COOPERATION AND IMPLEMENTATION AGREEMENT

THIS AGREEMENT is made as of the 30th day of August, 2006

B E T W E E N:

BELL GLOBEMEDIA INC., a corporation incorporated under the laws of Ontario

("**BGM**")

AND:

BELL GLOBEMEDIA ACQUISITION CORPORATION, a corporation incorporated under the laws of Ontario

(the "**Offeror**")

AND:

CHUM LIMITED, a corporation incorporated under the laws of Ontario

(the "**Company**")

WHEREAS BGM and the Company have entered into a support agreement dated July 12, 2006 pursuant to which BGM has agreed to make or cause to be made, and the Company has agreed to support, an offer (the "**Offer**") to purchase all of the issued and outstanding common shares (the "**Common Shares**") and non-voting Class B shares ("**Class B Shares**" and, together with the Common Shares, the "**Shares**") of the Company subject to certain conditions as set out in the Support Agreement;

AND WHEREAS capitalized terms used but not otherwise defined herein have the respective meanings ascribed thereto in the Support Agreement;

AND WHEREAS the change in effective control of the Company contemplated by the Offer requires the prior approval of the CRTC and Competition Act Clearance (collectively, the "**Required Regulatory Approvals**");

AND WHEREAS, if sufficient Shares are tendered to the Offer, BGM intends to acquire any remaining Shares not tendered to the Offer through a second step transaction carried out in accordance with Law and to complete such other transactions, including any intra-corporate reorganization of the Company or its Subsidiaries as may be necessary or desirable in connection with obtaining the Required Regulatory Approvals (the Offer and such other transactions being collectively referred to as the "**Acquisition Transactions**");

AND WHEREAS BGM has put in place the Trust Arrangements in order to allow the Common Shares which are tendered to the Offer to be taken up while BGM seeks the approval of the CRTC to its acquisition of control of the Company and its Subsidiaries, and to provide that BGM does not assume effective control of the Company or its Subsidiaries prior to the receipt of the CRTC approval;

AND WHEREAS the Support Agreement requires BGM to take any steps necessary to secure the Competition Act Clearance so as to enable the transactions contemplated by the Offer to be completed prior to the Outside Date;

AND WHEREAS BGM, or the Offeror, as applicable, has filed or will file, applications for the Required Regulatory Approvals and will require the continued cooperation of the Company and its Subsidiaries in order to obtain the Required Regulatory Approvals and any actions which may be necessary or desirable in the opinion of BGM, acting reasonably, in connection therewith;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Implementation of Subsequent Acquisition Transaction

1.1 The Company shall:

1.1.1 upon request by BGM, call a special meeting of shareholders of the Company to consider a Subsequent Acquisition Transaction for the purpose of enabling the Offeror, BGM or any of their respective affiliates (as such term is defined in the OBCA) (each a "**BGM Party**") to acquire all of the Shares not tendered to the Offer, provided that the consideration per Share for each class of Shares offered in connection with the Subsequent Acquisition Transaction is at least equal to the consideration per Share for each class of Shares offered under the Offer and the Subsequent Acquisition Transaction is to be completed no later than 120 days after the expiry of the Offer; and

1.1.2 do or cause to be done all such further acts and things as may be necessary or desirable to complete the Subsequent Acquisition Transaction including, without limitation, recommending approval of the Subsequent Acquisition Transaction by the shareholders of the Company, preparing all required documentation and making all applicable filings with securities regulatory authorities and stock exchanges.

2. Trust Arrangements

2.1 The Company shall use its best efforts to assist in appointing the Trustee as a director of the Company. Thereafter, forthwith upon request by the Trustee from time to time, the Company shall use its best efforts to assist in effecting the resignation of any director of the Company as the Trustee may request, and causing such director to be replaced by an individual nominated by the Trustee, in each case in accordance with the Trust Agreement and on a basis that will not require the holding of a meeting of shareholders of the Company.

2.2 The Company shall take all actions as may be necessary or required to give effect to the Trust Arrangements and shall cooperate with the Trustee with respect to, and use its reasonable commercial efforts to assist the Trustee in, the discharge of his duties under the Trust Agreement.

2.3 On or before the execution of this Agreement, BGM shall provide the Company with a copy of the Trust Agreement (including all supplements and amendments thereto) and thereafter BGM shall discuss any proposed supplements or amendments to the Trust Agreement with the Company prior to agreeing to them and shall provide a copy of any document evidencing such a supplement or amendment promptly after it is executed by BGM.

3. Dispositions

3.1 Upon request by BGM, the Company shall, and shall cause its Subsidiaries to:

3.1.1 dispose of such assets of the Company or any of its Subsidiaries (including the shares of any Subsidiary) to one or more persons as may be necessary or desirable in the opinion of BGM, acting reasonably, in connection with obtaining the Required Regulatory Approvals; and

3.1.2 take any step, action or proceeding in connection with any such disposition or proposed disposition as may be reasonably requested by BGM.

3.2 In connection with any disposition required under this Section 3, the Board shall have discretion in determining the sale procedure, in selecting the purchasing party or parties and in determining the terms of such sale with the objective of obtaining for the Company the best terms and conditions reasonably obtainable in the circumstances; provided, however, that:

3.2.1 the Board shall exercise its discretion having regard to the need to implement any request by BGM in a timely manner and in any event within such time periods as are applicable under Required Regulatory Approvals;

3.2.2 the Company shall consult with BGM with respect to such matters; and

3.2.3 BGM may withdraw its request for any disposition at any time prior to the consummation of such disposition.

3.3 All dispositions required under this Section 3 shall be conducted in compliance with Law, and shall be subject to obtaining such prior approvals from any Governmental Entity as may be required.

4. Post-Acquisition Reorganizations

4.1 Upon request by BGM, the Company shall, and shall cause each of its Subsidiaries to, take any step, action or proceeding in connection with structuring, planning, preparing and carrying out any transaction or any reorganization (including for tax purposes) (each a "**Post-Acquisition Reorganization**") of their respective capital, assets and corporate structure as BGM may reasonably request; provided, however, any such Post-Acquisition Reorganization is not, in the reasonable opinion of the Company, prejudicial to the Company or its Subsidiaries in any material respect (unless the prejudice can be reasonably dealt with through an indemnity and BGM provides an indemnity acceptable to the Company, acting reasonably, in connection therewith).

5. Approvals, Consents and Waivers

5.1 The Company shall, and shall cause its Subsidiaries to, provide such information and assistance as BGM or the Offeror, as applicable, may request in order to obtain the Required Regulatory Approvals and all other approvals which BGM or the Offeror may require to implement the Acquisition Transactions, including, without limitation, by making any applications and giving any consents required for such purpose.

5.2 The Company shall, and shall cause its Subsidiaries to, use reasonable commercial efforts to obtain (to the extent not already obtained) all such approvals, consents and waivers (excluding the Required Regulatory Approvals) as may be required or desirable in the opinion of BGM, acting reasonably, to implement the Acquisition Transactions or to avoid or cure any breach by the Company or any of its Subsidiaries of any Law or of the Company's obligations or those of its Subsidiaries under any material agreement or any loss or threatened loss of any material rights of the Company or any of its Subsidiaries as a result of the Acquisition Transactions and to satisfy all conditions attached to all such approvals, consents and waivers.

6. Limitations

6.1 The Company's obligations under this Agreement (the "**Obligations**") shall become effective upon the Offeror having taken up and paid for at least a majority of the outstanding Common Shares under the Offer and shall terminate upon the earliest to occur of the following:

6.1.1 the date on which the Required Regulatory Approvals have been obtained on terms satisfactory to BGM, acting reasonably, and all conditions thereto have been satisfied;

6.1.2 the denial of the Required Regulatory Approvals and the expiry of all opportunities to appeal those decisions and all rights of reapplication; and

6.1.3 the date on which one or more BGM Parties ceases to own, directly or indirectly, at least a majority of the outstanding Common Shares.

6.2 To the extent that the Obligations involve executing an agreement or other documentation with a BGM Party, such agreement or documentation shall be negotiated in good faith by the Company and such BGM Party and shall be satisfactory to the Company, acting reasonably.

7. Control of Other Party's Business

7.1 Nothing contained in this Agreement shall give any BGM Party, directly or indirectly, the right to control or direct the operations of the Company and its Subsidiaries prior to the later to occur of BGM or the Offeror, as applicable, obtaining the Required Regulatory Approvals and all other approvals, consents and waivers which may be required to implement the Acquisition Transactions.

8. Compliance with Consent Interim Agreement

8.1 The rights and obligations of the parties pursuant to this Agreement shall be subject to the terms and conditions of the consent interim agreement between The Commissioner of Competition, BGM, the Company and John D. McKellar, C.M., Q.C., as Trustee, as filed and registered by the Competition Tribunal.

9. Governing Law

9.1 This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and of Canada applicable therein (without regard to conflict of Laws principles).

10. Amendments

10.1 This Agreement may not be amended except by written agreement signed by all of the parties to this Agreement.

11. Specific Performance and Other Relief

11.1 It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at Law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at Law or in equity.

12. Counterparts

12.1 This Agreement may be executed in one or more counterparts which together shall be deemed to constitute one valid and binding agreement, and delivery of the counterparts may be effected by means of telecopier transmission.

13. Entire Agreement

13.1 This Agreement constitutes the entire agreement and understanding between the parties pertaining to the subject matter hereof.

14. Time

14.1 Time shall be of the essence in this Agreement.

15. Further Assurances

15.1 Each of the parties hereto shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each of the parties hereto shall provide such further documents or instruments required by any other party hereto as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

16. Notices

16.1 Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by telecopier, in the case of:

BGM or the Offeror, addressed as follows:

Bell Globemedia Inc.
9 Channel Nine Court
Scarborough, Ontario M1S 4B5

Attention: President and Chief Executive Officer
Telecopier No.: (416) 332-5178

with a copy to:

Bell Globemedia Inc.
9 Channel Nine Court
Scarborough, Ontario M1S 4B5

Attention: Group Vice-President, Legal and Corporate Secretary
Telecopier No.: (416) 332-4281

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

Torys LLP
Suite 3000
79 Wellington Street West
Box 270, Box 270, Toronto Dominion Centre
Toronto, Ontario M5K 1N2

Attention: Richard J. Balfour
Telecopier No.: (416) 865-7380

the Company, addressed as follows:

CHUM Limited
299 Queen Street West
Toronto, Ontario M5V 2Z5

Attention: Chief Executive Officer
Telecopier No.: (416) 340-7005

with a copy to:

CHUM Limited
299 Queen Street West
Toronto, Ontario M5V 2Z5

Attention:	Vice President, Business and Legal Affairs, General Counsel and Secretary
Telecopier No.:	(416) 340-7005

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

Blake, Cassels & Graydon LLP
Suite 2500
Commerce Court West
Toronto, Ontario M5L 1A9

Attention:	J. David A. Jackson
Telecopier No.:	(416) 863.2653

or to such other address as the relevant Person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

17. Enurement

17.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and legal personal representatives.

18. Language

18.1 The parties have required that this Agreement and all deeds, documents and notices relating to this Agreement be drawn up in the English language. Les parties aux présentes ont exigé que le présent contrat et tous autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date first above written.

CHUM LIMITED

By:________________________________
Name:
Title:

By:________________________________
Name:
Title:

BELL GLOBEMEDIA INC.

By:________________________________
Name:
Title:

By:________________________________
Name:
Title:

BELL GLOBEMEDIA ACQUISITION CORPORATION

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Name:
Title:

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