with respect to the Deposited Interests, and the right as shareholder or partner to take part in or consent to any corporate or shareholder or partner action of any kind with respect to the Excess Radio Licensee Interests and the Excess Television Licensee Interests shall be vested in and exercised by the Trustee, who shall vote or cause the Deposited Interests to be voted, and otherwise exercise such voting rights and rights as shareholder or partner, as follows:
- (i) to cause such actions to be taken as the Trustee may deem necessary so as to maintain the continuity of the operations and general character of the Excess Radio Licensee Interests and the Excess Television Licensee Interests in the ordinary course of their respective businesses, including satisfying commitments that are legally binding on the Excess Radio Licensees and the Excess Television Licensees including, for greater

certainly, to vote against any sale of assets outside the ordinary course of business except as part of a Reorganization Transaction or to a third party pursuant to the terms of this Agreement;

- (ii) to require a shareholders meeting to be held if necessary and to remove from office by ordinary resolution, in accordance with advice from his legal advisor, who, to the best of the Trustee's knowledge, shall not be legal counsel to Bell or Astral or any of their shareholders, affiliates or subsidiaries ("**Legal Advice**"), any director of the Excess Radio Licensees and the Excess Television Licensees who the Trustee believes, acting reasonably, will not in the future be an Assisting Director. For these purposes, an "**Assisting Director**" is any person who at all times acts in a manner consistent with maintaining the continuity of the operations and general character of the Excess Radio Licensees and the Excess Television Licensees in the ordinary course of their respective businesses (including satisfying commitments that are legally binding on the Excess Radio Licensees and the Excess Television Licensees), who does not waste corporate assets or otherwise act in a manner inconsistent with the fiduciary responsibilities of a director, and who provides written confirmation (a "**Confirmation**") when requested to do so by the Trustee that the director is and intends in the future to be an Assisting Director;
- (iii) to replace, in a manner consistent with all legal and regulatory requirements, any member of the board of directors of any Excess Radio Licensee or Excess Television Licensee who resigns or is removed for cause as specified in subparagraph (ii) of this paragraph 4(a). In exercising these powers to elect or appoint new directors, the Trustee shall not appoint a person who, to the best of the Trustee's knowledge, is a partner, officer, employee, director, significant shareholder, affiliate, or competitor of Bell or of Astral or of an Excess Radio Licensee or an Excess Television Licensee, or who, to the best of the Trustee's knowledge, has any professional business or familial relationship or Associate relationship, within the meaning of the Broadcast Regulations, with Bell or any partner, officer, employee, director, significant shareholder, affiliate, or competitor of Bell or of Astral or an Excess Radio Licensee or an Excess Television Licensee (any such person so related to Bell or to Astral or an Excess Radio Licensee or an Excess Television Licensee being hereinafter referred to as a "**Non-Independent**");
- (iv) in any manner necessary based on Legal Advice and applicable regulatory requirements, to elect or appoint as directors of the Excess Radio Licensees and the Excess Television Licensees such additional individuals as the Trustee in his absolute discretion determines (which may include the Trustee), provided that any individual to be elected or appointed as director has provided to the Trustee a Confirmation and the Trustee believes, acting reasonably, that the individual is not a Non-Independent and will be an Assisting Director, to vacancies on the board of directors of the Excess Radio Licensees and the Excess Television Licensees during the term of this Agreement.

- (v) subject to subparagraphs (i), (ii), (iii) and (iv) of this paragraph 4(a), in the Trustee's absolute discretion based on Legal Advice and subject to the rights of any other person having a voting interest in an Excess Radio Licensee and/or an Excess Television Licensee to
 - (A) re-elect or re-appoint at annual shareholders meetings of the Excess Radio Licensees and the Excess Television Licensees and at any other shareholders meetings of the Excess Radio Licensees and the Excess Television Licensees at which directors are to be elected, or to appoint each director of the Excess Radio Licensees and the Excess Television Licensees who was a director prior to such meeting,
 - (B) otherwise fill vacancies existing on the board of directors of the Excess Radio Licensees and the Excess Television Licensees in a manner consistent with applicable regulatory requirements, and
 - (C) appoint auditors of the Excess Radio Licensees and the Excess Television Licensees and authorize the directors to fix the auditors' remuneration;
- (vi) to deliver to the Excess Radio Licensees and the Excess Television Licensees and each of their respective directors a written declaration
 - (A) requiring that copies of all monthly management and operational reports and financial data relating to the Excess Radio Licensees and the Excess Television Licensees that are prepared in the ordinary course of business shall be delivered to the Trustee; and
 - (B) providing that the powers of such directors are restricted in that they may not use such powers to cause the Excess Radio Licensees and the Excess Television Licensees to carry on business except in the ordinary course;
- (vii) in the manner necessary so that the Excess Radio Licensees and the Excess Television Licensees shall carry on business in the ordinary course, not make or permit any changes out of the ordinary course, except as provided in this Agreement. The Trustee agrees that, subject to the foregoing, he intends to cause the Excess Radio Licensees and the Excess Television Licensees to operate their respective businesses only in the ordinary course, consistent with past practice, applicable legal and regulatory requirements and conditions of licences, and in particular, to cause the Excess Radio Licensees and the Excess Television Licensees to act in a manner designed to safeguard their assets and maintain the continuity of their operations and of their respective subsidiaries, including maintaining in good standing all licences issued to the Excess Radio Licensees and the Excess Television Licensees, maintaining the general character of the Excess Radio Licensees' and the Excess Television Licensees' operations and preserving their business organizations and relationships with customers, suppliers and others;

- (viii) upon notice in writing from Bell, to obtain such waivers or consents from the Excess Radio Licensees' and the Excess Television Licensees' lenders as are necessary to implement the terms of this Agreement; or, to the extent such consents or waivers cannot be obtained, to obtain replacement financing on terms acceptable to Astral and Bell;
- (ix) in order to:
 - (A) assist in the implementation of, and implement, any Reorganisation Transaction and any CRTC approvals which may be required in connection with any of the transactions described in this Agreement;
 - (B) obtain for and provide to Bell all written information and such commercially reasonable assistance as may be requested by Bell in writing from any Excess Radio Licensee and Excess Television Licensee in order to obtain any CRTC approvals which may be required in connection with any of the transactions described in this Agreement; and
 - (C) obtain (to the extent not already obtained) all approvals, consents and waivers to avoid or cure any breach of any applicable law or of any obligation of any Excess Radio Licensee and/or Excess Television Licensee under any material agreement or any loss or threatened loss of any material rights of the Excess Radio Licensees and the Excess Television Licensees and satisfy all conditions attached to all such approvals, consents and waivers

(the actions to be taken pursuant to clauses 4(b)(ix), (A), (B) and (C) above being herein referred to as "**Transaction Completion Assistance**").

In the event that based on Legal Advice, the Trustee determines that any director of an Excess Radio Licensee or an Excess Television Licensee is preventing an Excess Radio Licensee or an Excess Television Licensee from complying, or refusing to give any authorization required to enable an Excess Radio Licensee or an Excess Television Licensee to comply, or refusing to give any authorization required to enable an Excess Radio Licensee or an Excess Television Licensee to comply with the foregoing, or is otherwise opposing, impeding or impairing such compliance, the Trustee shall, to the extent within the Trustee's power and control, vote or cause the Deposited Interests to be voted and otherwise exercise such voting rights and rights as a shareholder to remove such director from office in accordance with Legal Advice and in a manner that ensures continuous compliance with any regulatory requirements.

- (c) No person other than the Trustee shall have any voting rights in respect of any of the Deposited Interests so long as this Agreement is in effect; provided that the Trustee may appoint a proxy to vote the Deposited Interests solely in the manner directed by the Trustee. The Trustee shall have no direct or indirect beneficial interest in or right to the Deposited Interests in his capacity as Trustee or otherwise.

- (d) The Trustee shall cause the certificates and all other documents representing all of the Deposited Interests then held by the Trustee to be delivered to the purchaser or purchasers of the Excess Radio Licensees and/or the Excess Television Licensees upon receipt of a written order by Bell, and shall take all other actions appropriate to effectuate the transfer as ordered in writing by Bell, of anything held by the Trustee pursuant to this Agreement, at such time as the Trustee receives a written notice from Bell authorizing such transfer.
- (e) If Bell, by notice in writing to the Trustee (a **"Request Sale Notice"**), informs the Trustee that it has completed any steps required by the CRTC Substantive Approval and the CRTC Reorganization Approval to be taken prior to the sale of the Deposited Interests in respect of the Excess Radio Licensees and the Excess Television Licensees, then to the extent within the Trustee's power and control the Trustee shall
 - (i) sell the Deposited Interests for the benefit of Bell as soon as practicable, consistent with the objective of obtaining the best value reasonably obtainable to Bell on an after-tax basis and after reasonable consultation with Bell as to the terms and proposed parties to any such transaction based on advice received from those advisors he deems appropriate, provided such advisors are not, to the best of the Trustee's knowledge, immediately prior to and during the term of this Agreement, advisors to, and do not have any material professional, business, or familial relationship with Bell, its shareholders, subsidiaries, or affiliates (**"Advice"**) including, without limitation, causing the Excess Radio Licensees and the Excess Television Licensees to be reorganized and/or to pay dividends and to make distributions on their respective securities as the Trustee determines based on Advice so as to maximize after-tax proceeds, and
 - (ii) have discretion, in a manner consistent with the Trustee's fiduciary obligations hereunder, in determining the sale procedure, in selecting the purchasing party or parties and in determining the terms of such sales with a view to obtaining the best value reasonably obtainable, and such procedures may include effecting a transfer of the Deposited Interests to a trust approved by the CRTC and established on behalf of an acquirer of any Excess Radio Licensee and Excess Television Licensee (including the securities of any entity),

provided, however, that Bell may withdraw the Request Sale Notice at any time prior to the consummation of any such sale, subject to the independent concurrence by the Trustee based on Advice as to such withdrawal. All sales shall be conducted in compliance with applicable securities and communications laws, and shall be subject to such prior regulatory approvals as may be required. Nothing herein provides, nor shall it be construed to provide, Bell with an absolute veto over any such sales.

- (f) During the term of the voting trust, Bell by notice in writing to the Trustee may require the Trustee from time to time to take any step, action or proceeding as may be necessary or advisable in connection with obtaining the required regulatory approvals, including the disposition or proposed disposition of assets of any Excess Radio Licensee and the Excess Television Licensee (including the securities of any

entity) (a “**Regulatory Disposition**”), as set out in such notice (a “**Regulatory Disposition Notice**”). Such a Regulatory Disposition Notice may require the Trustee to effect a Regulatory Disposition to a trust approved by the CRTC and established on behalf of an acquirer of any Excess Radio Licensee and Excess Television Licensee (including the securities of any entity). Upon a Regulatory Disposition Notice being given, the Trustee shall take all action required by Bell in such notice to cause the Excess Radio Licensees and the Excess Television Licensees, to the extent necessary, to comply with such notice and to render all assistance required by Bell in connection therewith in the manner and upon the terms set out in Bell's notice subject to any requirements of applicable law.

- (g) By notice in writing to the Trustee, Bell may require the Trustee from time to time, to the extent within the Trustee's power and control to take any step, action or proceeding in connection with the business, corporate and capital structure of the Excess Radio Licensees and the Excess Television Licensees and/or the disposition or proposed disposition of the assets of the Excess Radio Licensees and the Excess Television Licensees (including the shares of any subsidiary) set out in such notice. Upon any such notice being given, the Trustee shall take all action required by Bell in such notice to cause the Excess Radio Licensees and the Excess Television Licensees, to the extent necessary, to comply with such notice and to render all assistance required by Bell in connection therewith in the manner and upon the terms set out in Bell's notice subject to any requirements of applicable law.
- (h) Subject to the terms of this Agreement, if the Trustee receives an offer for the acquisition of the Deposited Interests, the Trustee shall inform Bell of such offer, and shall reject any such offer unless indicated otherwise by Bell in writing.

5. Concerning the Trustee

- (a) Subject to the provisions of this Agreement, the voting trust created hereby shall be managed by the Trustee.
- (b) The Trustee shall be entitled to receive compensation for his services hereunder at the times and in the amounts as may be agreed to in writing between the Trustee and Bell.
- (c) The Trustee is expressly authorized to incur and pay all reasonable charges and other expenses which the Trustee deems necessary and proper in the performance of the Trustee's duties under this Agreement, including for legal counsel and other advisors of his choosing retained on a *per diem* or hourly basis as the Trustee deems appropriate (or, in, the event of any requirement for an advisor in connection with a disposition or proposed disposition under paragraph 4(e), (f) or (g) above retained on such other reasonable basis as the Trustee deems appropriate) as well as for office space and equipment and clerical assistance as the Trustee may reasonably require to allow the Trustee to perform the Trustee's duties hereunder. Bell hereby agrees to reimburse and to indemnify the Trustee against all claims, costs of defence or claims (including reasonable legal fees and disbursements), expenses and liability incurred by the Trustee in connection with the performance of the Trustee's duties under this Agreement, except those incurred as a result of the Trustee's gross negligence, intentional wrongful action or wilful misconduct. Bell agrees to make any payments to the Trustee pursuant to this paragraph within thirty

(30) days of submission by the Trustee of an invoice or bill therefor, plus appropriate supporting documentation. In the case of any fees and disbursements of any legal or other advisor retained by the Trustee, the Trustee will arrange for copies of the accounts therefor to be given to Bell and to set out therein in reasonable detail a description of the services rendered together with appropriate supporting documentation.

- (d) The Trustee shall be free from liability in acting upon any paper, document or signature believed by the Trustee to be genuine and to have been signed by the proper party. The Trustee shall not be liable for any error of judgment in any act done or omitted, nor for any mistake of fact or law, nor for anything which the Trustee may do or refrain from doing in good faith. In order to obtain Legal Advice and Advice, the Trustee may consult with legal, accounting and business advisors of his own choosing. Wherever in this Agreement it is provided that the Trustee may take (or not take) some step, action or proceeding based on or in accordance with Legal Advice or Advice, so obtaining such Advice or Legal Advice and acting (or refraining from so acting) thereupon shall be optional to the Trustee and the obtaining of such Advice or Legal Advice shall not be a condition precedent to the taking (or the refraining from taking) of such step, action or proceeding. Nevertheless, any action, step or proceeding taken (or not taken) in good faith by the Trustee and in accordance with the Legal Advice or other Advice, as appropriate, (whether or not it is provided in this Agreement that such step, action or proceeding is to be taken (or not taken) based upon or in accordance with Legal Advice or Advice) shall be conclusive on the parties to this Agreement and the Trustee shall be fully protected and be subject to no liability in respect thereto.
- (e) The rights and duties of the Trustee hereunder shall terminate upon the Trustee's bankruptcy, insolvency or death, and no interest in any of the Deposited Interests held by the Trustee nor any of the rights and duties of a Trustee may be transferred in any manner except as provided in this Agreement. The trustee or other personal representatives of a bankrupt, insolvent or deceased Trustee shall, however, have the right and duty to convey any Deposited Interests held by the Trustee to one or more successor Trustees.
- (f) The Trustee may resign by giving thirty (30) days' advance written notice of resignation to Bell, provided that a successor Trustee has been identified, received all necessary regulatory approvals to be appointed, and been appointed, and that any orders granting such approval have become final orders with respect to which no actions, requests for stay, petitions for rehearing or reconsideration, or appeals are pending, and as to which the time for filing any such request, petition or appeal has expired. Bell shall not unreasonably delay in the appointment of a successor Trustee.
- (g) Bell may remove the Trustee on ten (10) days' written notice to the Trustee, provided
 - (i) the removal of the Trustee and the appointment of a successor Trustee have first received all necessary regulatory approvals,
 - (ii) any orders granting such approval have become final orders with respect to which no actions, requests for stay, petitions for rehearing or

reconsideration, or appeals are pending, and as to which the time for filing any such request, petition or appeal has expired, and

- (iii) the successor Trustee is appointed contemporaneously with the removal of the Trustee.
- (h) In the event of the resignation, bankruptcy, insolvency or death of the Trustee, he shall be succeeded by a successor Trustee identified by Bell, subject to such prior approvals of the CRTC as may be required. Any successor Trustee shall succeed to all of the rights and obligations of the Trustee replaced hereunder upon the execution by such successor Trustee of a counterpart of this Agreement.
- (i) The Trustee warrants that he is not a Non-Independent; that he is not a non-Canadian within the meaning of the *Direction to the CRTC (Ineligibility of Non-Canadians)*, SOR/97-192 ("Non-Canadian"); and that the Trustee will not take any action that will constitute the Trustee a Non-Independent or a Non-Canadian during his tenure as Trustee. Any successor Trustee designated pursuant to paragraphs (f), (g) or (h) of this Section 5 shall not be a Non-Independent or a Non-Canadian.

6. Dividends, Distribution of Proceeds of Sale of Shares or Assets

Subject to the requirements of any agreement granting any security interest in the Deposited Interests in favour of any financial institution or institutions to secure loans made by such financial institution(s) to enable Bell to acquire all or part of the Deposited Interests, Bell shall remain the legal and beneficial owner of the Deposited Interests, all income in respect of the Deposited Interests shall accrue to the benefit of Bell, and:

- (a) Bell or its designee shall be entitled to receive, from time to time, payments of dividends, interest, or other distributions (other than voting shares or partnership interests in an Excess Radio Licensee and/or an Excess Television Licensee) if any, collected or received by the Trustee with respect to Deposited Interests. Such payments shall be made to or to the order of Bell by the Trustee as soon as practicable after the receipt of such dividends, interest or other distributions. In lieu of receiving such dividends, interest or other distributions and paying them to Bell or its designee, the Trustee may instruct the Excess Radio Licensee and the Excess Television Licensee in writing to pay such dividends or other distributions directly to Bell or its designee. In the event the Trustee gives such a written instruction to the Excess Radio Licensee and/or the Excess Television Licensee, all liability of the Trustee with regard to the payment of such dividends or other distributions shall cease, unless and until such instruction is revoked. The Trustee may at any time revoke such instruction by written notice to the Excess Radio Licensee and the Excess Television Licensee and direct it to make subsequent payments to the Trustee;
- (b) in the event the Trustee receives any voting shares or partnership interest in an Excess Radio Licensee or an Excess Television Licensee through a dividend or other distribution with respect to any Deposited Interests, the Trustee shall hold such shares or interests subject to this Agreement as Deposited Interests for the benefit of Bell or its designee and such shares or interests shall become subject to all of the terms and conditions of this Agreement to the same extent as if they were Deposited Interests acquired by the Trustee pursuant to paragraph 2(a) hereof;

- (c) in the event of the sale of all or substantially all of the assets of an Excess Radio Licensee or an Excess Television Licensee, the dissolution or total or partial liquidation of an Excess Radio Licensee or an Excess Television Licensee or its subsidiary, or the sale, exchange or transfer of all or part of the Deposited Interests, the Trustee shall receive the money, securities, rights or property which are distributed or are distributable in respect thereof, or which are received in exchange therefor, and, after paying (or reserving for payment thereof) any expenses incurred pursuant to this Agreement, shall distribute such money, securities, rights or property to Bell or its designee; and
- (d) if at any time during the term of this Agreement, the Trustee shall receive or collect any money or other property through distribution by an Excess Radio Licensee, or an Excess Television Licensee or its parent, other than as set forth in paragraphs (a), (b) or (c) of this Section 6, the Trustee shall distribute such money or other property to Bell or its designee.

7. Commencement of Voting Trust and Termination

The obligations of the parties hereunder shall commence immediately upon the deposit of the Deposited Interests to the Trustee, and shall terminate upon the sale of all of the Deposited Interests pursuant to one or more Request Sale Notices as contemplated hereunder and the complete distribution of the proceeds to Bell, except that

- (a) the indemnity obligations of Bell and Bell's obligations to pay amounts owing to the Trustee will continue in effect notwithstanding the termination of this Agreement, and
- (b) in the event that it is not necessary to sell all of the Deposited Interests in order for Bell to comply with the CRTC's Common Ownership Policy (in the case of the Excess Radio Licensees or any of them) and/or the CRTC's Diversity of Voices Policy (with respect to the Excess Television Licensees) (a "Change in Situation"), the Trustee shall terminate this Agreement prior to the sale of all of the Deposited Interests upon being advised in writing of the Change in Situation, and obtaining Legal Advice confirming the consistency of such Change in Situation with communications law.

8. Communications

- (a) On a monthly basis, and otherwise when requested in writing by Bell, the Trustee shall communicate with and provide reports to Bell concerning the business, maintenance and the operation of the Excess Radio Licensees and the Excess Television Licensees.
- (b) Other than as provided in paragraph 8(a) or elsewhere in this Agreement, neither Bell, nor any of its officers, directors, significant shareholders or affiliates shall communicate with the Trustee regarding the operation or management of any Excess Radio Licensee or Excess Television Licensee. Bell may communicate with the Trustee concerning the transfer of the Deposited Interests, other information on the procedures of implementing the Arrangement and other procedures required to be taken pursuant to the terms hereof including, in the event of a Request Sale Notice or Regulatory Disposition Notice, information that could assist the Trustee in determining the manner in which the disposition of any shares or assets to be

disposed of by the Trustee may be carried out so as to maximize the after-tax proceeds of such disposition to the ultimate recipients thereof.

- (c) Any communication permitted by paragraphs 8(a) or 8(b) hereof shall be in writing to the extent reasonably practicable.
- (d) Where deemed appropriate by the Trustee, the Trustee shall provide Bell or its counsel with copies of all written materials sent to or received from the CRTC with respect to the receipt of CRTC Substantive Approval and CRTC Reorganization Approval, and report orally to Bell or its counsel on the nature and substance of all oral communications with the CRTC with respect to the receipt of CRTC Substantive Approval and CRTC Reorganization Approval, all to be provided or reported on as soon as reasonably possible;
- (e) Apart from that specified in paragraph (d), any notice, consent, direction, request or other communication required or permitted to be given hereunder ("**Notice**") must be in writing, sent by personal delivery, courier or electronic mail, and addressed:

- (i) if to Bell at:

BCE Inc.
1, Carrefour Alexander-Graham-Bell
Building A7
Verdun, Québec
H3E 3B3

Attention: Corporate Secretary
Fax: (514) 766-8161
E-mail: alain.dussault@bell.ca

with a copy (which shall not constitute notice) to:

McCarthy Tétrault LLP
1000 De La Gauchetière Street West, Suite 2500
Montréal, Québec
H3B 0A2

Attention: Garth M. Girvan and Frédéric Cotnoir
Telephone: (416) 601-7574 and (514) 397-4407
E-mail: ggirvan@mccarthy.ca and fcotnoir@mccarthy.ca

- (ii) if to the Trustee at:

Pierre Boivin
1698, St-Patrick Street, app. 505
Montréal, Québec
H3K 369

Attention: Pierre Boivin
Fax: (514) 878-5295
E-mail: pboivin@claridgeinc.com

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP

Attention: Michael D. Vineberg
Telephone: (514) 841-6434
E-mail: mvineberg@dwpv.com

- (iii) A Notice is deemed to be given and received
 - (A) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is day other than a Saturday, Sunday or day on which major banks are closed for business in Montreal, Québec or Toronto, Ontario ("Business Day") and the delivery was made prior to 4:30 p.m. (local time in place of receipt) and otherwise on the next Business Day, and
 - (B) if sent by overnight courier, on the next Business Day.
- (iv) A party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the changed address. Any element of an address that is not specifically changed in a Notice will be deemed not to be changed.
- (v) Sending a copy of a Notice to legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice.

9. Miscellaneous

- (a) Except for the written agreement between the Trustee and Bell as to the Trustee's fees for so acting, this Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties hereto in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties hereto have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.
- (b) This Agreement may be amended from time to time in any manner specified in a written notice given by Bell to the Trustee to which is attached copies of an amending agreement executed by Bell for such purpose; provided that all necessary approvals, if any, to each such amendment shall first be obtained from the CRTC. If any such amendment affects in any way, any of the rights of the Trustee herein or increases the amount of any liability or potential liability of the Trustee hereunder as

a result of acting pursuant hereto, the Trustee shall not be bound to agree to any such amendment. Subject to the foregoing, the Trustee shall execute the copies of the amending agreement attached to the notice and return at least two (2) copies to Bell.

- (c) This Agreement becomes effective only when executed by Bell and the Trustee. After that time, it will be binding upon and enure to the benefit of Bell, the Trustee, and their respective successors and permitted assigns except that, subject to paragraphs (f), (g) and (h) of Section 5, this Agreement and the trusts hereof shall not be assignable by the Trustee.
- (d) If any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.
- (e) This Agreement will be governed by, interpreted and enforced in accordance with the Laws of the Province of Québec and the federal Laws of Canada applicable therein. Except in respect of matters within the jurisdiction of the CRTC, each Party hereto irrevocably attorns and submits to the exclusive jurisdiction of the Québec Courts situated in the City of Montreal and waives objection to the venue of any proceeding in such Court or that such Court provides an inconvenient forum.
- (f) This Agreement may be executed in any number of counterparts (including counterparts by facsimile or electronic mail) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.
- (g) The Trustee shall comply based on Legal Advice with Public Notice CRTC 1999-196 and all rules, regulations and policies of the CRTC.
- (h) The parties agree and acknowledge that (i) Bell has agreed to the arrangements provided for in this Agreement pending sale of the Excess Radio Licensee Interests and Excess Television Licensee Interests as contemplated herein, and (ii) by agreeing to these arrangements, Bell is not in any way transferring, conveying, selling, assigning, hypothecating, mortgaging, pledging, granting a security interest in, charging or otherwise disposing, alienating or encumbering, or otherwise dealing with in a similar manner, its legal or beneficial interest in and to the Deposited Interests, nor is Bell under any current unconditional agreement or commitment to take any such action.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the parties have executed this Agreement.

BCE Inc.

Per: _____

Name: [●]

Title: [●]

Name: **Pierre Boivin**