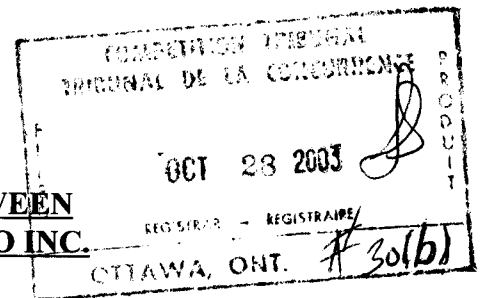


AMENDED CONSENT AGREEMENT
IN RELATION TO THE TRANSACTION BETWEEN
ASTRAL MEDIA INC. AND TELEMEDIA RADIO INC.



WHEREAS Astral Media Inc. (“Astral”) has entered into an agreement to acquire certain radio businesses, including radio businesses in the Province of Quebec, of Telemedia Radio Inc. (“Telemedia”) (the acquisition of the aforementioned Quebec radio businesses hereinafter referred to as the “Transaction”, as more particularly defined in clause 1(tt) hereof);

AND WHEREAS the Commissioner of Competition has competitive concerns and has filed an application before the Competition Tribunal under section 92 of the *Competition Act* for an order prohibiting Astral and Telemedia from proceeding with the Transaction;

AND WHEREAS the CRTC has granted licences for new French-language radio broadcasting undertakings in Gatineau/Ottawa and Quebec City and has called for and received applications for new French-language radio broadcasting undertakings to serve Montreal, Sherbrooke, Trois-Rivières and Chicoutimi/Jonquière;

AND WHEREAS the Commissioner declares himself satisfied that the Agreement set out herein will be sufficient to avoid any substantial lessening or prevention of competition in the relevant market(s) which may result from the completion of the Transaction;

AND WHEREAS in order to resolve the above-mentioned section 92 application, Astral, Telemedia and the Commissioner hereby agree as follows:

Definitions

1. For the purposes of this Agreement, the following definitions shall apply:
 - (a) “Agreement” means this consent agreement entered into by Astral, Telemedia and the Commissioner;
 - (b) “AM Divestiture Trust Agreement” has the meaning set forth in clause 15;
 - (c) “AM Divestiture Trustee” has the meaning set forth in clause 15;
 - (d) “AM Purchaser(s)” means the purchaser(s) of any or all AM Stations as a result of the Divestiture(s) of these stations under this Agreement;
 - (e) “AM Stations” means CKAC (Montreal), CHRC (Quebec City), CJRC (Gatineau), CHLT (Sherbrooke), CHLN (Trois-Rivières) and CKRS (Chicoutimi/Jonquière) including all licences that have been issued by the CRTC for these stations;
 - (f) “AM Trust Agreement” has the meaning set forth in clause 4;
 - (g) “AM Trustee” has the meaning set forth in clause 3;

- (h) "Astral" means Astral Media Inc.;
- (i) "Astral FM Stations" means CKMF-FM (Montreal), CHIK-FM (Quebec City), CKTF (Gatineau/Ottawa), CIMO-FM (Sherbrooke), CIGB-FM (Trois-Rivières) and CJAB-FM (Chicoutimi/Jonquière), including all licences that have been issued by the CRTC for these stations other than network licences;
- (j) "Backstop Divestiture Trustee" has the meaning set forth in clause 17;
- (k) "Backstop Divestiture Trust Agreement" has the meaning set forth in clause 17;
- (l) "Backstop Purchaser(s)" means the purchaser(s) of certain FM Stations and/or certain AM Stations as a result of divestiture(s) pursuant to clause 17 of this Agreement;
- (m) "Business Day" means any day of the year, other than a Saturday, Sunday or any day on which banks are required or authorized to close in Montreal, Quebec;
- (n) "CFOM-FM" means the Quebec City FM radio station of this name owned by Astral;
- (o) "Code of Conduct" means the Code of Conduct referenced in clause 33 of this Agreement;
- (p) "Commissioner" means the Commissioner of Competition appointed pursuant to section 7 of the *Competition Act*;
- (q) "Competitively Sensitive AM Activities" means, in respect of Local Advertising on AM Stations or in respect of any advertising sold directly by the AM Trustee, pricing, price quotations, customer solicitation and advertising sales promotions;
- (r) "Competitively Sensitive FM Activities" means, in respect of Local Advertising on FM Stations, pricing, price quotations, customer solicitation and advertising sales promotions;
- (s) "Confidential Information" means any information pertaining to Competitively Sensitive AM or Competitively Sensitive FM Activities and includes information about customers, prices, revenues, advertising inventories and marketing methods and other competitively sensitive pricing or marketing information that, if disclosed to Astral, would cause prejudice to the ability of AM Stations or FM Stations to compete in the sale of Local Advertising in their respective Subject Markets;
- (t) "CRTC" means the Canadian Radio-television and Telecommunications Commission established under the *Canadian Radio-television and Telecommunications Commission Act*;

- (u) "Designated Astral Personnel" means Persons identified on the list specified in clause 43;
- (v) "Divest" and words of similar import, mean to implement a Divestiture;
- (w) "Divested Business" means each of the AM Stations and CFOM-FM;
- (x) "Divestiture" means, in respect of any particular Divested Business, the sale, transfer, assignment or other disposition necessary to ensure that, by completion of such Divestiture, Astral has, directly or indirectly, no remaining ownership interest in such Divested Business;
- (y) "divestiture" means, in respect of any particular business, the sale, transfer, assignment or other disposition necessary to ensure that, by completion of such divestiture, Astral has, directly or indirectly, no remaining ownership interest in such business;
- (z) "Effective Date" means the date on which the Transaction closes;
- (aa) "FM Markets" means Gatineau/Ottawa, Sherbrooke, Trois-Rivières and Chicoutimi/Jonquière;
- (bb) "FM Stations" means CITÉ-FM (Sherbrooke), CHEY-FM (Trois-Rivières), CFIX-FM (Chicoutimi/Jonquière) and CIMF-FM (Gatineau), including all licences issued by the CRTC for these stations, other than network licences;
- (cc) "FM Trust Agreement" has the meaning set forth in clause 23;
- (dd) "FM Trustee" has the meaning set forth in clause 22;
- (ee) **[repealed]**
- (ff) **[repealed]**
- (gg) **[repealed]**
- (hh) "Local Advertising" means advertising purchased directly from a Subject Station by an advertiser, advertising agency or media buying agency;
- (ii) "Local Sales Representatives" means, with respect to any Subject Station, sales representatives of such Subject Station who sell Local Advertising on the Subject Station;
- (jj) "Other Rep Houses" means rep houses, other than RadioPlus, representing Astral with respect to the sale of advertising on the Subject Stations;
- (kk) "Person" means any natural person, corporation, association, firm, partnership or other business legal entity;

- (ll) "Promotional Advertising" means advertising for one-time or seasonal events, such as festivals, shows, galas, concerts and openings, but does not include advertising in respect of retail sales promotions;
- (mm) "Radiomedia" means Radiomedia Inc.;
- (nn) "RadioPlus" means the integrated radio sales force currently owned by Astral and Telemedia through their respective 50% ownership interests in Radiomedia and which will be owned 100% by Astral after the Effective Date. For greater certainty, RadioPlus does not form part of the AM Stations or the Divested Businesses;
- (oo) "Regional Advertising" means advertising on the Subject Stations the sale of which is assigned to Regional Sales Representatives;
- (pp) "Regional Sales Representatives" means sales representatives who sell advertising, other than Local Advertising, on the Subject Stations and, for greater certainty, does not include Local Sales Representatives;
- (qq) "Subject Markets" means Montreal, Quebec City, Gatineau/Ottawa, Sherbrooke, Trois-Rivières and Chicoutimi/ Jonquière;
- (rr) "Subject Stations" means the AM Stations, the FM Stations and the Astral FM Stations;
- (ss) "Telemedia" means Telemedia Radio Inc. and any of its successors and assigns, including more particularly Maxbeau Company;
- (tt) "Transaction" means the acquisition by Astral from Telemedia of certain radio businesses, including French-language radio businesses in the Province of Quebec, namely the FM Stations, CHLN-AM (Trois-Rivières), CHLT-AM (Sherbrooke) and Telemedia's 50% interest in Radiomedia;
- (uu) "Tribunal" means the Competition Tribunal established by the *Competition Tribunal Act*;
- (vv) "Trustees" means the AM Trustee and the FM Trustee.

Applications

- 2. The provisions of this Agreement apply to:
 - (a) Astral, including each division, subsidiary or other Person controlled by Astral and each officer, director, employee, agent or other Person acting for or on behalf of Astral with respect to any of the matters referred to in this Agreement, and any successors and assigns of Astral, and all other Persons acting in concert or participating with any such successor(s) or assign(s) with respect to the

matters referred to in this Agreement who shall have received actual notice of this Agreement;

- (b) Telemedia, including each division, subsidiary or other Person controlled by Telemedia and each officer, director, employee, agent or other Person acting for or on behalf of Telemedia with respect to any of the matters referred to in this Agreement, and any successors and assigns of Telemedia, and all other Persons acting in concert or participating with any such successor(s) or assign(s) with respect to the matters referred to in this Agreement who shall have received actual notice of this Agreement;
- (c) the Commissioner;
- (d) the AM Trustee, or any substitute appointed pursuant to the AM Trust Agreement, and each employee, agent, or other Person acting for or on behalf of the AM Trustee;
- (e) the AM Divestiture Trustee, or any substitute appointed pursuant to this Agreement, and each employee, agent, or other Person acting for or on behalf of the AM Divestiture Trustee;
- (f) **[repealed]**
- (g) the FM Trustee, or any substitute appointed pursuant to the FM Trust Agreement, and each employee, agent, or other Person acting for or on behalf of the FM Trustee;
- (h) the Backstop Divestiture Trustee, or any substitute appointed pursuant to this Agreement, and each employee, agent, or other Person acting for or on behalf of the Backstop Divestiture Trustee.

Operation of AM Stations Following Closing of Transaction

- 3. Upon the Effective Date, all AM Stations will be put under the control of a trustee (the "AM Trustee") selected by Astral and approved by the Commissioner and the CRTC.
- 4. The rights and obligations of the AM Trustee shall be set out in a trust agreement (the "AM Trust Agreement") in conformity with applicable CRTC rules and approved by the Commissioner and the CRTC.
- 5. The AM Trustee shall take all necessary steps and give all necessary instructions to cause the AM Stations under his/her management, and any servants or agents of such AM Stations or of the AM Trustee, to:
 - (a) operate the businesses independently of Astral in a manner consistent with clause 11(b) of this Agreement;

- (b) operate the businesses in compliance with all applicable laws, this Agreement and the AM Trust Agreement;
 - (c) maintain all material permits, licences and approvals necessary for the operation of the businesses;
 - (d) use commercially reasonable efforts to maintain and enhance the competitiveness and the customer base of the businesses;
 - (e) maintain and hold the businesses in good condition and repair, including maintenance of the current AM Station formats, normal wear and tear excepted, and to standards equal to those maintained by Astral, Telemedia or Radiomedia, as the case may be, prior to the Effective Date;
 - (f) not communicate any Confidential Information related to the businesses to Astral, including each division, subsidiary or other Person controlled by Astral, or any other Person, save the Commissioner or the CRTC, except as permitted in this Agreement or in the AM Trust Agreement;
 - (g) not knowingly take or allow to be taken any action that materially and adversely affects the competitiveness, assets, operations, financial status or value of the businesses;
 - (h) subject to clause 13, not relocate, destroy or dismantle any fixed assets of the businesses;
 - (i) not, to any material extent, enter into any agreement to lease or otherwise encumber any assets of the businesses, or real property occupied by the businesses to or in favour of any other Person save as required by prudent management of the businesses;
 - (j) not, to any material extent, alter, or cause to be altered, the management of the businesses as it existed prior to the Effective Date, except as may be necessary to comply with the terms of this Agreement or the AM Trust Agreement or to replace employees that may resign or otherwise cease to be employed by the AM Stations, and save as required by prudent management of the businesses;
 - (k) not terminate or alter any current employment, salary or benefit agreements for any employees working in the businesses, to any material extent, save as required by prudent management of the businesses; and
 - (l) advise Astral of any breach of the confidentiality obligations by an employee of Astral and the AM Trustee may refuse to use the services of such employee until Astral has taken appropriate action.
6. All reasonable costs engaged by the AM Trustee in the performance of his/her obligations under the AM Trust Agreement shall be paid by Astral.

7. Astral shall, if necessary, contribute cash with respect to the AM Stations to permit the applicable business(es) to continue to operate as a group at standards equal to those existing at the Effective Date and may, at its option, contribute funds for significant capital expenditures in consultation with the AM Trustee. For greater certainty, Astral shall not be obliged to contribute cash in amounts beyond those contemplated in budgets already approved by the Boards of Directors of Astral, Telemedia and Radiomedia, as the case may be, for the AM Stations as a group for the 2003 fiscal year nor, in subsequent fiscal years, in amounts exceeding such budgeted expenditures plus CPI.
8. Notwithstanding any other provision of this Agreement or the AM Trust Agreement, the AM Trustee shall be required to use the managerial, administrative and operational (including maintenance) resources of Astral for the following services at a fee to be paid to Astral (representing full cost recovery for the particular service or group of services) as already included in the budgets approved by the Boards of Directors of Astral, Telemedia and Radiomedia, as the case may be, for the AM Stations as a group for the 2003 fiscal year and, in subsequent fiscal years, such budgeted amounts plus CPI:
 - (a) public affairs/media relations services;
 - (b) legal and regulatory services, including in respect of industry and trade activities;
 - (c) information systems services, including construction, maintenance and support of all information technology systems;
 - (d) maintenance, in accordance with Canadian generally accepted accounting principles (as applicable), of separate and adequate financial ledger books and records of material financial information with respect to the AM Stations;
 - (e) preparation of tax returns and other audit services;
 - (f) human resources, including but not limited to labour relations, and payroll services;
 - (g) processing of accounts receivable and payable;
 - (h) security services;
 - (i) technical support;
 - (j) occupational health and safety, including medical services such as drug testing;
 - (k) environmental permitting and liability, and any other regulatory compliance services;
 - (l) insurance, including notification of claims for which coverage is sought;
 - (m) financial accounting services, including cash management, banking and billing;

- (n) engineering services, including engineering, technical and broadcasting services;
 - (o) real estate services, including the identification and development of new sites;
 - (p) procurement of goods and services utilized in the ordinary course of business by the business(es); and
 - (q) transportation and other logistics services.
9. With respect to the AM Stations:
- (a) Astral shall not in any way influence any Competitively Sensitive AM Activities;
 - (b) Astral shall not intervene in the selection of on-air personalities or solicit employees of the AM Stations, other than joint employees of AM Stations and any FM Stations and/or Astral FM Stations;
 - (c) Astral shall take reasonable measures to restrict access to Confidential Information of the AM Stations to Designated Astral Personnel involved in providing such services and to ensure that such personnel retain and maintain all Confidential Information of the AM Stations received for purposes of providing the above services on a confidential basis. Except as is permitted by this Agreement or the AM Trust Agreement, such personnel shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any Person other than the AM Trustee, the AM Divestiture Trustee, the Backstop Divestiture Trustee, an employee under the supervision of the AM Trustee who is already in possession of the information or is permitted by the AM Trustee to obtain the information or other Designated Astral Personnel and only on a "need to know" basis. Nothing in this Agreement, however, shall require Astral or the AM Trustee to hold separate the operations, assets or personnel used to provide such services;
 - (d) In the event that, notwithstanding the foregoing, Astral personnel other than Designated Astral Personnel should come into possession of Confidential Information of the AM Stations, such Astral personnel will be required to sign a confidentiality agreement in respect of such information and Astral shall not use such information in a manner that would cause prejudice to the ability of the AM Stations to compete in the sale of advertising in their respective Subject Markets; and
 - (e) The Designated Astral Personnel shall not use any Confidential Information in a manner that would cause prejudice to the ability of the AM Stations to compete in the sale of advertising in their respective Subject Markets.
10. The AM Trustee shall not communicate any Confidential Information acquired in the performance of his/her duties under this Agreement or the AM Trust Agreement to any

Person except to the extent required or permitted by this Agreement or the AM Trust Agreement. The AM Trustee will execute a confidentiality agreement to said effect.

11. Astral shall:
 - (a) subject to clause 8 of this Agreement, take all reasonable steps to ensure that the AM Stations are independent of Astral, including transferring to the AM Trustee all rights, powers and authorities necessary for the AM Trustee to perform his/her duties and responsibilities under this Agreement and the AM Trust Agreement; and
 - (b) not exercise any direction or control, direct or indirect, over the management or operations of the AM Stations or influence the marketing of the AM Stations except as provided in this Agreement or the AM Trust Agreement.
12. In addition to his/her obligations as set out in the AM Trust Agreement, the AM Trustee shall report, on a monthly basis to the Commissioner, Astral and, if necessary, the CRTC with respect to financial performance of the AM Stations in sufficient detail as to allow Astral to determine financial performance of the AM Stations as a group and the net financial position of each AM Station. In furnishing such a report, notwithstanding any other provision of this Agreement, the AM Trustee may furnish to Astral the revenue figures of the AM Stations as a group and may furnish to a bona fide bidder or purchaser, any information on a station by station basis, subject to that bidder or purchaser entering into an appropriate confidentiality agreement.
13. The AM Trustee shall not relocate the AM Stations to other premises without the prior written consent of Astral. Astral reserves the right, however, on reasonable notice in writing to the AM Trustee and with his/her consent, or to the AM Purchaser(s) or the Backstop Purchaser(s), as the case may be, in Astral's sole discretion, to terminate any existing arrangements with Astral respecting the business premises of the AM Stations or services provided pursuant to clause 8 of this Agreement.

Divestiture of AM Stations

14. Within [CONFIDENTIAL] from the Effective Date, Astral shall use commercially reasonable efforts to effect the Divestiture of the AM Stations (as a network of stations to the same buyer or to a group of buyers acceptable to the CRTC and the Commissioner) with no ownership interest in Astral in excess of 10% and no ownership interest in Telemedia and who intends to operate the AM Stations as a network of French-language radio stations.
15. If, by the time provided for in clause 14 or such earlier date as Astral may choose, Astral has not Divested all of the AM Stations in accordance with clause 14, Astral will appoint a trustee (the "AM Divestiture Trustee") approved by the Commissioner and the CRTC, who will then be responsible for Divesting the AM Stations on behalf of Astral. The rights and obligations of the AM Divestiture Trustee shall be set out in a trust agreement

(the "AM Divestiture Trust Agreement") approved by the Commissioner and, if necessary, the CRTC. The Divestiture(s) by the AM Divestiture Trustee, or his/her substitute appointed pursuant to the AM Divestiture Trust Agreement, shall be subject to the following conditions:

- (a) the AM Divestiture Trustee shall have all the powers necessary to realize the Divestiture(s) and must make all commercially reasonable efforts required to realize the Divestiture(s), provided however that the AM Divestiture Trustee shall have no powers with respect to the management or operation of the AM Stations;
- (b) subject to clause (c), the AM Divestiture Trustee shall proceed with the Divestiture(s) of these stations, subject to the *Broadcasting Act*, at the best price and conditions that, in his/her discretion, can be obtained;
- (c) the AM Divestiture Trustee, subject to clause 16, shall offer the AM Stations for sale as a network for a period of at least [CONFIDENTIAL] from his/her appointment ("the Network Period") and shall Divest the AM Stations to the Person(s) offering to purchase them at the best price and conditions that, in his/her discretion, can be obtained. If, after such time, the AM Divestiture Trustee has received no binding offer(s) to purchase the AM Stations as a network ("the Remaining Period"), the AM Divestiture Trustee may Divest five of the AM Stations as a network to a buyer or group of buyers at the best price and conditions that, in his/her discretion can be obtained, provided that included in the five AM Stations so Divested are the AM Stations in Chicoutimi/Jonquière, Trois-Rivières and Sherbrooke. If the network is so Divested, a sixth and remaining station will be Divested by the AM Divestiture Trustee on a stand alone basis and at the best price and conditions that, in his/her discretion, can be obtained within the same time period as set out in clause 15(e);
- (d) For the purposes of clauses 14 and 15(c), it is understood that if a buyer(s) already owns and operates an AM or FM Station in Montreal or Quebec City and intends to operate that Station as a network with the remaining five AM Stations being divested by Astral, the obligation to divest the AM Stations as a network will be met. In that event, the remaining AM Station in Montreal or Quebec City will be sold by Astral or the AM Divestiture Trustee on a stand alone basis and within the same time periods set out in clauses 14 and 15, unless the Commissioner agrees to another time period;
- (e) subject to clause 16, the AM Divestiture Trustee must take all appropriate steps necessary to conclude the Divestiture(s) within [CONFIDENTIAL] of his/her appointment, provided however, that in the event Astral appoints the AM Divestiture Trustee earlier than the time provided for in clause 14, this [CONFIDENTIAL] period shall be extended by the difference between the time provided for in clause 14 and the date on which Astral appointed the AM

Divestiture Trustee and the duration of such extension shall be divided equally between the Network Period and the Remaining Period;

- (f) every thirty (30) days after taking over this sale, the AM Divestiture Trustee shall submit a report to the Commissioner, Astral and, if necessary, the CRTC describing the measures taken to effect the Divestiture(s);
 - (g) the AM Divestiture Trustee shall inform without delay the Commissioner, Astral and, if necessary, the CRTC of any negotiation undertaken with a potential buyer which may lead to a Divestiture(s);
 - (h) Astral and the AM Trustee shall take all appropriate actions to assist the AM Divestiture Trustee in his/her efforts to effect the Divestiture(s);
 - (i) all the reasonable costs engaged by the AM Divestiture Trustee in his/her effort to effect the Divestiture(s) shall be paid for by Astral;
 - (j) the net proceeds of the Divestiture(s) by the AM Divestiture Trustee will accrue to Astral or be distributed as per its instructions;
 - (k) the AM Divestiture Trustee shall file, in Astral's name and subject to Astral's prior approval, applications in respect of the Divestiture(s) of the AM Stations with the CRTC; and
 - (l) the AM Purchaser(s) shall be acceptable to the CRTC and the Commissioner.
16. Calculation of the time periods specified in clauses 14 and 15 shall be suspended for the period commencing with acceptance by Astral or the AM Divestiture Trustee of a binding offer(s) to purchase the AM Stations and ending with the date that is thirty(30) days after the date of issuance of a decision from the CRTC in respect of an application(s) respecting transfer of the AM Station licences to the Person making such offer(s), provided, however, that if the CRTC decision contains any conditions precedent to the transfer of the AM Station licences, the time periods shall be extended for the period of time allowed by the CRTC to satisfy such conditions precedent plus thirty (30) days.

Backstop Divestitures

17. If Divestiture(s) of any of the AM Stations does not occur within the time period specified in clause 15, Astral shall appoint a trustee (the "Backstop Divestiture Trustee") approved by the Commissioner and the CRTC:
- (i) if no Divestitures have taken place, to effect the Divestiture of the AM Stations in Montreal (CKAC), Quebec City (CHRC), and Gatineau (CJRC) and one FM Station or one Astral FM Station, selected by Astral, in each of Sherbrooke, Trois-Rivières and Chicoutimi/Jonquière. For greater certainty, in the circumstances contemplated by this clause (1), Astral shall not be required to divest any FM Station or Astral FM

Station in Montreal, Quebec City or Gatineau; or

- (ii) if Divestitures have occurred pursuant to clauses 14 and 15, but not all AM stations have been divested, to effect the divestiture of the remaining AM Station(s) which has (have) not been divested. For greater certainty, in the circumstances contemplated by this clause (ii), Astral shall not be required to divest any FM Station or Astral FM Station.

The rights and obligations of the Backstop Divestiture Trustee shall be set out in a trust agreement (the "Backstop Divestiture Trust Agreement") approved by the Commissioner and, if necessary, the CRTC. The divestiture(s) by the Backstop Divestiture Trustee, or his/her substitute appointed pursuant to the Backstop Divestiture Agreement, shall be subject to the following conditions:

- (a) the Backstop Divestiture Trustee shall have all the powers necessary to realize the divestiture(s) and must make all commercially reasonable efforts required to realize the divestiture(s), provided however that the Backstop Divestiture Trustee shall have no powers with respect to the management or operation of the FM Stations;
- (b) the Backstop Divestiture Trustee shall proceed with the divestiture(s) of the station(s), subject to the *Broadcasting Act*, at the best price and conditions that, in his/her discretion, can be obtained;
- (c) the Backstop Divestiture Trustee must take all appropriate steps necessary to conclude the divestiture(s) within [CONFIDENTIAL], provided that section 16 shall apply *mutatis mutandi*;
- (d) every thirty (30) days after following his/her appointment, the Backstop Divestiture Trustee shall submit a report to the Commissioner, Astral and, if necessary, the CRTC describing the measures taken to effect the divestiture(s);
- (e) the Backstop Divestiture Trustee shall inform without delay the Commissioner, Astral and, if necessary, the CRTC of any negotiation undertaken with a potential buyer which may lead to a divestiture(s);
- (f) Astral, the AM Trustee or the FM Trustee, as the case may be, shall take all appropriate actions to assist the Backstop Divestiture Trustee in his/her efforts to effect the divestiture(s);
- (g) all the reasonable costs engaged by the Backstop Divestiture Trustee in his/her effort to effect the divestiture(s) shall be paid for by Astral;
- (h) the net proceeds of the divestiture(s) by the Backstop Divestiture Trustee will accrue to Astral or be distributed as per its instructions;

- (i) the Backstop Divestiture Trustee shall file, in Astral's name and subject to Astral's prior approval, applications in respect of the divestiture(s) of the FM Stations with the CRTC; and
- (j) the Backstop Purchaser(s) shall be acceptable to the CRTC and the Commissioner.

Other Divestitures

- 18. Astral shall Divest CFOM-FM to a third party with no ownership interest in Astral in excess of 10% and no ownership interest in Telemedia in the manner specified in Broadcasting Decision CRTC 2002-90.
- 19. **[repealed]**
- 20. **[repealed]**
- 21. **[repealed]**

Operation of Certain Aspects of FM Stations Following Closing of Transaction

- 22. Immediately upon the Effective Date, a trustee (the "FM Trustee") selected by Astral and approved by the Commissioner and, if necessary, the CRTC will be appointed.
- 23. The rights and obligations of the FM Trustee shall be set out in a trust agreement (the "FM Trust Agreement") approved by the Commissioner and, if necessary, the CRTC.
- 24. The FM Trust Agreement shall remain in effect in respect of any particular FM Station located in a particular FM Market until the expiration of six (6) months from the date on which a new French-language FM commercial radio station begins broadcasting in the particular FM Market and Divestiture of the AM Station in such market has been effected. For greater certainty, the FM Trust Agreement in respect of the particular FM Station shall terminate on this date and, if applicable, shall also terminate in respect of the FM Stations located in Sherbrooke, Trois-Rivières and Chicoutimi/Jonquière upon any divestiture in such cities pursuant to clause 17. If not previously terminated, the FM Trust Agreement shall nonetheless terminate on the date that is forty-two (42) months after the Effective Date.
- 25. So long as the FM Trust Agreement is in effect with respect to a particular FM Station, the FM Trustee shall be responsible for the Local Advertising operations of such FM Station and shall take all necessary steps and give all necessary instructions to cause these operations and any servants or agents of these operations or of the FM Trustee, to:
 - (a) be conducted independently of Astral in a manner consistent with clause 30(b) of this Agreement;
 - (b) use commercially reasonable efforts to maintain and enhance the

competitiveness and the customer base, in Local Advertising, of the FM Stations;

- (c) not communicate any Confidential Information related to these operations to Astral, including each division, subsidiary or other Person controlled by Astral, or any other Person, save the Commissioner or the CRTC, except as permitted herein or in the FM Trust Agreement;
 - (d) not, to any material extent, alter, or cause to be altered, the management of these operations as it existed prior to the Effective Date, except as may be necessary to comply with the terms of this Agreement or the FM Trust Agreement or to replace employees that may resign or otherwise cease to be employed by the FM Stations, and save as required by prudent management of these operations;
 - (e) not terminate or alter any current employment, salary or benefit agreements for any employees working in these operations, to any material extent, save as required by prudent management of these operations; or
 - (f) advise Astral of any breach of the confidentiality obligation by an employee of Astral and the FM Trustee may refuse to use the services of such employee until Astral has taken appropriate action.
26. All reasonable costs engaged by the FM Trustee in the performance of his/her obligations under this Agreement and the FM Trust Agreement shall be paid by Astral.
27. Notwithstanding any other provision of this Agreement or the FM Trust Agreement, in fulfilling his/her responsibilities under clause 25 of this Agreement, the FM Trustee shall, to the extent necessary for the performance of his/her duties, be required to use the managerial, administrative and operational (including maintenance) resources of Astral for the following services at a fee to be paid to Astral (representing full cost recovery for the particular service or group of services) as already included in the budgets approved by the Boards of Directors of Astral and Telemedia, as the case may be, for the FM Stations for the 2003 fiscal year and, in subsequent fiscal years, such budgeted amounts plus CPI:
- (a) public affairs/media relations services;
 - (b) legal and regulatory services;
 - (c) information systems services, including construction, maintenance and support of all information technology systems;
 - (d) maintenance, in accordance with Canadian generally accepted accounting principles (as applicable), of separate and adequate financial ledger books and records of material financial information with respect to the FM Stations;
 - (e) human resources and payroll services;

- (f) processing of accounts receivable and payable;
- (g) security services;
- (h) technical support;
- (i) occupational health and safety, including medical services such as drug testing;
- (j) financial accounting services, including cash management, banking and billing;
and
- (k) procurement of goods and services utilized in the ordinary course of business by the Local Advertising operations.

28. With respect to the FM Stations:

- (a) Astral shall not in any way influence any Competitively Sensitive FM Activities;
- (b) Astral shall take reasonable measures to restrict access to Confidential Information of the FM Stations to Designated Astral Personnel involved in providing such services and to ensure that such personnel retain and maintain all Confidential Information of the FM Stations received for purposes of providing the above services on a confidential basis. Except as is permitted by this Agreement or the FM Trust Agreement, such personnel shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any Person other than the FM Trustee, the Backstop Divestiture Trustee, an employee under the supervision of the FM Trustee who is already in possession of the information or is permitted by the FM Trustee to obtain the information or other Designated Astral Personnel and only on a "need to know" basis. Nothing in this Agreement, however, shall require Astral or the FM Trustee to hold separate the operations, assets or personnel used to provide such services;
- (c) In the event that, notwithstanding the foregoing, Astral personnel other than Designated Astral Personnel should come into possession of Confidential Information of the FM Stations, such Astral personnel will be required to sign a confidentiality agreement in respect of such information and Astral shall not use such information in a manner that would cause prejudice to the ability of the FM Stations to compete in the sale of advertising in their respective Subject Markets; and
- (d) The Designated Astral Personnel shall not use any Confidential Information in a manner that would cause prejudice to the ability of the FM Stations to compete in the sale of advertising in their respective Subject Markets.

29. The FM Trustee shall not communicate any Confidential Information acquired in the

performance of his/her duties under this Agreement or the FM Trust Agreement to any Person except to the extent required or permitted by this Agreement or the FM Trust Agreement. The FM Trustee will execute a confidentiality agreement to said effect.

30. Except as otherwise provided in this Agreement or the FM Trust Agreement, Astral shall:
- (a) take all reasonable steps to ensure that the Local Advertising operations of the FM Stations are independent of Astral, including transferring to the FM Trustee all rights, powers and authorities necessary for the FM Trustee to perform his/her duties and responsibilities under this Agreement and the FM Trust Agreement, and
 - (b) not exercise any direction or control, direct or indirect, over the management of the Local Advertising operations of the FM Stations or otherwise influence the Local Advertising operations of the FM Stations

provided however that, notwithstanding any other provision of this Agreement other than clause 28, Astral shall be entitled to participate in the management of the FM Stations to the extent required to enable the integration and consolidation of facilities, activities and/or personnel of the FM Stations.

31. Astral, in respect of any particular FM Market and until such time as Divestiture of the AM Station in such FM Market and control of the Local Advertising of the FM Station in such FM Market passes from the FM Trustee to Astral, shall take all reasonable measures to physically separate the offices of Local Sales Representatives of the Subject Stations in each FM Market, provided however that "physically separate" shall not mean, for the purposes of this provision, located in different premises.
32. In addition to his/her obligations as set out in the FM Trust Agreement, the FM Trustee shall report, on a monthly basis to the Commissioner, Astral and, if necessary, the CRTC with respect to performance of the Local Advertising operations of the FM Stations in sufficient detail as to allow Astral to determine financial performance results for financial reporting purposes.

Code of Conduct

33. Astral and the Trustees shall adhere to the Code of Conduct attached as Schedule "A" to this Agreement and which forms an integral part of this Agreement.
34. The Code of Conduct will remain in effect:
- (a) in respect of any particular FM Market, until the expiration of twenty-four (24) months from the date on which a new French language FM commercial radio station begins broadcasting in such particular FM Market up to a maximum of forty-two (42) months from the Effective Date; and

- (b) in respect of Montreal, until CKAC has been Divested, and in Quebec City, until CFOM-FM and CHRC have been Divested.

For greater certainty, in the case of Sherbrooke, Trois-Rivières and Chicoutimi/Jonquière, the Code of Conduct shall cease to be effective in respect of the Subject Stations in such cities upon any divestiture in such cities pursuant to clause 17.

Additional Agreements

35. Astral agrees to withdraw the applications for new French-language radio broadcasting licences filed with the CRTC in Sherbrooke, Trois-Rivières and Chicoutimi/Jonquière within ninety (90) days of the registration with the Tribunal of this Agreement.
36. Astral agrees not to file with the CRTC applications for new French-language radio broadcasting licences for the operation of commercial radio stations located in any given Subject Market until three (3) years after registration with the Tribunal of this Agreement.
37. Astral and Telemedia agree not to acquire or seek to acquire other French-language radio broadcasting licences for the operation of commercial radio stations located in any given Subject Market until three (3) years after registration with the Tribunal of this Agreement.
38. Astral shall, within ten (10) Business Days of the Effective Date, certify to the Commissioner, in writing, compliance with clauses 3, 4, 9(c), 11(a), 17, 22, 23, 28(b), 30(a), 31, 35, and, to the extent applicable, 43.
- 38.1 Maxbeau Company, any successors and assigns, shall not have a representative on the Board of Directors of Astral as long as Maxbeau Company owns an interest in Genex Communications Inc.
- 38.2 Maxbeau Company, any successors and assigns, shall not acquire shares of Astral in excess of 10% of Astral's share capital as long as Maxbeau Company owns an interest in Genex Communications Inc.

Extension of Time

39. Notwithstanding anything to the contrary herein, if, prior to the expiry of a time period for divestiture(s) herein, Astral or the AM Divestiture Trustee, as the case may be, and a prospective purchaser(s) of some or all of the AM Stations, as the case may be, enter into a letter of intent, or Astral or the AM Divestiture Trustee, as the case may be, receive an offer or other written communication of intention to purchase such AM Stations, Astral or the AM Divestiture Trustee, as the case may be, shall advise the Commissioner and shall have an additional period reasonable in the circumstances agreed to by the Commissioner within which to complete such divestiture.

40. [repealed]

Confidentiality

41. The time period provided in clauses 14, 15(c), 15(e) and 17(c) for the Divestiture by Astral, the AM Divestiture Trustee and the Backstop Divestiture Trustee shall be kept confidential by Astral, Telemedia, the Commissioner, the AM Trustee, AM Divestiture Trustee, the FM Trustee, the Backstop Divestiture Trustee and any other Person specified in clause 2 of this Agreement.

Notice

42. Notices required to be given pursuant to this Agreement to the Parties hereto shall be given, if dispatched by personal delivery, registered mail or facsimile to the address or facsimile number below:

(a) Commissioner:

Commissioner of Competition
Competition Bureau, Industry Canada
Place du Portage, Phase I, 50 Victoria Street
Gatineau, Quebec K1A 0C9
Telephone: 819-997-3301
Facsimile: 819-953-5013

Senior General Counsel
Competition Law Division
Competition Bureau, Industry Canada
Place du Portage, Phase I, 50 Victoria Street
Gatineau, Quebec K1A 0C9
Telephone: 819-997-3325
Facsimile: 819-953-9267

(b) Astral:

Ian Greenberg
President and Chief Executive Officer
Astral Media Inc.
2100, Saint Catherine Street West, Suite 1000
Montreal, Quebec H3H 2T3
Telephone: 514-939-5000
Facsimile: 514-939-5082

Monique Ryan
Vice-President, Legal Affairs
Astral Media Inc.

2100, Saint Catherine Street West, Suite 1000
Montreal, Quebec H3H 2T3
Telephone: 514-939-5000
Facsimile: 514-939-5082

(c) Telemedia:

Hubert Lacroix
Executive Chairman
Société Télémedia
1 Place Ville-Marie, Suite 3333
Montreal, Quebec H3B 3N2
Telephone: 514-877-6670
Facsimile: 514-877-6699
François Roy
Chief Financial Officer
Société Télémedia
1 Place Ville-Marie, Suite 3333
Montreal, Quebec H3B 3N2
Telephone: 514-877-6670
Facsimile: 514-877-6699

General

43. For the purposes of clauses 9(c) and 28(b), Astral shall:
- (a) Provide to the Commissioner, on the Effective Date, a list of Designated Astral Personnel;
 - (b) Advise the Commissioner of any changes to Persons designated by Astral as Designated Astral Personnel and any Person required to sign a confidentiality agreement pursuant to clauses 9(d) and 28(c) within ten (10) Business Days of such change;
 - (c) Advise all Designated Astral Personnel and any Person required to sign a confidentiality agreement pursuant to clauses 9(d) and 28(c) of Astral's obligations under clause 9 of this Agreement;
 - (d) Require that all Designated Astral Personnel and any Person required to sign a confidentiality agreement pursuant to clauses 9(d) and 28(c) acknowledge, in writing, that they have been advised of and understand:
 - (i) Astral's obligations under clauses 9 and 28 of this Agreement;
 - (ii) that breach of these obligations constitutes a breach of a court order and may constitute a criminal offence under section 45 of the *Competition*

Act; and

- (iii) that such breaches may have serious consequences for both Astral and individual Designated Astral Personnel and that failure to adhere to the obligations will lead to disciplinary action by Astral including potential termination of employment.
44. Nothing in this Agreement or the Code of Conduct, except as provided to the contrary in paragraphs 1, 3 and 4 of Section II of the Code of Conduct, shall preclude:
- (a) the sale of advertising on the AM Stations through RadioPlus or Other Rep Houses or the sale of Regional Advertising through Regional Sales Representatives, provided however that Astral shall be under no obligation to continue such arrangements after Divestiture(s) of the AM Stations;
 - (b) the provision by the AM Stations of news and public affairs content to the FM Stations, provided however that Astral shall be under no obligation to continue such arrangements after Divestiture(s) of the AM Stations; or
 - (c) the sale of advertising on the FM Stations through RadioPlus or Other Rep Houses or the sale of Regional Advertising through Regional Sales Representatives.
45. Nothing in this Agreement shall preclude the ability of the AM Trustee to sell advertising directly to any advertiser.
46. Nothing in this Agreement shall preclude the same Person from being appointed as more than one of the AM Trustee, the AM Divestiture Trustee, the Backstop Divestiture Trustee or the FM Trustee.
47. Notwithstanding the above, nothing in this Agreement, the AM Trust Agreement or the FM Trust Agreement shall preclude the disclosure to, or receipt by, Astral, the AM Divestiture Trustee or the Backstop Divestiture Trustee of summaries in aggregate form of information pertaining to the financial performance of the AM Stations and/or the FM Stations provided that no Confidential Information is disclosed.
48. Except as provided in this Agreement, it is understood that Astral and Telemedia consensually attorn to the jurisdiction of the Commissioner and the Competition Tribunal only for the purposes of the registration, interpretation and application of this Agreement.
49. In the event that:
- (a) this Consent Agreement is rescinded or varied before the Effective Date, for any reason, then Astral or the Commissioner may terminate this Agreement within thirty (30) days of such refusal on written notice to the other parties hereto; or

- (b) an order is made by the Tribunal varying or rescinding the terms of this Agreement pursuant to paragraph 106(2) of the *Competition Act*, Astral and the Commissioner shall each have the right to terminate this Agreement by written notice to the other parties hereto given within ninety (90) days of the date on which such order is made.

50. If any party hereto terminates the Agreement pursuant to clause 49, this Agreement shall be null and void *ab initio*.

Acting Commissioner
of Competition

Astral Media Inc.

Télémedia Radio Inc.

Schedule "A"

Code of Conduct

Section I – Enforceable by Commissioner

1. **Format changes in response to new entry.**

Neither Astral nor the AM Trustee will change the format of any one or more of its radio stations operating in a Subject Market to a format that is the same as the format of an entity granted, after the Effective Date, a radio broadcasting licence for a new French-language radio service in such Subject Market.

2. **Separate, Commissioned Sales Forces.**

Astral and the Trustees will maintain, in addition to the Radio Plus and Regional Sales Representatives, a separate Local Advertising sales force for each Subject Station and remunerate sales representatives in a manner that includes a sales commission, thereby creating incentives for sales representatives of individual Subject Stations to compete for advertising revenues with the sales representatives of other Subject Stations in a Subject Market.

Section II – Enforceable by Advertisers

1. **Restriction on use of exclusive sales contracts.**

Notwithstanding clause 44 of this Agreement, neither Astral nor the Trustees will enter into exclusive sales contracts precluding advertisers from purchasing advertising on any radio stations in the Subject Markets, with the exception of exclusive sales contracts in respect of Promotional Advertising.

2. **Restriction on use of long-term sales contracts.**

In respect of advertising on any one or more of the Subject Stations, neither Astral nor the Trustees will enter into sales contracts with advertisers for terms greater than twelve (12) months.

3. **No "meet-or-release" or "most-favoured-nation" clauses.**

Notwithstanding clause 44 of this Agreement, Astral and the Trustees, in respect of advertising on any one or more of the Subject Stations, will not include in sales contracts "meet-or-release" clauses or "most-favoured-nation" clauses.

4. **Station-specific advertising products in the Subject Markets.**

Notwithstanding clause 44 of this Agreement, each individual Subject Station will continue to permit advertisers to purchase advertising on the station independent of advertising on any other Subject Station.

5. **Right of local advertisers to deal with a sales representative of the Astral radio station of their choice.**

Astral and the Trustees will permit all advertisers to deal with any Local Sales Representative who represents a Subject Station on which the advertiser wishes to advertise.

6. **Non-discrimination.**

Astral and the Trustees, in any of their dealings with an advertiser, will not discriminate or penalize the advertiser for availing itself of any rights in this Code of Conduct or for otherwise attempting to enforce the Code of Conduct.

7. **Variation in Rates.**

Astral and the Trustees will not increase the rates paid by any advertiser for advertising on a particular Subject Station by an amount which exceeds the greater of an amount justified (i) by listenership rating increases reported by the Broadcasting Bureau of Measurement ("BBM") for such station or (ii) the cumulative increase in the consumer price index ("CPI") reported by Statistics Canada since the first day of the month preceding the Subject Station's most recent rate increase.

DISPUTE SETTLEMENT

8. Generally

Section I of the Code of Conduct will be enforceable by the Commissioner. Section II of the Code of Conduct will be enforceable by advertisers using the ombudsman and arbitration procedure described below.

9. Appointment of Ombudsman to Protect Advertisers

- (a) Astral will appoint an ombudsman to protect the rights of advertisers under Section II of the Code of Conduct.
- (b) The ombudsman will be a Person, approved the Commissioner, who is independent of Astral and knowledgeable about the advertising business in Quebec and in the Subject Markets, including radio advertising.
- (c) The ombudsman will be appointed for such time as the Code of Conduct remains in effect, removable only with the consent of the Commissioner, and shall be remunerated solely by Astral based on a fixed annual salary.
- (d) All sales contracts entered into between Astral, the AM Stations or the FM Stations and advertisers in respect of advertising on any Subject Station will include a notice advising advertisers of the Code of Conduct and their right to make a complaint about non-compliance to the ombudsman, and specifying how such complaints should be made.
- (e) All complaints to the ombudsman will be in writing. Immediately upon receipt of a complaint, the ombudsman will forward a copy of the complaint to sales manager(s) of the relevant Subject Stations or to the sales manager of Radio Plus or Other Rep Houses, as the case may be, as well as to, as applicable, the President of Astral, the AM Trustee or the FM Trustee and a designated representative of the Commissioner. Astral, the AM Trustee or the FM Trustee (hereinafter the "Responding Party") will have fifteen (15) business days to provide a written response to the complaint to the ombudsman, with copies provided simultaneously to the complainant and the designated representative of the Commissioner. The ombudsman will have the right to request additional information from either the complainant or Responding Party for the purposes of assisting in his/her consideration of the complaint. The ombudsman will, following receipt of the Responding Party's written response and any other information provided to him or her in respect of the complaint, provide the Responding Party, the complainant and the designated representative of the Commissioner with his/her conclusions, in writing, with respect to the merits of the complaint. Astral and the Trustees consent to either the complainant or the ombudsman making public the conclusions of the ombudsman in respect of any complaint.

- (f) Where a complaint made to the ombudsman concerns the advertising rates charged by an Astral FM Station, an AM Station or an FM Station to an advertiser, the ombudsman, in reaching his/her conclusion, will take into consideration such factors as he or she considers relevant, including the advertiser's historical purchase volumes and rates, advertising alternatives available to the advertiser, and rates paid by advertisers who, in the ombudsman's opinion acting reasonably, are similarly situated to the complainant, including with respect to historical purchase volumes and rates, season and time-of-day requested.

10. **Advertisers' Right to Arbitration.**

- (a) If an advertiser is unsatisfied with either the ombudsman's conclusions or the adequacy of actions taken by the Responding Party in response to such conclusions, the advertiser may initiate arbitration proceedings using the procedure described in clause 11 below.
- (b) An advertiser will not be permitted to initiate arbitration proceedings on the grounds of dissatisfaction with the Responding Party's response to the ombudsman's findings until after the expiration of five (5) days from issuance of the ombudsman's decision. Furthermore, in no case will an advertiser be permitted to commence arbitration proceedings after the expiration of ninety (90) days from the issuance of the ombudsman's decision.

11. **Arbitration procedure.**

All arbitrations under this agreement will be conducted in accordance with the following procedure:

- (a) The party initiating the arbitration will deliver written notice to the Responding Party setting out in reasonable detail the nature of the alleged breach that is triggering the arbitration.
- (b) Unless the parties agree otherwise, the arbitration will proceed as follows:
 - (i) The parties will, within three (3) clear business days of receipt of the written notice described in paragraph (a) above, agree on an arbitrator to be appointed. In the absence of an agreement to appoint an arbitrator, any party may apply to the Quebec Superior Court for an order appointing an arbitrator, which appointment will be accepted by the parties. The arbitrator will be independent of either party and will be knowledgeable about the advertising business in Quebec and in the Subject Markets, including radio advertising.
 - (ii) The rules and procedures to be followed in the arbitration proceedings will be determined by the arbitrator in his/her discretion,

except as hereinafter agreed to by the parties. Without limiting the generality of the foregoing, the arbitrator will determine issues relating to scheduling, requests for extension of time and adjournments.

- (iii) There will be no oral or documentary discovery in the arbitration proceedings.
 - (iv) The sole evidence to be submitted in the arbitration proceedings will consist of affidavits that may be filed by the parties.
 - (v) The affidavit(s) filed by the initiating party will be filed within seven (7) clear business days of the date the arbitrator has been appointed.
 - (vi) An affidavit(s) filed by Astral will be filed within seven (7) clear business days of the date of receiving the affidavit(s) of the initiating party.
 - (vii) The arbitrator will to the extent possible conduct an oral hearing within nine (9) clear business days after the Responding Party's affidavit(s) are filed and will issue a decision with written reasons within five (5) clear business days after the date of completion of the hearing.
 - (viii) The parties agree that the decision of the arbitrator will be final and binding.
- (c) The arbitrator will have the sole and exclusive jurisdiction, to the complete exclusion of the courts or administrative tribunals, to decide the issues arising between any advertiser and the Responding Party under the Code of Conduct.
 - (d) The arbitrator will have the same power and jurisdiction to resolve the matters in issue between the parties as would a judge of a superior court in a province, except as herein modified. However, the arbitrator will not have the power to award damages or costs to any party.
 - (e) The arbitrator's fee will be shared equally by the parties and in all other respects each party will be responsible for its own costs of the arbitration.
 - (f) The arbitration will take place in a Subject Market and will be conducted in English or French, both as selected by the initiating party.
 - (g) Except where inconsistent with the above, the arbitration will take place in accordance with the provisions of the Quebec Code of Civil Procedure, except to the extent as the parties may otherwise agree.
 - (h) The arbitrator may in his/her discretion extend any time limit by a reasonable

length of time.