MEMORANDUM OF AGREEMENT

BETWEEN

McGill UNIVERSITY

AND

RADIO CKUT
TABLE OF CONTENTS

1. Collection of Association Fees
2. Accounting Services
3. Loans and Grants
4. Insurance
5. Maintenance and Auditing of Accounts
6. Use of McGill Name and Emblem
7. Contracts and Legal Proceedings
8. Right to Set Off
9. Liquor Permits
10. Representations of the Association
11. Event of Default
12. Remedies
13. Location
14. Telephone, Mail and E-mail
15. Staff Status
16. Term and Review
17. Notice
18. Entire Agreement
19. Language

Appendices
MEMORANDUM OF AGREEMENT made and entered into at the City and District of Montreal, Province of Quebec.

BETWEEN: McGill UNIVERSITY, a University duly constituted by charter, having its principal office at 845 Sherbrooke Street West, in the City and District of Montreal, Province of Quebec,

(hereinafter referred to as the "University")

AND: RADIO CKUT, a non-profit corporation having its principal office at 3647 University Street in the City and District of Montreal, Province of Quebec,

(hereinafter referred to as "CKUT")

WHEREAS the University and CKUT wish to enter into an agreement respecting various matters including the assessment and collection of fees from students;

WHEREAS the University and the CKUT are committed to preserving their positive relationship, and in consequence, the present agreement is to be interpreted and acted on the basis of good faith;

WHEREAS a referendum of members of CKUT, namely of undergraduate and of graduate students from the downtown campus, approved the collection of fees for its operating expenses and the support of its activities;

WHEREAS the undergraduate student members of CKUT affirmed continued support of CKUT as a student activity (as appears from the letter from the Deputy Provost (Student Life and Learning) included in Appendix C);

WHEREAS CKUT was incorporated on February 15, 1989 by letters patent under the provisions of Part II of the Canada Corporations Act;

WHEREAS CKUT is, has been, and will continue to be an independent, self-governing and self-managing organization, autonomous of the University;

WHEREAS the University and CKUT wish to enter into a new agreement, in replacement of the previous agreement,

NOW THEREFORE, THE PRESENT AGREEMENT WITNESSES:

1. COLLECTION OF CKUT FEES

1.1 Subject to the approval of the Board of Governors of the University, the University shall collect in each of the fall and winter sessions during the term of the present Agreement fees from all graduate and undergraduate students on the downtown campus duly registered at the University, such fees (the "CKUT Fees") to be used by CKUT for its operating expenses and the support of CKUT activities. The current CKUT Fee Schedule appears as Appendix A hereto.
1.2 The CKUT Fees shall be included in the total student fee assessed by the University in respect of students, and all University regulations and procedures pertaining to the assessment, collection and distribution of fees shall apply thereto.

1.3 The distribution of CKUT Fees shall be as follows:

i. The first distribution of CKUT Fees shall be paid to CKUT on September 15th and shall reflect fee assessments from June 1st to August 31st.

ii. The second distribution of the CKUT Fees shall be paid on November 15th and shall reflect the balance of the Fall Term assessments as at October 31st. There shall be no hold back of fees for either of these remittances.

iii. The third distribution of the CKUT Fees shall be paid on February 15th and shall reflect the Winter Term fee assessments as at January 31st. An amount equal to 10% of the amount to be paid as the third distribution shall be held back by the University to account for changes in student registration occurring from February 1st to May 31st.

iv. The final distribution of the CKUT Fees shall be paid on June 15th and shall reflect assessment as at May 31st, less the 1% fee for bad debt charges (in accordance with section 1.4), the Annual Administrative Fee (in accordance with section 2.1) and any other amounts owed to the University as at May 31st.

1.4 No charges shall be levied by the University for the collection of the CKUT Fees; however, the University shall be entitled to receive 1% of the total fees assessed in each term as relief for the collection of bad debts. Upon request, the University shall provide CKUT with information on the level of bad debt resulting from its members.

1.5 No adjustments to the CKUT Fees shall be applied, collected or distributed by the University unless they are consistent with all University procedures and regulations pertaining to the assessment, collection and distribution of fees, and the Deputy Provost (Student Life and Learning) has confirmed in writing that the formalities required by CKUT’s constitution for fee adjustments, the University and applicable law have been followed.

1.6 All requests for new fees or fee changes must be sent in writing to the Deputy Provost (Student Life and Learning) by April 1st for implementation in the fall term and by November 20th for implementation in the winter term.

As soon as possible, but no later than three (3) calendar weeks prior to the date of any referendum, CKUT shall provide the Deputy Provost (Student Life and Learning) with a copy of the proposed question, and the Deputy Provost (Student Life and Learning) shall reply within one (1) calendar week of receipt of the referendum question. If the University has any concerns, the parties shall resolve the matter to their mutual satisfaction. In the event the University has continued concerns, CKUT shall modify or withdraw the question.
2. **ACCOUNTING SERVICES**

2.1 The University shall provide certain accounting services to CKUT for an Annual Administrative Fee in accordance with the schedule contained in Appendix B. This fee is subject to an annual review by the University. The services to be provided will include the following:

2.1.1 Monthly trust fund statements indicating fee revenues, distributions and expenses resulting in year to date totals.

2.1.2 Provision of regular lists on CKUT’s membership on a scheduled basis; weekly in August/September and monthly the remaining months.

CKUT shall request security access at the beginning of their mandate to access Minerva reports. The Chair of the Board of Directors of CKUT must authorize all requests for access, and should the Chair of the Board of Directors require access, then two Directors of CKUT must authorize his/her request. Security authorization to Minerva reports shall terminate each year on June 15th. Employees of CKUT who have been given access may keep their access upon confirmation by the current year’s Chair of the Board of Directors.

2.2 Should CKUT require any other lists, data sets or any other type of information on their membership or its financial records not already provided for in article 2.1 above or elsewhere in this Agreement, the University shall give effect to the request to the extent allowed by law and subject to the payment of an appropriate fee, and upon reasonable prior notice to Accountant, Student Affairs Office, Administration Building. This fee shall be identified prior to fulfilling the request. The University is subject to the provisions of the Quebec *Act Respecting Access to Documents held by Public Bodies and the Protection of Personal Information* and therefore reserves the right to refuse to give effect to a request.

2.3 Notwithstanding article 2.1, should any programming changes be required to be performed by the University's Department of Information Systems Resources ("ISR") at the request of CKUT, the University reserves the right to charge CKUT the hourly rate for the work to be performed.

2.4 The University will not draw any funds from the account maintained by the University for CKUT or from the fees collected by the University for CKUT without CKUT's prior written approval, unless exercised as a remedy pursuant to article 8.1 hereto. CKUT shall pay the University to cover all University expenses and services made or performed on behalf of CKUT with 30 days of notice.

3. **LOANS AND GRANTS**

CKUT may apply to the University from time to time for loans and grants in aid of activities or projects, the granting of which shall be in the sole discretion of the University.
4. **INSURANCE**

4.1 CKUT shall ensure that its officers and employees are covered under the terms of an Employee Dishonesty Policy with a reputable licensed insurer, maintain such policy in force at all times during the term of the present Agreement and provide the University each year with a copy of such policy.

4.2 CKUT shall be solely responsible for obtaining appropriate insurance necessary to conduct its activities, including and without limitation, media liability (includes defamation), comprehensive general liability insurance including but not limited to loss of property damages and personal damages; and shall name the University as additional-insured.

4.3 CKUT shall provide evidence of coverage upon execution of the Agreement and annually thereafter to the Office of the Deputy Provost (Student Life and Learning) with a copy to the Office of Risk Management and Insurance. Evidence shall take the form of true copies of the relevant insurance policy or renewal certificate, as the case may be.

4.4 CKUT shall hold harmless the University, its officers, employees and agents of and from any and all suits, claims or demands, and reasonable costs and expenses that may arise by reason of the operation of activities of CKUT, or any act, neglect, omission of CKUT, its directors, officers, employees, agents or persons engaged or retained by it.

5. **MAINTENANCE AND AUDITING OF ACCOUNTS**

5.1 All financial records, books and accounts of CKUT shall be maintained in accordance with generally accepted accounting principles consistently applied.

5.2 CKUT shall provide the Office of the Deputy Provost (Student Life and Learning) with a copy of its annual audited financial statements within 120 calendar days of each financial year-end. CKUT's financial year-end is May 31st.

5.3 Upon reasonable notice from the University and upon reasonable cause, CKUT shall make available for audit at no cost to CKUT all documents relating to:
   (a) current contracts and expenditures;
   (b) projected contracts and expenditures; and
   (c) books, records and accounts.

5.4 CKUT shall engage the services of a reputable auditing firm or chartered accountant in good standing with the Order of Chartered Accountants of Québec, and shall give notice of the name to the University on a timely basis. The University shall notify CKUT if it does not find the auditing firm or individual acceptable and shall provide detailed reasons. In the event the University has continued concerns, the parties shall resolve the matter to their mutual satisfaction.
6. USE OF THE McGill NAME OR EMBLEM

6.1 CKUT recognizes the University is the owner of the intellectual property in the word "McGill" and the McGill trademarks which are duly protected by the Trademarks Act.

The University recognizes that CKUT is the owner of the intellectual property in the word "CKUT" and the CKUT trademarks which are duly protected by the Trademarks Act.

6.2 CKUT shall not use the name, emblems or trademarks of the University. For event-specific permission to use the name, emblems or trademarks of the University, CKUT shall obtain express prior written consent from the Secretary-General of the University. Permission shall be granted at the University's discretion and, where granted, is not assignable. McGill reserves the right to withdraw such permission at any time and for whatever reason.

6.3 Notwithstanding the generality of the foregoing, CKUT shall be permitted to identify itself as: "Radio CKUT is a campus-community radio station supported by McGill students."

6.4 The University's name, trademarks and emblems may not be used in connection with the CKUT name or in any way integrated, with CKUT's name, logo and emblems which shall be distinct from those of the University.

7. CONTRACTS AND LEGAL PROCEEDINGS

7.1 Any acts, contracts, and legal proceedings involving either party shall be the exclusive responsibility of that party.

7.2 Neither party shall enter into nor execute any cheques, contracts, documents, instruments, receipts, leases or other agreements in the name of the other party or in any way engage the liability of the other party thereon by any other means.

7.3 CKUT shall not solicit or receive any gift, grant or bequest in the name of the University without the prior written consent of the University.

7.4 Should any legal proceedings or claims be taken or made against one party as a result of an act of the other, the said legal proceeding or claims shall be immediately referred to the other party which shall deal with it in a timely manner and at its own expense. Any costs or expenses incurred by the party for such legal proceedings or claim including, inter alia, any legal fees, condemnation, order, settlement, interest, judicial and extra judicial fees and costs, shall be entirely at the charge of the other party.

7.5 Either party shall have the option of engaging its own legal counsel to intervene in any legal proceedings in respect of the other party where its interests are involved. In such a case, all expenses, extra judicial fees and disbursements shall be borne exclusively by the party that has invoked this option.
8. **RIGHT TO SET OFF**

8.1 Should the University, following due notice to CKUT, be required to pay any of the charges, costs, expenses, debts and claims which are by these presents to be borne exclusively by CKUT, or should CKUT be in any way indebted to the University, the University is authorized to set off the said amount against the funds paid or payable to CKUT hereunder. But the University may not seize nor withhold funds from CKUT without proceeding in accordance with the conditions set out in 8.2 herein and in section 11 of this Agreement.

8.2 In accordance with the present Agreement:

(a) The University must provide CKUT with a written notice of the charges, costs, expenses, debts and claims providing complete details and documents relating thereto;

(b) CKUT shall have thirty (30) working days (or 60 calendar days between period May 1\textsuperscript{st} and August 31\textsuperscript{st}) after the receipt of such notice in which to resolve and/or remedy the matter;

(c) The University shall exercise its best effort to inform CKUT as soon as possible within the same budget year (defined as the period June 1\textsuperscript{st} to May 31\textsuperscript{st}) of any charges, costs, expenses, debts and claims on the part of CKUT under this clause.

9. **LIQUOR PERMITS**

9.1 CKUT shall apply only for an event or reunion liquor permits for any event it may hold from time to time for its own purposes. CKUT may not operate a permanent or semi-permanent bar.

9.2 CKUT shall exercise its permits in accordance with all laws, regulations, codes and the internal requirements of McGill. It shall:
   i. adhere to all University procedures with regard to application for the appropriate liquor permits;
   ii. when holding events on the University campus, hold them in designated sites which comply with safety and security requirements;
   iii. advertise these events in accordance with the law;
   iv. purchase, serve and store alcoholic beverages on McGill premises in accordance with the law.

9.3 CKUT shall hold harmless McGill for any and all claims arising from its exercise or omission to exercise its rights and duties under such permits.

9.4 CKUT shall ensure that the events hosted by the CKUT include activities that allow members to socialize without requiring the purchase or consumption of alcohol for participation in the activity or event.
10. REPRESENTATIONS OF CKUT

CKUT represents, warrants and covenants that:

10.1 the charter documents, constitution and by-laws of CKUT consist entirely of the documents remitted to the University concurrently with the execution of the present Agreement and which appear as Appendix C;

10.2 a referendum of CKUT members has been held within one year of the termination of this agreement in accordance with its constitution, confirming continued support for CKUT and the collection of CKUT Fees and that such referendum continues to bind CKUT and its members (as appears in the letter from the Deputy Provost (Student Life and Learning) dated Feb 9, 2012);

10.3 it has amended its policies and procedures to provide for conflict of interest provisions respecting the hiring of employees, contracts with related parties and the administration of its affairs;

10.4 it has and shall maintain its status as a not-for-profit corporation under Part II of the Canada Corporations Act whose membership requirements are stated in the CKUT by-laws as follows:

"All full-time and part-time undergraduate and graduate students registered at McGill from the downtown campus, except continuing education students."

CKUT shall provide the Deputy Provost (Student Life and Learning) with a copy of the corporation's annual declaration of incorporation as proof that CKUT has maintained its incorporated status.

10.5 all regularly registered students at the University are entitled to membership, but no member may act as Director or Officer of CKUT while subject to any disciplinary measure under the Handbook of Students Rights and Responsibilities which has the effect of removing, either temporarily or permanently, the member's status as student.

10.6 For greater clarity, CKUT shall provide the Deputy Provost (Student Life and Learning) with a copy of:

i. CKUT's Annual Declaration of Incorporation as proof that the Association has maintained its incorporated status;

ii. a copy of CKUT's annual Audited Financial Statements prepared in accordance with Article 5 herein;

iii. a copy of the annual Certificate of Insurance obtained in accordance with Article 4 herein;

iv. a copy of CKUT's application and renewal of its Broadcasting License;
v. any changes to the documents remitted to the University concurrently with the execution of the present Agreement, within 30 days of the change.

11. EVENT OF DEFAULT

11.1 Each of the following shall be considered an event of default:

11.1.1 when either CKUT or the University breaches a term or condition of the present agreement or of any other written agreement between CKUT and the University;

11.1.2 when CKUT violates its charter, constitution or by-laws, or any duly approved regulations, rules or policies of the University some of which appear in the University Administrative Handbook;

11.1.3 when an audit reveals irregularities in the management or administration of the books, financial records, accounts or corporate affairs of CKUT;

11.1.4 when CKUT ceases to operate, dissolves, modifies its status, makes any general assignment for the benefit of the creditors, takes the benefit of any insolvency or bankruptcy act or if a receiver or trustee be appointed for the property of CKUT or any part thereof.

11.2 In the event of default, the defaulting party shall be entitled to written notice of default and upon receipt of such notice, shall have thirty (30) working days (or 60 calendar days between period May 1st and August 31st) within which to remedy such default.

11.3 In the event of a dispute over the existence of a default, either party shall be entitled to submit the dispute to arbitration by giving the other party written notice no later than 90 calendar days from the date of the notice referred to in Section 11.2. Such notice shall suspend the delay granted to remedy the default referred to in Section 11.2.

11.4 Submission to arbitration shall be made in accordance with the provisions of the Quebec Code of Civil Procedures (Sections 940 and following) to one arbitrator chosen by the parties. The fees and expenses of the arbitrator shall be shared equally between the parties.

11.5 The parties agree that it is in their best interest to resolve any dispute or disagreement amicably. The parties agree to engage in an open and respectful dialogue between the Deputy Provost (Student Life and Learning) and the Chair of the Board of Directors of CKUT with the aim of arriving at an amicable resolution. The parties shall also consider, and take such reasonable efforts, to explore processes, techniques and informal mechanisms for dispute resolution for disagreeing parties to come to an agreement.
12. REMEDIES

12.1 Upon the confirmation of the occurrence of a default by either party, in accordance with section 11, the present Agreement may be rescinded forthwith upon written notice to the defaulting party.

12.2 Upon the confirmation of the occurrence of an event of default by CKUT, in accordance with section 11, all funds for the accounts of CKUT shall be allocated to an interim trust fund ("Trust Fund") administered by the University and overseen by a committee of five (5) members comprising of two (2) University representatives, two CKUT representatives and chaired by a person selected by agreement of the parties. The Committee shall oversee the administration of the Trust Fund until such time as CKUT has been restructured and reinstated.

12.3 It is expressly agreed that such rescission shall be in addition and without prejudice to all other rights as provided by law or herein.

13. LOCATION

13.1 CKUT shall locate its principal premises on or about the Montreal campus of the University.

13.2 In accordance with a lease agreement entered into with the University, CKUT is located at 3647 University Street.

14. TELEPHONE, MAIL AND E-MAIL

As long as CKUT is located in a University building, CKUT shall be entitled:

14.1 to purchase telephone services from the University, including the "398" exchange number, long distance services, internal switching and University directory listings. No equipment other than that provided by McGill Network and Communications services may be attached to lines provided by McGill;

14.2 to purchase backbone connectivity and Internet access for their computers. This does not include a right to web casting. This may be subject to a separate agreement;

14.3 to use the University's e-mail system subject to CKUT, its employees, officers and volunteers, respecting University policies including but not limited to the Code of Conduct for Users of the McGill Computing System;

14.4 to use the University's mailing system, including internal delivery. CKUT shall pay for all costs associated with the use, including but not limited to, the cost of external mail sent through the University mailing system;

CKUT shall pay for all costs associated with the integration and the use of these systems as set from time to time. Integration in these University systems is a privilege which may be revoked should the University reasonably believe that CKUT has used any system in a manner contravening McGill's policy.
15. **STAFF STATUS**

All staff hired by CKUT shall have exclusive CKUT employment status. The working conditions, including payroll, of CKUT’s staff shall be determined solely by CKUT.

16. **CONTENT OF CKUT BROADCASTING**

CKUT shall

16.1 operate a radio station for the students of the University under an FM licence from the Canadian Radio Television and Telecommunications Commission (C.R.T.C.);

16.2 be exclusively responsible for the content of CKUT broadcasts, including editorial and advertising policy;

16.3 not represent in its broadcasts or in any communication to the public, that it is the radio station of McGill University; however may say “Radio CKUT is a campus-community radio station supported by McGill students”.

17. **TERM AND REVIEW**

17.1 The term of the present agreement is five (5) years beginning on June 1, 2012 and ending on May 31, 2017.

17.2 Renewal of this agreement shall be subject to confirmation of continued support for CKUT as a recognized student activity supported by student fees. In fall 2016, CKUT shall conduct a referendum of its members asking the following question:

*Do you support CKUT continuing as a recognized student activity supported by student fees with the understanding that a majority “no” vote will result in the termination of [undergraduate] [graduate] student fees to CKUT?*

17.3 Subject to a positive referendum result obtained no later than six (6) months prior to the expiration of the term, the parties shall review in good faith the terms and conditions of this agreement with a view to renew on a mutually agreeable basis. In the event the parties are unable to agree on the terms of renewal, the term of the present agreement shall be extended for a maximum of three (3) months without renewal.

18. **NOTICE**

Any notice to be given under this Agreement to the University shall be sent to the attention of the Deputy Provost (Student Life and Learning) and to CKUT to the attention of its Chair of the Board of Directors.

19. **ENTIRE AGREEMENT**

This present Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes and replaces all prior agreements, undertakings, negotiations and discussions of the parties.
20. **LANGUAGE**

The parties to the present Agreement have requested that the present Agreement and all documents and notices related therewith be drafted in the English language. *Les parties à la présente ont demandé que la présente convention et tout document ou avis y afférent soit rédigés dans la langue anglaise.*

AND THE PARTIES HAVE SIGNED:

**CKUT RADIO McGill**

Per: [Signature]  
Prof. Tina Piper  
Member of the Board of Directors  

[Signature]  
Ms. Louise Burns  
Secretary to the Board of Directors  

**McGill UNIVERSITY**

Per: [Signature]  
Professor Morton Mendelson  
Deputy Provost (Student Life and Learning)  

[Signature]  
12/4/12  

APPENDIX A

CKUT Fee Schedule
in accordance with Article 1 of this Agreement

For 2011-2012, the CKUT Fees are **opt-out able** at the following levels:

<table>
<thead>
<tr>
<th></th>
<th>Per Fall/Winter Term</th>
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<tbody>
<tr>
<td><strong>Undergraduate Students</strong></td>
<td></td>
</tr>
<tr>
<td>Full-time 9 credits and over</td>
<td>$ 4.00</td>
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<tr>
<td>Part-time 0.1 to 8.99 credits</td>
<td>$ 2.00</td>
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<tr>
<td><strong>Graduate Students</strong></td>
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<tr>
<td>Full-time</td>
<td>$ 2.75</td>
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<td>Half-time</td>
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<tr>
<td>Part-Time 1-11.5 credits</td>
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<tr>
<td>Additional Session/Thesis Evaluation Term/Non-Thesis extension</td>
<td>$ 1.88</td>
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APPENDIX B

Annual Administrative Fee Schedule
in accordance with Article 2 of this Agreement

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<thead>
<tr>
<th>Fee Collected</th>
<th>Annual Administrative Fee</th>
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<td>less than $10,000</td>
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<tr>
<td>$10,000 - 49,999</td>
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<td>$50,000 - 99,999</td>
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<td>$100,000 - 149,999</td>
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<td>$150,000 - 199,999</td>
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<tr>
<td>$200,000 - 249,999</td>
<td>$1,000</td>
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<tr>
<td>$250,000 or more</td>
<td>$1,500</td>
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</table>

Annual Fee may not increase by more than 5 per cent per year.
Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2012-03-05 13:23:18

Informations générales

Identification de l'entreprise

Nom de l'entreprise: RADIO CKUT
Numéro d'entreprise du Québec (NEQ): 1144160448

Adresse du domicile

Adresse: 3647 rue University
Montréal (Québec) H3A2B3
Canada

Adresse du domicile élu (adresse de correspondance)

Adresse: Aucune adresse

Immatriculation

Date d'immatriculation: 1995-03-25 00:00:00
Statut: Immatriculée
Date d'entrée en vigueur du statut d'immatriculation: 1995-03-25 00:00:00
Date de cessation prévue: Aucune date de cessation n'est prévue.

Forme juridique

Type: Association personnifiée
Date de formation: 1988-07-18 00:00:00
Lieu de constitution (province, État, pays): CANADA
Régime constitutif: CANADA : Loi sur les Corporations canadiennes,
Régime courant: L.R.C. 1970, c. C-32
CANADA : Loi sur les Corporations canadiennes,
L.R.C. 1970, c. C-32

Dates des mises à jour

Date de mise à jour de l'état de renseignements 2010-07-13 00:00:00
Date de la dernière déclaration de mise à jour annuelle 2011-10-31 00:00:00 2011
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2012 2012-12-01 00:00:00
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2011 2011-12-01 00:00:00

Faillite
Le registre ne fait état d'aucune faillite pour cette entreprise.

Entreprises liées
L'entreprise n'a fait l'objet d'aucune procédure légale liant à une autre entreprise.

Continuation ou transformation
L'entreprise n'a fait l'objet d'aucune continuation ou transformation.

Liquidation ou dissolution
L'entreprise ne fait pas l'objet d'une liquidation ou d'une dissolution.

Activités économiques et nombre de salariés

1er secteur d'activité
CAE Description Précisions (facultatif)
4813 Radiodiffusion et télévision intégrées RADIODIFFUSION

2e secteur d'activité
Activité non déclarée

Nombre de salariés

https://www.registreentreprises.gouv.qc.ca/RQAnonymeGR/GR/GR03/GR03A2 19A PIU... 3/5/2012
### Nombre de salariés au Québec

Entre 11 et 25

### Personnes liées

#### Membres du conseil d'administration

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<th>ANDERSON, FORTNER</th>
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<tr>
<td>Fonction</td>
<td>Administrateur</td>
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Fonction: Administrateur
Date de début du mandat
Date de fin du mandat
Adresse: 3653, CROISSANT LORNE MONTRÉAL (QUÉBEC) H2X2B3

Nom: CHARAL AMPOS, SAITIS
Fonction: Administrateur
Date de début du mandat
Date de fin du mandat
Adresse: 1731, CHAMPLAIN MONTRÉAL (QUÉBEC) H2L2S6

Nom: HAY, DANIELLE
Fonction: Administrateur
Date de début du mandat
Date de fin du mandat
Adresse: 2271, COURSOL MONTRÉAL (QUÉBEC) H3J1C6

Nom: WEISGERBER, ERIN
Fonction: Vice-président
Date de début du mandat
Date de fin du mandat
Adresse: 1065, VAN HORE, APP. 3 MONTRÉAL (QUÉBEC) H2V1J6

Personnes non membres du conseil d'administration

Président
Il n'y a pas de président.

Secrétaire
Il n'y a pas de secrétaire.

Principal dirigeant
Il n'y a pas de principal dirigeant.

Fondé de pouvoir
Il n'y a pas de fondé de pouvoir.

Administrateurs du bien d'autrui
Il n'y a pas d'administrateur du bien d'autrui.

Établissements

Il n'y a aucun établissement.

Documents

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Documents conservés

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Nom et autres noms utilisés au Québec

Date de mise à jour de l'index des noms 2009-07-23 00:00:00

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© Gouvernement du Québec
Enclosed herewith, is the document issued in the above matter.

A notice of issuance of CBCA documents will be published in the *Monthly Transactions*. A notice of issuance of CCA documents will be published in the *Monthly Transactions* and the *Canada Gazette*.

**IF A NAME OR CHANGE OF NAME IS INVOLVED, THE FOLLOWING CAUTION SHOULD BE OBSERVED:**

This name is available for use as a corporate name subject to and conditional upon the applicants assuming full responsibility for any risk of confusion with existing business names and trade marks (including those set out in the relevant NUANS search report(s)). Acceptance of such responsibility will comprise an obligation to change the name to a dissimilar one in the event that representations are made and established that confusion is likely to occur. The use of any name granted is subject to the laws of the jurisdiction where the company carries on business.

---

**For the Director, Corporations Canada**

**pour le directeur, Corporations Canada**
Industry Canada  Industrie Canada

Canada  Loi sur les
corporations canadiennes

April 29, 1994

SUPPLEMENTARY LICENSE EXTENT

Exempt to

PUBLIC REGULATORY ACT

The Minister of Industry, by virtue of the power vested in him by the Canada Corporations Act, 1985, hereby change the name of the Corporation from Radio City Ltd. to Radio City. As provided in the Special Regulation of the said Corporation, a copy of which is attached hereto shall form part of these presents.

Date of Supplementary License Amends: October 4, 2000

GIVEN under the seal of office of the Minister of Industry.

For the Register of Industry.

Canada
SUPPLEMENTARY LETTERS PATENT

issued to

RADIO McGILL

The Minister of Industry by virtue of the powers vested in him by the Canada Corporations Act, does hereby change the name of the Corporation from RADIO McGILL to Radio CKUT as provided in the Special Resolution of the said Corporation, a copy of which is annexed hereto to form part of these presents.

Date of Supplementary Letters Patent - October 4, 2007

Given under the seal of office of the Minister of Industry.

for the Minister of Industry

File Number: 225922-1

Canada
Enclosed herewith, is the document issued in the above matter.

A notice of issuance of CBCA documents will be published in the Monthly Transactions. A notice of issuance of CCA documents will be published in the Monthly Transactions and the Canada Gazette.

IF A NAME OR CHANGE OF NAME IS INVOLVED, THE FOLLOWING CAUTION SHOULD BE OBSERVED:

This name is available for use as a corporate name subject to and conditional upon the applicants assuming full responsibility for any risk of confusion with existing business names and trade marks (including those set out in the relevant NUANS search report(s)). Acceptance of such responsibility will comprise an obligation to change the name to a dissimilar one in the event that representations are made and established that confusion is likely to occur. The use of any name granted is subject to the laws of the jurisdiction where the company carries on business.

Votre trouverez ci-inclus le document émis dans l’affaire précitée.


S’IL EST QUESTION D’UNE DÉNOMINATION SOCIALE OU D’UN CHANGEMENT DE DÉNOMINATION SOCIALE, L’AVERTISSEMENT SUIVANT DOIT ÊTRE RESPECTÉ:

Cette dénomination sociale est disponible en autant que les requérants assument toute responsabilité de risque de confusion avec toutes dénominations commerciales et toutes marques de commerce existantes (y compris celles qui sont citées dans le(s) rapport(s) de recherches NUANS pertinent(s)). Cette acceptation de responsabilité comprend l’obligation de changer la dénomination de la société en une dénomination différente advenant le cas où des représentations sont faites établissant qu’il y a une probabilité de confusion. L’utilisation de tout nom octroyé est sujette à toute loi de la juridiction où la société exploite son entreprise.

For the Director, Corporations Canada
pour le directeur, Corporations Canada
BY-LAW NO. 1
A BY-LAW GENERALLY TO THE
TRANSACTION OF THE AFFAIRS OF
RADIO MCGILL

BE IT ENACTED as a By-law and all Radio McGill (hereinafter referred to as the "Corporation") as follows:

1. INTERPRETATION

1.1 Definitions

In this by law and all other by-laws of the Corporation unless the context requires otherwise:

a) "The Act" means the Canada Corporations Act or any statute which may be substituted therefore, as amended from time to time;

b) "Letters Patent" means the letters patent of incorporation of Corporation as from time to time amended or restated;

c) "Board" means the Board of Directors of the Corporation;

d) "Member" means Full Member and Associate Member as defined in paragraph 20 of this by-law;

e) "Non-business day" means Saturday, Sunday and any other day that is a holiday as defined in the Interpretation Act (Quebec);

f) "Person" includes individuals, bodies corporate, partnerships, trusts and un-incorporated associations;

g) "Students' Society" means the Students' Society of McGill University;

h) "Staff-Member" means any Member of the Corporation who has performed and continues to perform a minimum of four (4) hours of work per month for the Corporation as determined by the Executive Committee;

i) "University" means McGill University;

j) All words used in this by-law and defined in the Act shall have the meanings given to such words in the Act.

2. HEAD OFFICE

The head office of the Corporation shall be located at the city of Montreal, in the Montreal Urban Community, in the Province of Quebec, Canada, and at such a place there as the Directors may from time to time determine.

2.2 The Corporation may establish such other offices and agencies elsewhere within Canada as the Board of Directors may deem expedient by resolution.
7.2 Proxies will not be allowed for any purposes at meetings of the Directors.

7.3 Meeting of the Board of Directors will be open to the public. The Board may by the majority resolution declare any portion of a meeting closed to the public. Any item of business submitted to the Board of Directors and received by the Secretary of the Corporation no less than five (5) business days in advance of a regular meeting of the Board of Directors shall be considered by the board of Directors at that meeting.

7.4 A resolution in writing, signed by all the Directors entitled to vote on that resolution at the meeting of Directors or Committee of Directors, is as valid as if it has been passed at a meeting of Directors of the Committee of Directors.

8. VOTING

All Directors shall have one (1) vote at all meetings of the Board, excepting those Directors designated non-voting in Articles 4.1 f), 4.1 g), and 4.1 h) of this by-law.

9. AUDITORS ATTENDANCE AT MEETING

The Auditor of the Corporation shall be entitled to attend and be heard at meetings of the Board on matters relating to his duties as auditor.

10. INDEMNITY OF DIRECTORS, OFFICERS AND EMPLOYEES

Every Director, Officer and employee of the Corporation and his heirs, executors, administrators and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:

a) Any liability and all costs, charges and expenses that he sustains or incurs in respect of any action, suit, or proceeding that is proposed or commenced against him for or in respect of anything done or permitted by him in respect of the execution of his duties.

b) All other costs, charges and expenses that he sustains or incurs in respect of the affairs of the Corporation, provided that no Director, Officer or employee of the Corporation shall be indemnified by the corporation in respect of any liability, cost, charges or expenses that he sustains to incurs in or about any action, suit or other proceeding as a result of responsibility as a result of which he is adjudged to be in breach of any duty or responsibility imposed upon him under the Act or under any other statutes unless, in an action brought against him in his capacity as Director, Officer or employee, he has achieved complete or substantial success as a Defendant.

11. INSURANCE

Subject to the provisions of the Act, the Corporation may purchase and maintain such insurance for the benefit of its Directors, Officers or employees as the Board may from time to time determine.

12. OFFICERS OF THE CORPORATION

12.1 The Officers of the Corporation shall consist of a Chairman, a President, who shall be the "Station Manager", a Vice-President, who shall be the Director appointed by the Executive Committee to the Corporation, a Secretary-Treasurer, or in lieu of a Secretary and a Treasurer, a Secretary-Treasurer, and such other Officers as the Board of Directors may determine by resolution from time to time.

CKUT-FM Radio McGill By-Laws 5
21. **AMENDMENT OF BY-LAWS**

The Board may, by resolution passed by two-thirds of the Directors present and voting at a meeting of the Board, make, amend or repeal any by-laws not contrary to law, the Act, or the Letters Patent that regulate the affairs of the Corporation. Notice of a meeting of the Board to consider such resolution shall, in addition to the other requirements imposed by these By-laws, be given by giving to each Director at least fourteen (14) days prior to the date of the meeting, notice of the full text of the proposed by-law. Any change in the by-laws of the corporation duly enacted by the Board of Directors must be sanctioned by an affirmative vote of a majority of the Members at a meeting of the Members. Notice of the text of such a change must be given at least fourteen (14) days prior to the date of such meeting by one of the methods described in Article Number 28 of this by-law.

The repeal or amendment of by-laws shall not be enforced or acted upon until the approval of the Minister of Consumer and Corporate Affairs has been obtained.

22. **FINANCIAL YEAR**

The financial year of the Corporation shall be June 1st to May 31st.

23. **AUDITORS**

The Members shall at each annual meeting appoint an Auditor to the Corporation to hold office until the next annual meeting, provided that the Directors may fill any vacancy in the office of the auditor occurring prior to an annual meeting. The remuneration of the auditor shall be fixed by the Board of Directors.

24. **ANNUAL AND OTHER MEETINGS OF THE MEMBERS**

24.1. The annual or any other meeting of the Members shall be held at the head office of the Corporation or elsewhere in Canada as the board of Directors may determine and on such day as the Directors shall appoint.

24.2. At every Annual Meeting, in addition to any other business that may be transacted, the report of the Directors, the financial statements, and the report of the auditors shall be presented. An auditing firm shall be appointed for the ensuing year to audit the financial statements to be presented to the members. Where there are more than five hundred (500) members, notice of the time and place of every Annual Meeting shall be given to full members by publication at least once a week for three (3) consecutive weeks preceding the meeting in both the McGill Daily and McGill Tribune are not being published, or if there are five hundred (500) members or less, to each full member by sending the notice by pre-paid mail or telegraph, fourteen (14) days before the time fixed for the holding of such meeting to the last address of each associate member, or full member, recorded in the books of the corporation. No other notice or advertisement of Annual Meetings of members shall be required. Notice of time and place of any other meeting shall be given to each member by sending the notice thereof by pre-paid mail or telegraph fourteen (14) days before the time fixed for the holding of such meeting to the last address of each member recorded in the books of the corporation. Any notice for a meeting at which special business is to be discussed must contain enough information to allow the members to form a reasoned judgment.

24.3. A requisition signed by at least seventy percent (70%) of the Members may call for a meeting of the Members, provided that such requisition is made through a notice which shall be given in the manner provided in paragraph 24.2 here in above.

*CKUT-FM Radio McGill By-Laws*
BY-LAW NO. 2

A BY-LAW TO AUTHORIZE THE DIRECTORS TO BORROW MONEY AND GIVE SECURITY RADIO MCGILL

BE IT ENACTED as a by-law of the Radio McGill (herein after referred to as the "Corporation") as follows:

The Directors of the Corporation are hereby authorized from time to time to:

a) Borrow money upon the credit of the Corporation;

b) Limit or increase the amount to be borrowed;

c) Issue debentures or other securities of the Corporation;

d) Pledge or sell such debentures, or other securities for such sums and at such prices as may be deemed expedient; and

e) Secure any such debentures, or other securities, or any other present or future borrowing or liability of the Corporation, by mortgage, hypothec, charge or pledge of all of currently owned or subsequently acquired real and personal, movable and immovable property of the corporation, and the undertaking and rights of the Corporation.

f) Delegate to such Officer(s) or Director(s) of the Corporation as the Directors may designate all or any of the foregoing powers to such extent and in such manner as the Directors may determine.

This by-law shall remain in force and be binding upon the Corporation as regards any party acting on the faith hereof, until a copy, certified by the Secretary of the Corporation under the Corporation's seal, of the by-law repealing or replacing this by-law shall have been received by such party.

ENACTED and passed by the directors and sealed with the corporate seal this 4th day of December, 1992.

Station Manager

Secretary

DULY Confirmed by no less than two thirds (2/3) of the votes cast by the Members present at a General Meeting of the Members duly held on the 4th day of December, 1992.

Station Manager

Secretary
5.2 The Secretary of the Board shall determine the dates of these meetings in consultation with the Chair and the other Board members. The Secretary and the Chair shall draft and circulate an agenda seven days prior to each meeting. An agenda shall also serve as notice of a meeting.

5.3 Quorum shall consist of a majority of the sitting Board members for any Board meeting, and must include two of the following three members: the Chair of the Board, the Secretary of the Board, and/or the Treasurer.
DEC 11 2007

Radio CKUT
3647, rue University
Montréal (Québec)
H3A 2B3

You will find attached the licence relating to the broadcasting undertaking mentioned in the enclosed licence.

Please note that this licence is also subject to any other conditions of licence which are specified in the most recent renewal decision (other than an administrative renewal) or, if there has been no renewal, in the initial licensing decision and in any subsequent written authorizations granted during the term of this licence.

Vous trouverez ci-joint la licence relative à l’entreprise de radiodiffusion mentionnée dans la licence.

Veuillez noter que la présente licence est également assujettie aux autres conditions de licence contenues dans la décision la plus récente relative au dernier renouvellement (autre qu’un renouvellement administratif) ou, dans le cas où il n’y a pas eu de renouvellement, dans la décision relative à la première licence et dans toutes autres autorisations subéquentes données par écrit au cours de la période d’application de la présente licence.

Claire Ménard
Gestionnaire, Processus réglementaire/
Manager, Regulatory Process
Planification et processus/Planning and Process
CKUT-FM MONTREAL, QUEBEC (QUEBEC)

THIS AMENDMENT TO BROADCASTING
UNDEEAKING LICENCE NUMBER
2007-0305-001-2014 IS HEREBY ATTACHED TO AND
MADE A PART OF THE SAID LICENCE

CET AVENANT À LA LICENCE DE L'ENTREPRISE
DE RADIODIFFUSION NUMÉRO 2007-0305-001-2014
EST PAR LA PRÉSENTE ANNEXÉ À LADITE
LICENCE ET EN DEVIENT UNE PARTIE
INTÉGRANTE.

The licence is amended as follows:

1. By deleting:

RADIO MCGILL

1. À supprimer:

2. By adding:

RADIO CKUT

Except as provided herein, all other provisions, conditions
and terms of the said licence remain in full force and effect.

En dehors de ce qui précède, toutes les autres dispositions
et conditions de la licence restent en vigueur.

Date 4 October 2007
Le 4 octobre 2007

Canada
Licence to carry on a campus radio programming undertaking

- Community-based campus
- Instructional
- Developmental

Issued in accordance with the provisions of the Broadcasting Act, and the Regulations made thereunder.

Radio McGill

is hereby authorized to carry on an English-language community-based campus FM radio programming undertaking on the frequency 90.3 MHz at

Montreal, Quebec

with local programming and programs received from any network, except as otherwise provided under a condition of this licence.

This licence includes authorization to make use of any subsidiary communications multiplex operation (SCMO) channel included within the main channel, except as otherwise provided under a condition of this licence. (For FM stations only)

This licence shall remain in force from 1 September 2007 until 31 August 2014

This licence is not valid during any period while the broadcasting certificate(s) issued under the Radiocommunication Act is(are) suspended or revoked.

This licence is subject to the conditions on the back hereof which form an integral part of this licence.

Canada
CONDITIONS FOR COMMUNITY-BASED CAMPUS,
INSTRUCTIONAL, AND DEVELOPMENTAL STATIONS

1. Except as authorized by the Commission, this broadcasting undertaking shall be operated in fact by the licensee itself. The licence cannot be transferred or assigned.

2. If the licensee originates 42 or more hours of programming in any broadcast week, the licensee must adhere to the guidelines on gender portrayal set out in the Canadian Association of Broadcasters’ (CAB) Sex-Role Portrayal Code for Television and Radio Programming, as amended from time to time and approved by the Commission.

3. The licensees shall adhere to the provisions of the CAB’s Broadcast Code for Advertising to Children, as amended from time to time and approved by the Commission.

4. The licensee shall not affiliate with or disaffiliate from the Canadian Broadcasting Corporation without the prior written approval of the Commission.

5. Subject to paragraph 6, the undertaking shall be operated on the basis of the contours and particulars contained in the approved application.

6. This licence is also subject to any other conditions of licence which are specified in the most recent renewal decision (other than an administrative renewal) or, if there has been no renewal, in the initial licensing decision, and in any subsequent written authorizations granted during the term of this licence.

7. The licensees shall broadcast, during each broadcast week, no more than 504 minutes of advertising (content category 5), with a maximum of 4 minutes in any hour of the broadcast week.

CONDITIONS FOR FM STATIONS ONLY

8. As outlined in Public Notice CRTC 1989-23, as amended from time to time, the licensee shall not use its Subsidiary Communications Multiplex Operation channel without the prior written approval of the Commission in order to distribute ethnic programs, where the time devoted to these programs represents more than 15% of the broadcast week and the licensee’s service area overlaps an area already served by an ethnic station.

CONDITIONS FOR COMMUNITY-BASED CAMPUS AND INSTRUCTIONAL STATIONS ONLY

9. The licensees shall devote, during each broadcast week, at least 25% of its programming to Spoken Word (content category 1) which is comprised of News (content subcategory 11) and Spoken Word - Other (content subcategory 12), as defined in Public Notice CRTC 2000-14, as amended from time to time.

10. The licensee shall devote, during each broadcast week, at least two-thirds of its programming to station-produced programming.

11. The licensees shall devote, during each broadcast week, a minimum of 3% of its musical selections to musical selections from Special Interest Music (content category 3), as defined in Public Notice CRTC 2000-14, as amended from time to time.

CONDITIONS FOR ENGLISH LANGUAGE COMMUNITY-BASED CAMPUS STATIONS ONLY

12. The licensees shall devote no more than 10% of all the musical selections broadcast during each broadcast week to musical selections that qualify as hips, as defined in Public Notice CRTC 1997-42, as amended from time to time.

CONDITIONS POUR LES STATIONS DE CAMPUS AXÉES SUR LA COMMUNAUTÉ, D’ENSEIGNEMENT ET EN DÉVELOPPEMENT

1. Sauf lorsque le Conseil l’autorise, cette entreprise de radiodiffusion doit être exploitée effectivement par la titulaire de licence même. La présente licence ne peut être transférée ni cédée.

2. Si la titulaire produit au moins 42 heures d’diffusions au cours de toute semaine de radiodiffusion, la titulaire doit respecter les lignes directrices relatives à la représentation sociétés des personnes exposées dans le Code d’application concernant les idéotypes sexistes à la radio ni la télévision de l’Association canadienne des radiodiffuseurs (ACCR), compte tenu des modifications successives approuvées par le Conseil.

3. La titulaire doit respecter les dispositions du Code de la publicité radiodiffusée destinée aux enfants publié par l’ACCR, compte tenu des modifications successives approuvées par le Conseil.

4. La titulaire ne doit pas s’affilier à ou se désaffilier de la Société Radio-Canada sans avoir obtenu au préalable l’approbation écrite du Conseil.

5. Sous réserve du paragraphe 6, l’entreprise doit être exploitée en fonction du périmètre de rayonnement et autres détails contenus dans la demande approuvée.

6. La licence est également assujettie aux autres conditions de licence contenus dans la décision la plus récente relative au dernier renouvellement (autre qu’un renouvellement administratif) ou, dans le cas où il n’y a pas eu de renouvellement, dans la décision relative à la première licence, et dans toutes autres autorisations subséquentes données par écrit au cours de la période d’application de la présente licence.

7. La titulaire doit diffuser, au cours de toute semaine de radiodiffusion, un maximum de 504 minutes et un maximum de quatre minutes par heure de publicité (catégorie de teneur 5).
13. The licensee shall devote, during each broadcast week, at least 2 hours of its programming to formal educational programming that provides academic instruction.

14. For English-language stations only, the licensee shall devote no more than 30% of all the musical selections broadcast during each broadcast week to musical selections that qualify as hits, as defined in Public Notice CRTC 1997-42, as amended from time to time.

13. Le titulaire doit consacrer, au cours de toute semaine de radiodiffusion, au moins deux heures de sa programmation à des émissions éducatives conventionnelles qui dispensent un enseignement théorique.

14. Pour les stations de langue anglaise seulement, le titulaire doit consacrer, au cours de toute semaine de radiodiffusion, au plus 30% de l’ensemble des pièces musicales diffusées, à des pièces musicales considérées comme des grands succès, telles que définies dans l’Avis public CRTC 1997-42, compte tenu des modifications successives.
Notice concerning Personal Information

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the detection and prevention of fraud
- the analysis of business results
- purposes required or authorised by law

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/mandataries, and to certain non-related or unaffiliated organisations or companies.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on 514 861 8361 or through info@lloyds.ca
LLOYD’S UNDERWRITERS CODE OF CONSUMER RIGHTS & RESPONSIBILITIES

Lloyd’s Underwriters are committed to safeguarding your rights when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your underwriters and the insurance laws of your province/territory. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to the underwriters with whom insurance is being negotiated. Your policy outlines other important responsibilities. Underwriters and intermediaries acting on your behalf, and governments also have important roles to play in ensuring that your rights are protected.

Right to Be Informed

In dealing with Lloyd’s Underwriters, you will be represented by an Intermediary, such as a broker acting as your agent, and they may deal with other intermediaries. From the Intermediary with whom you deal, you can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how premiums are calculated based on relevant facts.

A policy issued by Lloyd’s Underwriters will expire on the day specified in the policy. If you wish to renew the policy, the Intermediary with whom you deal will have to approach the Underwriters participating in it, often through another Intermediary. If Lloyd’s Underwriters are given the information they require to determine renewal terms for the policy at least 45 days prior to its expiry, under normal circumstances, they will advise the Intermediary who approaches them of any changes to the policy terms at least 30 days prior to the expiration of the policy. Terms may subsequently change if there is a change in material facts prior to the expiration date.

Intermediaries may receive payments from Lloyd’s Underwriters in a variety of ways, which may include the payment of commissions. Lloyd’s strongly supports the disclosure and transparency of these commission arrangements. You have the right to ask the Intermediary with whom you deal for details of how and by whom the Intermediary is being paid.

Lloyd’s Underwriters accept business as members of syndicates each of which is managed by a ‘managing agent’. Lloyd’s has risk management procedures in place in respect of the relationship between Lloyd’s managing agents and any related companies that act as intermediaries. This is to ensure that the managing agent makes proper disclosures of any such arrangements. A policyholder may ask the Intermediary with whom he is dealing to disclose if it is a related company to a Lloyd’s managing agent. Depending on the jurisdiction, disclosure may be required in writing.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through brochures and websites, as well as through one-on-one meetings with the Intermediary with whom you deal. You have the option to shop the marketplace for the combination of coverages and service levels that best suit your insurance needs. To maintain your protection against loss, you must promptly inform your underwriters of any change in your circumstances through the Intermediary with whom you deal. The Underwriters with whom renewal is being negotiated must be given information required to determine renewal terms of your policy, via the Intermediary whom you are dealing with, at least 45 days prior to the expiration of the policy.
Right to Complaint Resolution

Lloyd's Underwriters are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access the Lloyd's complaint resolution process for Canada. The intermediary with whom you deal can provide you with information about how you can ensure that your complaint is heard and promptly handled. Disputes involving claims settlement matters may be handled by the Independent General Insurance OmbudService www.gic-scad.org where your complaint may be referred to an Independent Mediator or Senior Adjudicative Officer.

Responsibility to Resolve Disputes

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

Because it is important for you to disclose any and all information required by underwriters with whom insurance is being negotiated on your behalf to provide the insurance coverage that best suits you, you have the right to know from the intermediary with whom you deal the purposes for which Lloyd's Underwriters will use your personal information. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws with respect to their business in Canada.
IN THE EVENT OF A CLAIM

***PLEASE NOTE THE FOLLOWING NEW CLAIMS REPORTING INSTRUCTIONS***

PLEASE REPORT ANY OCCURRENCES, CLAIMS, ACTIONS OR SUITS AS SOON AS POSSIBLE, TO THE FOLLOWING:

Email: claims@elliottsr.com

Elliott Special Risks GP Inc.
2000 Mansfield Street, suite 710
Montreal, QC H3A 2Z4

Attention: Claims Department

Telephone: (514) 849-4992 ext.301
(877) 771-1211

Fax: (514) 849-9443

The reporting condition of the policy requires that you report any incidents which might give rise to a claim, even if no such claim has yet been received. Failure to promptly report an incident may jeopardize the investigation and defence of a subsequent legal action. To avoid the risk that individual losses may be denied as a result of late reporting, please report all incidents promptly.

15/04/10
COMMUNICATIONS LIABILITY INSURANCE POLICY FOR BROADCASTERS
Effectuated with certain Lloyd's Underwriters "the Insurer"
through Lloyd's Approved Coverholder ("the Coverholder"):
ELLIOTT SPECIAL RISKS GP INC.
710 - 2000 Mansfield Street
Montreal, QC H3A 2Z4

PLEASE READ YOUR POLICY CAREFULLY.

PLEASE NOTE: DEFENSE COSTS UNDER THIS POLICY WILL BE PAID IN ADDITION TO THE LIMIT OF LIABILITY, SUBJECT TO THE RETENTION.

DECLARATIONS

POLICY NUMBER: MLP0711

1. Named Insured: RADIO CKUT - FM

2. Address:
   3647 rue University
   Montreal, Quebec
   H3A 2B3

3. Broadcasting Station(s):
   CKUT - FM

4. Policy Period:
   From: March 1, 2012
   To: March 1, 2013
   12:01 a.m. Standard Time at the address of the Named Insured as stated above.

5. Retention:
   $10,000
   Each Event

6. Limits of Liability:
   $1,000,000
   Each Event
   $1,000,000
   Policy Period Aggregate

7. Premium:
   $3,100.00

The insurance contract consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto:

ENDORSEMENT NUMBER 1 through 9

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. ESR2012001 (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

In witness whereof this policy has been signed as authorized by the Underwriters, by ELLIOTT SPECIAL RISKS GP INC.

Per

[Signature]

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

For purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.
MISINTERPRETATION OF DATE – EXCLUSION

It is agreed that this Policy does not apply to any liability or alleged liability arising directly or indirectly out of:

1. the actual or alleged failure, malfunction or inadequacy of any:
   a) electronic data processing equipment, or other equipment, including microchips embedded therein:
   b) computer program:
   c) software:
   d) computer network:
   e) media:
   f) data:
   g) memory storage system:
   h) memory storage device:
   i) real time clock:
   j) date calculator:
   k) other related component, system, process, or device:
   l) other products and any services, data, or functions that directly or indirectly use or rely upon, in any manner, any of the items referred to in paragraph a) through k) above:

   to correctly read, recognize, process, distinguish, interpret or accept any encoded, abbreviated or encrypted date, time or combined date/time data or data field. Such failure shall include any error in original or modified data entry or programming.

2. any advice, consultation, design, evaluation, Inspection, Installation, maintenance, repair, replacement or supervision provided or done by or for the Named Insured to determine, rectify, or test for any potential or actual problems described in paragraph 1) of this endorsement.

All other terms and conditions remain unchanged.
ENDORSEMENT NUMBER: 2
POLICY NUMBER: M.P0711
INSURED: RADIO CKUT - FM
EFFECTIVE DATE: March 1, 2012

TERRORISM EXCLUSION ENDORSEMENT

The insurer will not cover YOU, pay DAMAGES, provide YOU with a defence or make supplementary payments for claims arising directly or indirectly, in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to YOUR performance of professional services.

The following definition is added:

Wherever used in the endorsement, or wherever used in any other endorsement or in any policy to which this endorsement is applicable, "terrorism" means an Ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

All other terms and conditions remain unchanged.

0805-GP
ENDORSEMENT NUMBER: 3
POLICY NUMBER: MLP0711
INSURED: RADIO CKUT - FM
EFFECTIVE DATE: March 1, 2012

RETENTION DEPOSIT ENDORSEMENT

It is understood and agreed that at any time after notification of a claim pursuant to the conditions of this Policy, the Insurer may require the Insured to deposit all or a part of the retention in an institution acceptable to the Insurer. Failure of the Insured to comply with this requirement shall result in the exclusion of that claim from the coverage of this Policy.

All other terms and conditions remain unchanged.
ENDORSEMENT NUMBER: 4
POLICY NUMBER: MLP0711
INSURED: RADIO CKUT - FM
EFFECTIVE DATE: March 1, 2012

ON-LINE / INTERNET EXCLUSION ENDORSEMENT

It is understood and agreed that this Policy does not cover any on-line or Internet related activities by the Insured.

All other terms and conditions remain unchanged.

0605-SP
ENDORSEMENT NUMBER: 5
POLICY NUMBER: MLP0711
INSURED: RADIO CKUT - FM
EFFECTIVE DATE: March 1, 2012

DELAY DEVICE ENDORSEMENT

It is understood and agreed that this Policy does not apply to "open line", "call-in" or other audience participation programming, to "talk" shows or to interview programs unless the Insured, during the broadcast, telecast or cablecast of the programming, employs a delay device or unless the programming is pre-recorded or pre-taped.

All other terms and conditions remain unchanged.

0865-3P
ENDORSEMENT NUMBER: 6
POLICY NUMBER: MLP0711
INSURED: RADIO CKUT - FM
EFFECTIVE DATE: March 1, 2012

COMPARATIVE ADVERTISING EXCLUSION ENDORSEMENT

It is understood and agreed that this Policy shall not apply to any demand, claim or suit arising out of comparative advertising by or on behalf of the INSURED.

For purposes of this Endorsement, "comparative advertising" means advertising in which a product or service is compared to another product or service specifically by name or by implication.

All other terms and conditions remain unchanged.

0665-GP
ENDORSEMENT NUMBER: 7
POLICY NUMBER: MLP0711
INSURED: RADIO CKUT - FM
EFFECTIVE DATE: March 1, 2012

It is agreed that this Policy excludes any claims arising out of web sites, forums or chat rooms.

All other terms and conditions remain unchanged.

0805-GP
ENDORSEMENT NUMBER: 8
POLICY NUMBER: MLP0711
INSURED: RADIO CKUT - FM
EFFECTIVE DATE: March 1, 2012

It is agreed that McGill University is added as an additional insured but only in respect with the
insured's activities.

All other terms and conditions remain unchanged.

0805-GP
ENDORSEMENT NUMBER: 9
POLICY NUMBER: MLP0711
INSURED: RADIO CKUT - FM
EFFECTIVE DATE: March 1, 2012

It is agreed that this Policy does not provide coverage for any claim arising out of the Shock Jock.

All other terms and conditions remain unchanged.

0805-SP
The Insurer agrees with the Insured named in the Declarations made a part hereof, in consideration of the premium and subject to all of the provisions of this policy as follows:

SECTION I

COVERAGE

A. Communications Liability. The Insurer shall pay on behalf of the Insured such loss in excess of the Insured's retention and within the limit of liability stated in the Declarations as the Insured sustains by reason of liability imposed by law or assumed under contract for damages (defined herein as compensatory, statutory, punitive and exemplary damages) on account of injury sustained by any person or organization arising out of:

(1) any defamation including libel, slander or trade libel;
(2) any disparagement or harm to character, reputation or feelings;
(3) any product disparagement;
(4) any invasion or infringement of or interference with the right or privacy or publicity including intrusion, public disclosure of private facts, unwarranted or wrongful publicity, false light or the use of name or likeness for profit;
(5) outrage, outrageous conduct or infliction of emotional distress;
(6) misstatement or misleading statement as a result of a negligent error or omission in advertisements;
(7) plagiarism or misappropriation of information or ideas;
(8) piracy;
(9) infringement of copyright;
(10) infringement of title, slogan, trademark, trade name, service mark or service name;
(11) unfair competition pertaining to and alleged in conjunction with a claim of plagiarism, misappropriation of information or ideas, piracy, infringement of copyright, title, slogan, trademark, trade name, service mark or service name;

committed in the utterance or dissemination of matter by or with the permission of the Named Insured or its subsidiary during the policy period in any broadcast or telecast over the named broadcasting station(s) and in any publication or advertisement which is incidental to the operation of the named broadcasting station(s).

B. Personal Injury Liability. The Insurer shall pay on behalf of the Insured such loss in excess of the retention and within the limit of liability stated in the Declarations as the Insured sustains by reason of liability imposed by law or assumed under contract for damages (defined herein as compensatory, statutory, punitive and exemplary damages) on account of injury sustained by any person or organization arising out of:

(1) any defamation including libel, slander or trade libel;
(2) any disparagement or harm to character, reputation or feelings;
(3) any product disparagement;

(4) any invasion or infringement of or interference with the right of privacy or publicity including intrusion, public disclosure of private facts, unwarranted or wrongful publicity, false light or the use of name or likeness for profit;

(5) outrage, outrageous conduct or infliction of emotional distress;

(6) false arrest, detention or imprisonment, or malicious prosecution;

(7) invasion of the right of private occupancy including wrongful entry or eviction, trespass or eavesdropping;

committed in the collection or acquisition of matter by or with the permission of the Named Insured or its subsidiary during the policy period for broadcast or telecast over the named broadcasting station(s) and for any publication or advertisement which is incidental to the operation of the named broadcasting station(s); provided that such act need not have been committed during the policy period if it is alleged in conjunction with a claim under coverage A above.

SECTION II

DEFENSE, SETTLEMENT AND DEFENCE COSTS

A. Defense. The Insurer, in the Insured's name and behalf, shall have the duty to investigate, defend and conduct settlement negotiations in any claim or suit alleging any act or acts enumerated in Section I, with respect to which this policy may be applicable, even if such claim or suit is groundless, false, fraudulent or for an amount less than the Insured's retention.

The Insured may confer with the Insurer at any time with respect to the Insurer's choice of counsel; provided, that the Insurer shall make the ultimate decision to employ or continue utilizing the services of such counsel.

The Insurer's duty to investigate and defend shall extend to any demand or suit for retraction, correction or injunctive relief which alleges any act or acts enumerated in Section I with respect to which this policy would have been applicable if damages had been sought.

The Insurer shall not be obligated to defend any claim or suit after such time as the Insurer's applicable limit of liability has been exhausted by its payment of loss, or as otherwise provided herein.

B. Settlement. The Insurer shall not settle any claim or suit without the consent of the Insured. The Insured shall not admit liability for, nor make any voluntary settlement, nor incur any costs or expenses in connection with any claim or suit involving payment by the Insurer, except with the written consent of the Insurer, save at its own cost; provided, that the Insured shall have sole control over the decision to settle any claim or suit or to appeal any judgment if the amount of the settlement or judgment and defense costs combined is less than or equal to the Insured's remaining retention.

If the Insured is satisfied with the judgment as rendered in the trial court or with any settlement which is offered and the Insurer is not satisfied with same, and providing that the amount of the judgment or settlement and defense costs combined is in excess of the Insured's remaining retention, the Insurer shall have the right to defend the suit or appeal
from the judgment in the name of the Insured and the Insurer shall bear all costs and legal expenses pertaining to such trial or appeal, including any increase in the judgment amount.

If the Insurer is satisfied with the judgment of the trial court or with any settlement which is offered, and the insured is not satisfied with same, and providing that the judgment or settlement is in excess of the Insured's remaining retention, the Insurer may pay to the Insured the difference between the amount of the settlement or judgment and the Insured's retention, and shall thereby be relieved from further liability of any kind, including, but not limited to, the duty to continue to defend, as respects such claim.

C. Defense Costs. With respect to such insurance as is afforded by this policy, the Insurer shall pay, subject to the Insured's retention and in addition to the Insurer's limit of liability:

(1) all expenses incurred in the defense of any demand, claim or suit alleging any act or acts enumerated in Section I;

(2) all premiums on appeal bonds and bonds to release attachments, limited to that portion of such bond that does not exceed the limit of liability of this policy, but without any obligation to apply for or furnish such bonds;

(3) all costs taxed against the Insured in any suit and all expenses incurred by the Insurer;

(4) all interest accruing after the entry of judgment, but only for that portion of the judgment which does not exceed the limit of liability, until the Insurer has tendered or paid such part of such judgment as does not exceed the Insurer's limit of liability thereon;

(5) all reasonable expenses incurred by the Insured at the Insurer's request in assisting the Insurer in the investigation and defense of any demand, claim or suit, other than loss of earnings.

SECTION III
EXCLUSIONS

This policy does not apply to:

A. claims for or arising out of intentional false advertising or misrepresentation in advertising of the named broadcasting station(s) or in publications which are incidental to the operation of the named broadcasting station(s);

B. claims for or arising out of breach of express warranties or guarantees, or breach of fiduciary relationships with respect to advertised, publicized, or promoted goods or services;

C. claims for or arising out of the cost of producing or reproducing advertisements including, but not limited to, tapes, films, cassettes or other mode of dissemination or exhibition or the cost of any services in conjunction therewith;

D. claims for or arising out of bodily injury or property damage;

E. claims for or arising out of any judicially determined dishonest, fraudulent or criminal act, or any criminal fine or penalty.
SECTION IV
RETENTION AND LIMIT OF LIABILITY

The INSURED shall retain as its own net retention as respects each event loss, defense costs or a combination of both in the amount stated in Item 5 of the Declarations.

The limit of liability stated in Item 6 of the Declarations is the total liability of the Insurer for all loss as a result of all events taking place during the policy period. The limit of liability shall apply in excess of the retention.

Should the Insurer, for any reason, pay for a loss without regard to the retention, the Insured shall reimburse the Insurer for that part of the retention that has been paid, within 30 days of the Insurer's request for such reimbursement.

SECTION V
DEFINITIONS

When used in this policy, including endorsements forming a part hereof:

A. "Advertisement" means an advertisement, or publicity or promotional materials;

B. "Assumed under contract" means liability assumed by an Insured by virtue of a hold harmless or indemnity agreement pertaining to the content of matter furnished by the Insured but only as respects matters for which insurance is afforded under Section I A or B;

C. "Bodily injury" means bodily injury to, or sickness, disease or death of any person;

D. "Confidential source" means a person from whom an Insured obtained information in exchange for the Insured's promise to maintain that person's anonymity;

E. "Damages" means compensatory, statutory, punitive and exemplary damages;

F. "Event" shall mean, for purposes of the retention and limit of liability:

(1) all utterances and disseminations of matter, including all collections and acquisitions of such matter, on one or a series of dates relating to the same subject or person or class of persons; or

(2) all collections and acquisitions of matter on one or a series of dates relating to the same subject or person or class of persons, if there was no utterance or dissemination of such matter;

irrespective of the number of:

(1) Insureds on the policy;
(2) named broadcasting station(s);
(3) advertisements;
(4) claims or suits;
(5) coverages;
(6) claimants who sustain injury;
(7) collections, acquisitions, utterances or disseminations.
If an event takes place which involves two or more policies issued consecutively by the Insurer, the event shall be deemed to have taken place at the time the matter was first uttered or disseminated or, if there was no such utterance or dissemination, at the time the matter was first collected or acquired.

The use of such matter by others shall be deemed to be part of the original event.

G. The unqualified word “Insured” means:

1. the Named Insured and any subsidiary owned and controlled by the Named Insured at the beginning of the policy period, including each director, officer, trustee, partner, stockholder or employee thereof while acting within the scope of the person’s duties as such;

2. each named broadcasting station, including each director, officer, trustee, partner, stockholder or employee thereof while acting within the scope of the person’s duties as such;

3. any subsidiary acquired by the Named Insured during the policy period if the Named Insured notifies the Insurer within 90 days following the acquisition by the Named Insured. The Named Insured shall pay any additional premium required because of the application of the insurance to such acquisition;

4. any agent or independent contractor including, but not limited to, photographers, free lance writers, stringers and correspondents, who provides services for or matter to the Named Insured, provided the Named Insured has agreed in writing prior to a claim or demand being made or a suit being brought to include such agent or independent contractor as an Insured under this policy. Any such agent or independent contractor may be included as an Insured under this policy after a claim or demand has been made or a suit has been brought only with the prior written consent of the Insurer.

H. “Loss” means such monetary amounts as are payable by the Insured in settlement of claims or in satisfaction of judgments (including prejudgment interest and plaintiff’s costs included in the judgment) but does not include salaries or expenses of employees of the Insured.

I. “Named Insured” means the person or organization named in Item 1 of the Declarations;

J. “Named broadcasting station(s)” means the publication(s) named in Item 3 of the Declarations;

K. “Piracy” means the infringement, misappropriation or unlawful use of copyrighted material;

L. “Property damage” means injury to or destruction of any property, including the loss of use thereof;

M. “Unfair competition” means the invasion, misuse, misappropriation or infringement of literary, artistic or musical property rights of another;

N. “Subsidiary” means any subsidiary, affiliate, foundation, division or other entity which is more than 50% owned by the Named Insured and is controlled by the Named Insured.
SECTION VI
CONDITIONS

A. Policy Period. The policy period shall be the period set forth in Item 4 of the Declarations, unless this policy is cancelled as specified herein. In the event of such cancellation, the policy period shall end on the date such cancellation is effective. Each policy period shall begin and end at 12:01 A.M. standard time at the address of the Named Insured.

B. Premium. The Named Insured shall pay to the Insurer the premium specified in Item 7 of the Declarations for each policy period; provided, that if this policy is cancelled as of a date other than the expiration date, the premium due the Insurer for such policy period ending on the cancellation date shall be:

(1) the customary short rate amount of the policy period premium stated in the Declarations, if such cancellation is by the Named Insured;

(2) the pro rata amount of the policy period premium stated in the Declarations, if such cancellation is by the Insurer.

C. Notice. The Insured agrees to give prompt written notice to the Insurer of:

(1) any claim or demand made or suit brought against the Insured; and

(2) any proceeding, event or development which in the judgment of the Insured might result in a claim against the Insured;

and shall forward promptly to the Insurer copies of such pleadings and reports as may be requested by the Insurer.

The Insured shall cooperate with the Insurer and, upon the Insurer’s request, shall attend hearings and trials and shall assist in effectuating settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.

D. Confidential Source. The Named Insured’s rights shall not be adversely affected by the following:

(1) the refusal of an Insured to reveal the identity of a confidential source;

(2) the accidental or unintentional identification of a confidential source by an Insured.

E. Other Insurance. If the Insured has other valid and collectible insurance or indemnity against loss to which this policy applies, the insurance afforded by this policy shall be excess over such other insurance or indemnity except that any insurance or indemnity which is specifically issued to be excess of this policy shall not be deemed “other insurance.”

F. Territory. The territory of this policy is worldwide.

G. Subrogation. In case of payment of loss, defense costs or a combination of both by the Insurer, the Insurer shall be subrogated to the extent of the amount of such payment to the Insured’s right of recovery against any person or organization for such loss and defense costs and the Insured shall execute all papers required, and shall cooperate with
the Insurer to secure such rights. However, in no event shall the Insurer be subrogated in a right of action against another Insured.

Any recovery (after expenses) shall be used to reduce loss and defense costs and so much of such recovery shall be paid to the Insurer as will reduce the loss and defense costs ultimately borne by the Insurer to what they would have been had the recovery preceded any payment of such loss and defense costs by the Insurer.

H. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this policy, or stop the Insurer from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by a duly authorized representative of the Insurer.

I. Assignment. No assignment of interest under this policy shall be valid, unless the written consent of the Insurer is endorsed thereon, signed by a duly authorized representative of the Insurer.

J. Action Against Insurer. No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Insurer.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Insurer as a party to any action against the Insured to determine the Insured's liability, nor shall the Insurer be impleaded by any person or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations hereunder.

K. Terms of Policy Conformed to Statute or Public Policy. Terms of this policy, including but not limited to the definition of damages, which are in conflict with the statutes or public policy of the Province wherein this policy is issued are hereby amended to conform to such statutes or public policy.

L. Currency. All references to dollar amounts in this policy are references to and payable in the currency of Canada.

M. Cancellation and Non-renewal. This policy may be cancelled by the Named Insured by surrendering the policy to the Insurer or any of its authorized representatives or by mailing to the Insurer written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Insurer by mailing to the Named Insured at the address specified herein written notice stating when not less than 60 days thereafter, or 10 days in the case of non-payment of premium, such cancellation shall be effective. Such mailing of notice shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall be the end of the policy period. Delivery of such written notice either by the Named Insured or the Insurer shall be equivalent to such mailing.

The Insurer reserves the right to decline renewal of this policy but agrees to notify the Named Insured in writing at least 60 days in advance of the expiration date of this policy of its intent not to renew the policy.
Commercial Insurance - New Policy

Dear Policyholder, 6 Mar 2012

We are pleased to provide you with your new Commercial Insurance Policy. We recommend you review this document carefully to ensure that the details are correct and that the coverage provided meets your needs.

Together with your broker, we thank you for your business.

A convenient way to pay
Rather than paying one lump sum for your policy premium, you can pay in installments and may also have your payments deducted automatically from your bank account.

Interested in learning more? Speak to your broker for further details.
As a major insurance group, we are committed to the highest standards of integrity in our relationships with our customers, staff and business partners. We expect to be judged on our success in meeting these standards at all times and under all circumstances.

Head Office
Royal & Sun Alliance Insurance Company of Canada
10 Wellington Street East, Toronto, ON M5E1L5
Customer information Services: 1 888 877 1710
www.rsagroup.ca

Important Messages

Please see your policy wording for more details. The terms, conditions and exclusions of your policy govern all situations.

Protecting the privacy and confidentiality of your personal information is important to us. Our privacy policy outlines our commitment to you. This policy has changed. To view the latest version, please visit our website or call 1-888-877-1710 or (905) 403-2333 ext. 4260.

Also on our website, in the "About Us" section under Customer Relations, is our code of Consumer Rights and Responsibilities.

R&SA is a registered trade name of Royal & Sun Alliance Insurance Company of Canada. "R&SA" and the R&SA logo are trademarks used under license from RSA Insurance Group plc.
Commercial Insurance – DECLARATIONS
New Policy

Policy Number  COM 040832299

Your Insurer
Roya & Sun Alliance Insurance Company of Canada

Named Insured and Mailing Address
RADIO CKUT 90.3 FM
3647 RUE UNIVERSITY
MONTREAL QC H3A 2B3

Your Broker
ACCENT SOLUTIONS D'ASSURANCES
7799 BOUL NEWMAN
LASALLE QC H8N 1X7
514 393-3636

Policy Period
Policy Effective Date  15 Mar 2012 at 12:01 a.m.
Policy Expiry Date  15 Mar 2013 at 12:01 a.m.

All times are local times at the Named Insured’s mailing address shown above.

Cancellation Number of Days 30

Policy Premium
Total Cost  $4,893.00
Total Premium  $4,893.00

Method of Payment
Please pay your broker, Total plus any applicable PST

This policy contains one or more clauses that may limit the amount payable.
Commercial Insurance – DECLARATIONS
New Policy

Coverage Summary and Limits of Insurance

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Coverage</th>
<th>Amount or Limit of Insurance ($)</th>
<th>Deductible ($)</th>
<th>Premium ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>E0165</td>
<td>Land and Water Pollution Clean up Extension</td>
<td>25,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following coverages contain an aggregate amount or limit which is the most we will pay for the policy period.

The following coverages and limit of insurance apply on a per loss basis:

<table>
<thead>
<tr>
<th>B0001</th>
<th>Commercial Building, Equipment and Stock (Broad Form)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contents at Non-owned Locations</td>
</tr>
<tr>
<td></td>
<td>Newly Acquired Building and Contents</td>
</tr>
<tr>
<td></td>
<td>Parcel Post</td>
</tr>
<tr>
<td></td>
<td>Other Transit</td>
</tr>
<tr>
<td></td>
<td>Sales Representative</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E0168</th>
<th>Master Key Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2,500</td>
</tr>
</tbody>
</table>

All locations including Inland Marine (except B0120 Motor Truck Carriers Legal Liability) are subject to the following:

<table>
<thead>
<tr>
<th>A0034</th>
<th>General Deductible Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>A0073</td>
<td>General Insurance Agreement and Conditions Applicable to This Policy</td>
</tr>
<tr>
<td>A0098</td>
<td>General Conditions</td>
</tr>
</tbody>
</table>

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Commercial Insurance – DECLARATIONS
New Policy

Policy Number COM 040832299
Print Date 6 Mar 2012

Coverage Summary for Location
3647 RUE UNIVERSITY MONTREAL QC H3A 2B3

Business of Insured
Radio CKUT

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Coverage</th>
<th>Amount or Limit of Insurance ($)</th>
<th>Deductible ($)</th>
<th>Premium ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B0001</td>
<td>Commercial Building, Equipment and Stock (Broad Form) Contents</td>
<td>166,000</td>
<td>1,000</td>
<td>607</td>
</tr>
<tr>
<td></td>
<td>Co-insurance requirement - 90%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B0048</td>
<td>Computer Small Business (Broad Form) Hardware</td>
<td>25,000</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Co-insurance requirement - 90%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Property Insured Electronic hardware usual to the Insured's business Data</td>
<td>3,750</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Co-insurance requirement - 90%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Extra Expense</td>
<td>3,750</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>In Transit 25,000</td>
<td>1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B0054</td>
<td>Accounts Receivable Accounts Receivable</td>
<td>25,000</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Protection of records No special storage requirements.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B0057</td>
<td>Valuable Papers Valuable Papers Blanket</td>
<td>25,000</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Protection of valuable papers No special storage requirements.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B0058</td>
<td>Sign Floater Sign Scheduled Co-Insurance requirement - 100%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Coverage Summary for Location  continued**

3647 RUE UNIVERSITY MONTREAL QC H3A 2B3

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Coverage</th>
<th>Amount or Limit of Insurance ($)</th>
<th>Deductible ($)</th>
<th>Premium ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROPERTY Continued</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B0058</td>
<td>Sign Floater Continued</td>
<td></td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Item #0001</td>
<td>10,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SIGN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B0112</td>
<td>Extra Expense (Broad Form)</td>
<td>Extra Expense</td>
<td>10,000</td>
<td></td>
</tr>
</tbody>
</table>

**Applicable Forms and Coverages for Property at this Location**

- **E0040**  Sewer Back-up Extension
  - Aggregate Limit for All coverages: $50,000
- **E0043**  Automatic Fire Suppression System Recharge Expense Extension: $25,000
- **E0045**  Fire Department Service Charges Extension: $25,000
- **E0046**  Brands and Labels Extension: $25,000
- **E0050**  Computer Protection Small Business - Systems Breakdown Extension: $25,000
- **E0173**  Professional Fees Extension: $25,000
- **E0002**  Stock Spillage Extension
- **E0052**  By-Laws Extension
- **E0128**  Stock Spillage including Off-Premises Utility Extension
- **E0212**  Terrorism Exclusion (For use for the Province of Quebec)

- **G0088**  Glass
  - Blanket - All Interior and Exterior Glass: $10,000

- **S0001**  Equipment Breakdown Coverage
  - Equipment Breakdown Property Damage
  - Equipment Breakdown Expediting Expenses: $1,000
  - Equipment Breakdown Water Damage: $100,000
  - Equipment Breakdown Ammonia Contamination: $100,000
  - Equipment Breakdown Hazardous Substance: $100,000
  - Equipment Breakdown Professional Fees
  - Equipment Breakdown Business Interruption

**Business interruption and waiting period**

Follows property section
Subject to 24 hours waiting period

- Equipment Breakdown Mould: $50,000
- Equipment Breakdown Data and Media: $25,000
- Equipment Breakdown Selling Price

*Page 6 of 12*
### Coverage Summary for Location  
**continued**  
3647 RUE UNIVERSITY MONTREAL QC H3A 2B3

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Coverage</th>
<th>Amount or Limit of Insurance ($)</th>
<th>Deductible ($)</th>
<th>Premium ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>S0001</td>
<td><strong>Equipment Breakdown Coverage Continued</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Equipment Breakdown Brands and Labels</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Equipment Breakdown Errors and Omissions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Equipment Breakdown Service Interruption</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Equipment Breakdown Interruption by Civil Authority</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Equipment Breakdown Contingent Business Interruption/Extra Expense</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Equipment Breakdown By-laws Coverage</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 3D CRIME

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Coverage</th>
<th>Amount or Limit of Insurance ($)</th>
<th>Deductible ($)</th>
<th>Premium ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>D0000</td>
<td><strong>Comprehensive Dishonesty, Disappearance and Destruction</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Loss Inside</td>
<td>1,000</td>
<td>500</td>
<td>68</td>
</tr>
<tr>
<td></td>
<td>Loss Outside</td>
<td>1,000</td>
<td>500</td>
<td>13</td>
</tr>
<tr>
<td>D0009</td>
<td>Agreement I, II or III - Deductible Limitation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D0042</td>
<td>Agreement II and III - Reduction in Limit of Insurance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Overnight</td>
<td>1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Custodian's House</td>
<td>1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D0061</td>
<td>Agreement II and III - Medical Expenses Resulting from Robbery</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Per Accident</td>
<td>1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Aggregate</td>
<td>10,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### CRIME

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Coverage</th>
<th>Amount or Limit of Insurance ($)</th>
<th>Deductible ($)</th>
<th>Premium ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C0085</td>
<td><strong>Damage to Building by Burglary or Robbery</strong></td>
<td>10,000</td>
<td></td>
<td>142</td>
</tr>
<tr>
<td>A0100</td>
<td>Commercial Crime Conditions</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Coverage Summary for Inland Marine

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Coverage</th>
<th>Amount or Limit of Insurance ($)</th>
<th>Deductible ($)</th>
<th>Premium ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B0056</td>
<td>Miscellaneous Articles (Broad Form)</td>
<td>1,645</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Miscellaneous Articles Scheduled</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Co-Insurance requirement - 100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Item #0001</td>
<td>100,000</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANTENNE POUR TRANSMETTEUR SITUÉ AU 2000 B CAMILIEN-HO quarantine, &quot;VOIE&quot;, MONTREAL QC H3H 1A2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B0061</td>
<td>Exhibition Floater</td>
<td>10,000</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Property Insured</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Property usual or incidental to the exhibit of the Insured including stands, exhibits, brochures, displays and promotional items.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Applicable Forms and Coverages for Inland Marine

- **E0212** Terrorism Exclusion (For use for the Province of Quebec)
Coverage Summary for 3D Fidelity

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Coverage</th>
<th>Amount or Limit of Insurance ($)</th>
<th>Deductible ($)</th>
<th>Premium ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>D0000</td>
<td>Comprehensive Dishonesty, Disappearance and Destruction</td>
<td>5,000</td>
<td></td>
<td>110</td>
</tr>
<tr>
<td></td>
<td>Bond Form A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Money Orders and Counterfeit Paper Currency</td>
<td>5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Depositors Forgery</td>
<td>5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A0073</td>
<td>General Insurance Agreement and Conditions Applicable to This Policy</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Commercial Insurance – DECLARATIONS**

**New Policy**

Policy Number: COM 040832299  
Print Date: 6 Mar 2012

---

**Coverage Summary for Commercial General Liability**

**Business of Insured**
Radio CKUT

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Coverage Description</th>
<th>Amount of Limit of Insurance ($)</th>
<th>Deductible ($)</th>
<th>Premium ($)</th>
</tr>
</thead>
</table>
| 57300       | Commercial General Liability Form  
Coverage A Bodily Injury and Property Damage Liability ($ per Occurrence) | 2,000,000 | 500 | 1.887 |
| 57300       | Coverage C Medical Payments ($ any one person) | 2,500 | | |
| 57300       | Coverage D Tenants' Legal Liability ($ any one premises) | 250,000 | 500 | |
| 57300       | General Aggregate | 5,000,000 | | |
| A0073       | General Insurance Agreement and Conditions Applicable to This Policy | | | |
| 57103       | Products - Completed Operations Hazard Exclusion | 250,000 | 1,000 | 96 |
| 57123       | Employee Benefits - Errors and Omissions Insurance Extension Aggregate | 250,000 | | |
| 57137       | Elevator Collision Insurance | 25,000 | | |
| 57198       | Coverage Territory Limitation (Canada Only) | | | |
| 58001       | Q.P.F. No. 6 Quebec Automobile Insurance Policy (Non-Owned Form)  
NOA Quebec | 2,000,000 | | 65 |
| 58101       | Q.E.F. No. 6-99 Excluding Long Term Leased Vehicle Endorsement | | | |

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**Manuscript Endorsement**

L26 Limited Fungi and Fungal Derivatives Extension  
Attached to and forming part of the Commercial General Liability Form.

This insurance is extended as follows:

The L26 Limited Fungi and Fungal Derivatives Extension is added to this policy.

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*Le nom et le logo « RSA » sont des marques de commerce appartenant au RSA Insurance Group plc et utilisées sous licence par la Royal & Sun Alliance du Canada, société d'assurances.*
Policy Number  COM 040832299

This policy is not valid unless it is signed by an authorized representative of the Royal & Sun Alliance Insurance Company of Canada.

[Signature]
Authorized signature of Insurer
1. **Email from CKUT:**

   From: admin@ckut.ca [mailto:admin@ckut.ca]
   Sent: Thursday, February 09, 2012 1:07 PM
   To: Robyn Wiltshire
   Cc: Maggie Knight; Linda Webb, Mrs.; Vilma Campbell
   Subject: Re: Letter from the Deputy Provost

   Dear Professor Mendelson,

   On behalf of CKUT Board of Directors, Radio CKUT confirms receipt and acceptance of
   the letter sent to us Feb 9th 2012.

   Louise Burns
   Sales & Administration
   514-448-4041 ext 4975

2. **Letter from the Deputy Provost (Student Life and Learning) dated February 9th 2012.**
February 9, 2012

Sent by email to CKUT: admin@ckut.ca
Sent by email to SSMU: president@ssmu.mcgill.ca

CKUT 90.3 fm
3647 rue Université
Montreal, Qc.
H3A 2B3

Attention: Louise Burns, Sales & Administration

Dear Ms. Burns,

I am replying to your letter, which I received by email on February 2, 2012.

In November 2011, CKUT asked the following question during the Fall 2011 referendum period conducted by SSMU on behalf of CKUT.

Do you support CKUT continuing as a recognized student activity supported by a fee of $4.00 per semester for full-time undergraduate students, which is not opt-outable on the Minerva online opt-out system but is directly refundable through CKUT, with the understanding that a majority "no" vote will result in the termination of all undergraduate funding to CKUT?

I have already conveyed my serious concerns about the question to you. Nonetheless, in order to move forward and enable discussions regarding a renewal of the Memorandum of Agreement and Lease to take place, I am prepared to accept the results of the Fall referendum as being only an affirmation from the undergraduate students of continued support for CKUT, as if the question had been:

Do you support CKUT continuing as a recognized student activity supported by a fee of $4.00 per semester for full-time undergraduate students, which is not opt-outable on the Minerva online opt-out system but is directly refundable through CKUT, with the understanding that a majority "no" vote will result in the termination of all undergraduate funding to CKUT?

However, please understand, to ensure that there is no misunderstanding in the future, the new MOA will include the requirement for a referendum on existence every five years, just prior to renewal of the MOA, and that the question to be asked will be as follows:

Do you support CKUT continuing as a recognized student activity supported by student fees with the understanding that a majority "no" vote will result in the termination of undergraduate student fees to CKUT?

Please confirm your acceptance of this by return email. Upon receipt of your confirmation, I will ask Mrs. Campbell to proceed with the discussion on renewal of the Memorandum of Agreement.

I trust that you will discuss any referendum that concerns any change in your fee with Mrs. Campbell to ensure that the University will be able to implement the change.
Sincerely,

Morton J. Mendelson, Ph.D.
Deputy Provost (Student Life and Learning)

c.c. Maggie Knight, President, SSMU
     Vilma Di Rienzo-Campbell

Enclosures: Letter from CKUT dated Thursday February 2, 2012
            Email from CKUT dated Tuesday February 7, 2012