FORM 51-102F3
MATERIAL CHANGE REPORT

Item 1 Name and Address of Company

CHUM Limited (the "**Company**")
299 Queen Street West
Toronto, ON M5V 2Z5

Item 2 Date of Material Change

July 12, 2006.

Item 3 News Release

A news release was issued by the Company and disseminated via Canada NewsWire on July 12, 2006.

Item 4 Summary of Material Change

On July 12, 2006, the Company entered into a support agreement (the "**Support Agreement**") with Bell Globemedia Inc. ("**BGM**"). The Support Agreement provides that, subject to the terms and conditions contained therein, BGM will make, or cause to be made, and the Company will support, an offer to acquire all of the issued and outstanding common shares ("**Common Shares**") and non-voting Class B Shares ("**Non-Voting Class B Shares**") of the Company at a cash price of $52.50 per Common Share and $47.25 per Non-Voting Class B Share (the "**Offer**").

The Estate of Allan Waters and various related entities, which are the Company's controlling shareholders, (the "**Controlling Shareholders**") have entered into a lock-up agreement with BGM (the "**Lock-Up Agreement**") which provides that, subject to certain terms and conditions, the Controlling Shareholders will deposit all of their Common Shares and Non-Voting Class B Shares to the Offer. The Controlling Shareholders own a total of 5,981,015 Common Shares, representing approximately 88.6% of the outstanding Common Shares, and 2,812,118 Non-Voting Class B Shares, representing approximately 13.2% of the outstanding Non-Voting Class B Shares.

A special committee of independent directors, created by the Company's Board of Directors, and comprising Gordon Craig (Chair), Denise Donlon, Larry Lamb and Fred Sherratt (the "**Special Committee**"), has reviewed the Offer in consultation with its independent legal and financial advisors. In that regard, the Special Committee has received an opinion from its financial advisor, CIBC World Markets Inc., that the consideration to be offered for each of the Common Shares and the Non-Voting Class B Shares (collectively, the "**Shares**") under the Offer is fair from a financial point of view to the holders of the applicable class of Shares. The Special Committee has unanimously recommended the Offer to the Company's Board of Directors, and those members of the Board of Directors entitled to vote have unanimously recommended that shareholders accept the Offer.

Item 5 Full Description of Material Change

Overview of the Offer

On July 12, 2006, the Company entered into the Support Agreement with BGM. The Support Agreement provides that, subject to the terms and conditions contained therein, BGM will make, or cause to be made, and the Company will support, an offer to acquire all of the issued and outstanding Common Shares and Non-Voting Class B Shares of the Company at a cash price of $52.50 per Common Share and $47.25 per Non-Voting Class B Share. The cash consideration represents a 50.0% premium over the 10-day weighted average trading price of the Common Shares and a 57.0% premium over the 10-day weighted average trading price of the Non-Voting Class B Shares, in each case as of July 11, 2006. The Offer establishes a $1.7 billion enterprise value for the Company.

The Controlling Shareholders have entered into the Lock-Up Agreement with BGM which provides that, subject to certain terms and conditions, the Controlling Shareholders will deposit all of their Shares to the Offer. The Controlling Shareholders own a total of 5,981,015 Common Shares, representing approximately 88.6% of the outstanding Common Shares, and 2,812,118 Non-Voting Class B Shares, representing approximately 13.2% of the outstanding Non-Voting Class B Shares.

The Offer is a result of a sale process conducted by Blair Franklin Capital Partners acting on behalf of the Controlling Shareholders. BGM was approached as part of this sale process.

Special Committee and Board Recommendation

The Special Committee has reviewed the Offer in consultation with its independent legal counsel, Blake, Cassels & Graydon LLP, and independent financial advisors, CIBC World Markets Inc. In that regard, the Special Committee has received an opinion from CIBC World Markets Inc. that the consideration to be offered for each of the Common Shares and the Non-Voting Class B Shares under the Offer is fair from a financial point of view to the holders of the applicable class of Shares. The Special Committee has unanimously recommended the Offer to the Company's Board of Directors, and those members of the Board of Directors entitled to vote have unanimously recommended that shareholders accept the Offer.

Terms and Conditions of the Support Agreement

The Support Agreement contains customary representations and warranties for a transaction of this type along with covenants of the Company with respect to certain matters including, without limitation, carrying on business in the ordinary course, recommending to its shareholders that they accept the Offer and assisting BGM in obtaining any necessary regulatory approvals. The following summary is qualified in its entirety by reference to the full text of the Support Agreement which is filed with this material change report.

Conditions of the Offer

The conditions to the Offer include:

(a) there having been validly deposited under the Offer and not withdrawn at least 66⅔% of the outstanding Common Shares (calculated on a fully-diluted basis);

(b) clearance under the *Competition Act* (Canada) ("**Competition Act Clearance**") shall have been obtained;

(c) BGM shall have determined in its reasonable judgment that no action, suit or proceeding shall have been threatened or taken or commenced before or by any governmental entity in Canada or elsewhere and no law shall have been proposed, enacted, promulgated or applied (in each case, other than in respect of the Competition Act Clearance or the CRTC Approval (as defined below)) to cease trade, enjoin, prohibit or impose material limitations or conditions on the purchase by or the sale to BGM of the Shares or the rights of BGM to own or exercise full rights of ownership of the Shares or to complete a compulsory acquisition or a subsequent acquisition transaction whereby BGM acquires the balance of the Shares not tendered to the Offer or which would have such an effect, or which has resulted in, or if the Offer was consummated would result in, a material adverse effect with respect to the Company;

(d) there shall not have occurred any change having a material adverse effect with respect to the Company;

(e) there shall not exist any prohibition at law, including a cease trade order, injunction or other prohibition or order at law or under applicable legislation, against BGM making or maintaining the Offer or taking up and paying for Shares deposited under the Offer or completing a compulsory acquisition or a subsequent acquisition transaction (other than in respect of Competition Act Clearance and the CRTC Approval);

(f) BGM shall have determined in its reasonable judgment that there does not exist and has not occurred any event, change, effect, condition, fact or circumstance that reflects a change in the information disclosed by the Company to BGM, certain of the Company's publicly filed documents or in the Company's financial statements that, individually or in the aggregate, has a material adverse effect with respect to the Company;

(g) the accuracy of all representations and warranties of the Company set forth in the Support Agreement;

(h) the Company shall have complied in all material respects with all covenants set forth in the Support Agreement that are to be complied with at or before the expiry of the Offer;

(i) the accuracy of all representations and warranties of the Controlling Shareholders set forth in the Lock-Up Agreement;

(j) the Controlling Shareholders shall have complied in all material respects with all covenants set forth in the Lock-Up Agreement that are to be complied with at or before the expiry of the Offer; and

(k) neither the Support Agreement nor the Lock-Up Agreement shall have been terminated, and no event shall have occurred that, with notice or lapse of time or both, gives BGM the right to terminate the Support Agreement or the Lock-Up Agreement.

Under the Offer, BGM expects to take up and pay for any and all tendered Non-Voting Class B Shares, but the Offer is not subject to any minimum tender condition in relation to such shares and there are no coattail provisions applicable to such shares.

Non-Solicitation Covenants, Acquisition Proposals and Right to Match

The Company has agreed that it will not, directly or indirectly, solicit, initiate or knowingly encourage or facilitate the initiation of any inquiries or proposals regarding any proposal or offer from any person other than BGM or its current or prospective shareholders or any of their respective subsidiaries (collectively, the "**BGM Entities**") relating to any direct or indirect acquisition or purchase of a material amount of assets of the Company or any material subsidiary or of over 20% of any class of the equity interests of the Company or any of its material subsidiaries, or any takeover bid, tender offer, exchange offer or similar transaction that if consummated would result in any person other than the BGM Entities owning or controlling 20% or more of any class of equity interests of the Company or any of its material subsidiaries, any merger, amalgamation, consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction involving the Company or any of its material subsidiaries (any of such foregoing inquiries or proposals, as further described in the Support Agreement, being referred to herein as an "**Acquisition Proposal**"), participate in any negotiations or like discussions regarding any Acquisition Proposal, withdraw or modify in a manner adverse to BGM the approval of the Board of Directors of the transactions contemplated by the Support Agreement, accept or approve or recommend, or propose publicly to approve or recommend, any Acquisition Proposal or cause the Company to enter into any agreement, arrangement or understanding related to any Acquisition Proposal, or to furnish any confidential information to any person in connection with any Acquisition Proposal. Notwithstanding the foregoing, subject to certain terms and conditions, if the Company receives an Acquisition Proposal that the Board determines in good faith, after consultation with its financial and outside legal advisors, would, if consummated in accordance with its terms, result in a transaction which is more favourable, from a financial point of view, to the holders of each class of Shares than the Offer and is reasonably capable of completion without undue delay (such a proposal, as further described in the Support Agreement, being referred to herein as a "**Superior Proposal**"), the Company may withdraw or modify in a manner adverse to BGM its approval or recommendation of the Offer and/or accept, approve, recommend or enter into any agreement in respect of the Superior Proposal.

The Company must immediately notify BGM of any Acquisition Proposal, or any *bona fide* inquiry, proposal, discussions or negotiation with respect to any potential Acquisition Proposal, or any request for non-public information relating to, or access to properties of, the Company or any of its subsidiaries in circumstances where it knows, or reasonably expects, that such information will be used by the recipient in connection with an Acquisition Proposal. Subject to certain conditions, if the Board receives a written request for non-public information from a person who proposes to the Company an unsolicited *bona fide* Acquisition Proposal and the Board determines in good faith, after consultation with financial advisors and outside legal advisors, that such proposal is reasonably likely to constitute a Superior Proposal and that the provision of such non-public information to such person is necessary in order to discharge the Board's fiduciary duties, and if, prior to providing such person with access to such non-public information, the Company provides the Offeror with written notice of the identity of such person and of the Company's intention to provide such person with access to information, then, and only in such case, the Company may, subject to the execution by such Person of a confidentiality and standstill agreement, provide such person with access to such non-public information regarding the Company and provide a copy of such agreement to BGM as soon as is practicable upon its execution. Further, the Company shall provide to BGM any information provided to a third party for the purpose of assisting that third party in making an offer or proposal to the Company's shareholders which has not been previously made available to BGM.

BGM may, but is not required to, during a three Business Day period after having been provided the relevant information in respect of any Superior Proposal, offer in writing to amend the terms of the Offer and, if it does so, then the Board shall review any such offer in good faith, in consultation with its financial and outside legal advisors and, if the Board: (a) determines that the Acquisition Proposal would thereby cease to be a Superior Proposal, the Company will enter into an amendment to the Support Agreement reflecting the offer by BGM to amend the terms of the Offer; or (b) continues to believe that the Acquisition Proposal would nonetheless remain a Superior Proposal, provided that the Company has paid to BGM the Termination Fee (as defined below), the Company may reject the offer by BGM to amend the terms of the Support Agreement and terminate the Support Agreement.

Termination Fee

If the Support Agreement is terminated as a result of a Termination Fee Event (as defined below), or BGM has been notified in writing by the Company of its intention to accept, approve, recommend or enter into an agreement in respect of, a Superior Proposal and BGM has not exercised its right to match, the Company must pay to BGM a termination fee of $41 million (the "**Termination Fee**").

A "**Termination Fee Event**" shall occur if, prior to the first date on which BGM has taken up and paid for Shares under the Offer:

(a) the Board withdraws or modifies in a manner materially adverse to BGM its approval or recommendation of the Offer or makes a public announcement to that effect;

(b) the Board recommends any Superior Proposal or makes a public announcement to that effect;

(c) the Board fails to reaffirm its recommendation of the Offer by press release within a reasonable time after the public announcement or commencement of any Acquisition Proposal (or in the event that the Offer is scheduled to expire, prior to the scheduled expiry of the Offer) or within a reasonable period of time of having been requested to do so by BGM; or

(d) the Company enters into any agreement (other than a confidentiality agreement) in furtherance of any Acquisition Proposal;

provided in each case, (i) BGM is not in any material respect in default in the performance of its obligations under the Support Agreement, and (ii) for greater certainty, the Offer has been made within the required time period in, and conforms in all material respects with, the Support Agreement and all Shares deposited under the Offer have been taken up and paid for after the expiry date of the Offer (as it may have been extended) in accordance with the terms of the Offer other than by reason that all the terms and conditions of the Offer have not been complied with or waived, to the extent BGM is permitted to waive such conditions.

CRTC Approval

Any Common Shares taken up under the Offer will be deposited with a trustee pursuant to a voting trust agreement approved (the "**CRTC Approval**") by the Canadian Radio-television and Telecommunications Commission (the "**CRTC**"). Pursuant to this voting trust agreement, control of the Company will reside with the trustee pending consideration by the CRTC of BGM's application for approval to control the Company. The Company has been advised that BGM expects that the Company's A-Channel and Access Alberta television stations will be divested which would leave the combined conventional operations of BGM and CHUM with the same number of over-the-air networks as the principal competitor in most markets.

Item 6 Reliance on subsection 7.1(2) or (3) of National Instrument 51-102

Not applicable.

Item 7 Omitted Information

Not applicable.

Item 8 Executive Officer

The executive officer of the Company who is knowledgeable about this material change and this material change report is Denise Cooper, Vice President, General Counsel & Secretary, 416-591-7400.

DATED this 21st day of July, 2006.