Court File No.: CV-11-9283-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF *COMPANIES' CREDITORS ARRANGMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIQUE BROADBAND SYSTEMS, INC.

MOTION RECORD
(returnable [Date] February, 2012)

Dated: 7 February 2012

GOWLING LAFLEUR HENDERSON LLP
Barristers & Solicitors
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5

E. Patrick Shea (LSUC No. 39655K)
Tel: (416) 369-7399
Fax: (416) 862-7661

Solicitors for the Applicant

TO: **THE SERVICE LIST**

SERVICE LIST

ROY ELLIOTT O'CONNOR LLP
Barristers
200 Front Street West, 23rd Floor
P.O. Box #45
Toronto, ON M5V 3K2

Peter L. Roy/Sean M. Grayson
Tel: (416) 362-1989/(416) 350-2487
Fax: (416) 362-6204

Solicitors for DOL Technologies Inc.

LAX O'SULLIVAN SCOTT LISUS LLP
145 King Street West
Suite 1920
Toronto, ON M5H 1J8

Matthew Gottlieb
Tel: (416) 644-5353
Fax: (416) 598-3730

Solicitors for the Monitor

BENNETT JONES LLP
Suite 3400, 1 First Canadian Place
Toronto, ON M5X 1A4

Raj Sahni/Derek Bell
Tel: (416) 777-4804
Fax: (416) 863-1716

Solicitors for Jolian Investments Limited

WARDLE DALEY BERNSTEIN LLP
2104-401 Bay Street,
P.O. Box 21, Toronto, ON M5H 2Y4

Peter C. Wardle
Tel: (416) 351-2771
Fax: (416) 351-9196

Solicitors for the Directors

GOODMANS LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

Brendan O'Neill/David Conklin
Tel: (416) 849-6017/ (416) 597-5164
Fax: (416) 979-1234

Solicitors for LOOK Communications Inc.

INDEX

INDEX

TAB

TAB 1

Court File No.: CV-11-9283-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF *COMPANIES' CREDITORS ARRANGMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIQUE BROADBAND SYSTEMS, INC.

NOTICE OF MOTION

UNIQUE BROADBAND SYSTEMS, INC. ("**UBS**"), will make an urgent motion to the Court on **[Date]** February 2012 at 9:30 a.m., and thereafter as scheduled, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: the motion will be heard orally.

THE MOTION IS FOR:

1. An interim stay of the partial take-over bid (the "**Dolgonos Partial Bid**") launched by 2064818 Ontario Inc. ("**206 Ontario**"), a company controlled by Mr. Alex Dolgonos and related to a creditor with one of the two largest disputed claims against UBS, DOL Technologies Inc. ("**DOL**"), seeking to acquire 10 million shares of UBS at $0.08 per share pending the hearing of this Motion.

2. A determination as to whether the Dolgonos Partial Bid is stayed by the Initial Order dated 5 July 2011 (the "**Initial Order**").

3. If the Dolgonos Partial Bid is not stayed by the Initial Order, an Order pursuant to s. 11 of the *Companies' Creditors Arrangement Act* (the "**CCAA**") temporarily staying the

Dolgonos Partial Bid. An Order temporarily staying the holding of a meeting of UBS's shareholders to replace the UBS board until such time as the claims asserted by DOL and Jolian Investments Inc. have been finally determined in accordance with the Order in these proceedings dated 4 August 2011 (the "**Claims Order**").

4. Such further and other relief as counsel may advise and this Honourable Court may allow.

THE GROUNDS FOR THE MOTION ARE:

1. UBS is insolvent.

2. Proceedings under the CCAA were commenced in respect of UBS and it wholly owned subsidiary UBS Wireless Services Inc. pursuant to the Initial Order.

3. The claims being asserted against UBS are in an amount greater than the value of UBS's assets. There is a process in place in the CCAA to determine the claims against UBS, including DOL's disputed claim.

4. The Initial Order includes a comprehensive stay of proceeding that, *inter alia*, stays and suspends the exercise of rights and remedies by any person that in respect of or that affects UBS or its business.

5. 206 Ontario is a significant shareholder of UBS and DOL has a significant disputed claim against UBS.

6. UBS's major asset is a 39% equity interest in LOOK Communications Inc. ("**LOOK**"). LOOK has commenced proceedings (the "**LOOK Proceedings**") against, *inter alia*, DOL and Mr. Dolgonos seeking damages based on allegations of, *inter alia*, breach of fiduciary duty and negligence and the return of certain payments.

7. UBS, as a shareholder of LOOK, has a significant influence on who is elected to the LOOK board.

8. In the Dolgonos Partial Bid, 206 Ontario seeks to acquire sufficient additional shares of UBS to permit 206 Ontario to control a meeting of shareholders to replace the current board of UBS and take UBS of its existing course.

9. The Dolgonos Partial Bid is the latest in a series of attempts by Mr. Dolgonos to replace the UBS board to re-visit the decisions made by the UBS board and take UBS off its current course. The most recent of those attempts was a motion by 206 Ontario under s. 11.5 of the CCAA seeking to remove and resolve the majority of the UBS board. That motion was dismissed.

10. The Dolgonos Partial Bid will disrupt the *status quo*, distract the UBS board from its efforts to restructure UBS and will force UBS to incur significant costs.

11. The Dolgonos Partial Bid is in respect of, and disruptive to and affects the business of UBS -- the express purpose of the Dolgonos Partial Bid is to affect UBS's business.

12. If the Dolgonos Partial Bid goes forward and is successful, a shareholders meeting to replace the UBS board will disrupt the *status quo*, result in further costs being incurred by UBS and will cause further distraction from the restructuring of UBS.

13. The Dolgonos Partial Bid was launched in an attempt to benefit the personal interest of Mr. Dolgonos as a creditor of UBS by, *inter alia*, attempting to replace the UBS board in the hopes that a new board appointed by him will attempt to allow DOL's disputed claim, and attempt to replace the LOOK board to interfere with the LOOK Proceedings.

14. There is no prejudice to 206 Ontario in staying the Dolgonos Partial Bid or the holding of a shareholder meeting to replace the UBS board until the claims against UBS are determined.

15. There is no prejudice to 206 Ontario in having the Dolgonos Partial Bid stayed pending the hearing of this Motion.

16. If the Dolgonos Partial Bid is not stayed pending the hearing of this Motion, UBS will suffer prejudice – UBS is required to prepare and deliver a circular by 16 February 2012 and UBS will have to incur significant costs to prepare that circular. The costs to prepare

a circular responding to a partial take-over bid were not included in UBS's cash flwo projections.

17. The grounds are set out in the Affidavit of Robert Ulicki sworn 7 February 2012.

18. Section 11 of the CCAA.

19. Such further and other relief as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Affidavit of Robert Ulicki sworn 7 February 2012;

2. Such materials as counsel may advise and this Honourable court may permit.

Dated: 7 February 2012

GOWLING LAFLEUR HENDERSON LLP
Barristers & Solicitors
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5

E. Patrick Shea (LSUC No. 39655K)
Tel: (416) 369-7399
Fax: (416) 862-7661

Solicitors for the Applicant

Court File No. CV-11-9283-00CL

IN THE MATTER OF *COMPANIES' CREIDTORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF THE A PLAN OF COMPROMISE OR ARRANGMENT OF UNIQUE BROADBAND SYSTEMS, INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
(PROCEEDING COMMENCED AT TORONTO)

NOTICE OF MOTION

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

E. Patrick Shea (LSUC No. 39655K)
Tel: (416) 862-7399
Fax: (416) 862-7661

Solicitors for the Applicant

TAB 2

Court File No.: CV-11-9283-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIQUE BROADBAND SYSTEMS, INC.

AFFIDAVIT OF ROBERT ULICKI
(sworn 7 February 2012)

I, **ROBERT ULICKI** of the City of Toronto in the Province of Ontario **MAKE OATH AND SAY**:

1. I am a director of Unique Broadband Systems, Inc. ("**UBS**") and its wholly-owned subsidiary UBS Wireless Services Inc. ("**UBS Wireless**" and, together with UBS the "**Applicants**"). I have personal knowledge of the matters herein deposed, save and except where I refer to matters based on information and belief, in which cases I identify the source(s) of that information and believe it to be true.

2. I am swearing this Affidavit in support of an urgent motion being brought by the Applicants seeking:

   (a) a determination as to whether the partial take-over bid (the "**Dolgonos Partial Bid**") launched by 2064818 Ontario Inc. ("**206 Ontario**"), a company controlled by Mr. Alex Dolgonos and related to a creditor asserting one of the largest disputed claims against UBS, DOL Technologies Inc. ("**DOL**"), seeking to acquire 10 million shares of UBS for the stated purpose of replacing the UBS board, is stayed by the Initial Order dated 5 July 2011;

   (b) if the Dolgonos Partial Bid is not already stayed by the Initial Order, an Order pursuant to s. 11 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.

C-36 (the "**CCAA**") temporarily staying 206 Ontario from proceeding with the Dolgonos Partial Bid; and

(c) an Order temporarily staying the holding of any meeting of UBS's shareholders to replace the UBS board until such time as the claims asserted against UBS, including the claims by DOL and Jolian Investments Inc. ("**Jolian**"), have been finally determined in accordance with the Order in these proceedings dated 4 August 2011 (the "**Claims Order**"); and

3. On 1 February 2012 – less than a week after the Court released a decision denying a motion by 206 Ontario which sought to remove and replace two of the three members of the UBS board with a view to changing the direction being taken by UBS in these proceedings – 206 Ontario launched the Dolgonos Partial Bid. According to the bid circular delivered in connection with the Dolgonos Partial Bid (the "**Bid Circular**") and the press release issued by 206 Ontario on 1 February 2012 in connection with the Dolgonos Partial Bid, 206 Ontario is seeking to acquire sufficient shares of UBS to replace the UBS board and change the direction being taken by UBS in these proceedings.

4. Attached as **Exhibit "A"** are the English language materials[1] delivered by 206 Ontario to UBS shareholders in respect of the Dolgonos Partial Bid as well as 206 Ontario's press release with respect to the Dolgonos Partial Bid.

5. Responding to the Dolgonos Partial Bid will cost UBS significant amounts of money and will distract UBS from the CCAA proceedings and the claims process that is at the heart of the CCAA proceedings. Moreover, the change in direction that Mr. Dolgonos contemplates is, I believe, intended to benefit the personal interests of Mr. Dolgonos as a alleged creditor of UBS to, as described further below, the detriment of the interests of UBS's other stakeholders.

---

1 UBS is an issuer in, *inter alia*, Quebec and all materials must be translated into French.

I. The Applicants

6. UBS is a company incorporated pursuant to the *Business Corporation Act*, R.S.O. 1990, c. B.16 ("**OBCA**") whose shares are listed on the TSX Venture Exchange.

7. UBS owns all of the issued and outstanding shares of UBS Wireless. UBS Wireless is a company incorporated pursuant to the OBCA whose assets are shares of LOOK Communication Inc. ("**LOOK**"). UBS holds a thirty-nine (39) per cent economic interest in LOOK and, as described further below, provides LOOK with its chief executive officer. I believe that a fair valuation of UBS's shares of LOOK would be between $9 million and $14 million, depending on the outcome of the litigation commenced by LOOK described further below.

8. There are approximately 15,000 individual UBS shareholders.

9. 206 Ontario currently owns over twenty (20) percent of the voting shares of UBS.

II. LOOK

10. LOOK is a company incorporated pursuant to the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 and its shares are publicly traded.

11. LOOK was a provider of information, communications and entertainment services, including high-speed and dial-up internet access, digital television distribution and customer services through its wireless spectrum until it sold substantially all of its assets, including its key wireless spectrum asset, in May of 2009 and received net proceeds of $64 million (the "**LOOK Spectrum Sale**"). LOOK's board paid $20 million of "restructuring awards" itself and others in connection with the LOOK Spectrum Sale.

12. As at 20 July 2010, the LOOK board consisted of Scott Colbran, Michael Cytrynbaum, Stuart Smith, Mr. McGoey and Mr. Mitrovich. Mr. McGoey was, pursuant to the LOOK MSA, the Chief Executive Officer of LOOK.

13. On 20 July 2010 the directors of LOOK abruptly resigned *en masse* without notice and

appointed Mr. Eaton, Mr. McCutcheon and me as directors, without our prior consent. As a result of the resignation, and to avoid LOOK operating without a board of directors, Mr. Eaton, Mr. McCutcheon and I accepted the appointment as directors of LOOK. On 27 July 2010, David Rattee and Lawrence Silber were appointed to the LOOK board. I resigned from the board of LOOK on 29 October 2010.

14. LOOK has sought to: (a) preserve its capital; (b) maximize value on its remaining assets; and (c) assess available options for maximizing returns to shareholders.

15. LOOK undertook an investigation into the facts and circumstances surrounding the restructuring awards paid to various persons, including Mr. Dolgonos and DOL. Based on this investigation, on 6 July 2011, LOOK initiated proceedings (the "**LOOK Action**") to recover approximately $20 million from, *inter alia*, Mr. Dolgonos and DOL based on allegations of, *inter alia*, breach of fiduciary duty and negligence. A copy of the Statement of Claim in the LOOK Action is attached as **Exhibit "B"**. The LOOK Action is being defended by all of the defendants, including Mr. Dolgonos and DOL, although no defences have, to date, been delivered.

16. The LOOK Spectrum Sale took place as part of a CBCA plan of arrangement. On 17 August 2011, LOOK also filed a motion in the CBCA proceedings claiming, *inter alia*, that the monetary awards made in connection with the LOOK Spectrum Sale violated certain orders of the Court made in the CBCA proceedings (the "**LOOK CBCA Motion**" and, together with the LOOK Action, the "**LOOK Proceedings**"). A copy of the Notice of Motion in respect of the LOOK CBCA Motion is attached as **Exhibit "C"**.

17. UBS plays a key role in the management of LOOK. Pursuant to an Agreement between UBS and LOOK dated 19 May 2004 and amended pursuant to an Amending Agreement dated 3 December 2010 (the "**LOOK MSA**"), UBS provides certain services to LOOK. Those services include providing a person to perform the duties typically performed by, and assume the responsibilities typically assumed by, a chief executive officer – essentially LOOK's management is provided to the company by UBS. During the

course of the CCAA proceedings, UBS has to continue to perform its obligations under the MSA, which expires in May of 2012.

18. The value of UBS's interest in LOOK will be primarily determined by: (a) the amount of cash that LOOK has; (b) the ability of LOOK to complete a transaction to realize value for its accumulated tax losses; and (c) the outcome of the LOOK Proceedings. The UBS board has considered the LOOK Proceedings and the and believes that the LOOK Proceedings in the best interests of UBS as a shareholder of LOOK. There is, in the view of the UBS board, merit to the assertions being made by LOOK in the LOOK Proceedings, and UBS, as a shareholder of LOOK, will benefit from any recoveries by LOOK.

III. CCAA Proceedings

19. On 5 July 2011, the Court made an Initial Order under the CCAA in respect of the Applicants. A true copy of the Initial Order is attached as **Exhibit "D"**. The Initial Order, *inter alia*: (a) requires that UBS carry on business only in the ordinary course; and (b) stays the rights and remedies of any person against or in respect of UBS or affecting the business or property of UBS.

20. Duff & Phelps Canada, Restructuring Inc., formerly RSM Richter, (the "**Monitor**") was appointed by the Initial Order to act as monitor of the Applicants.

21. As described in my Affidavit sworn 4 July 2011, the cost to UBS of pursuing the litigation on which the DOL Claim and the Jolian Claim are based, and the determination of the claims by DOL and Jolian on their merits is a cost-effective, efficient and fair manner, was a key reason for proceedings being commenced by the Applicants under the CCAA:

> *4. UBS and UBS Wireless are both insolvent and are seeking to commence proceedings under the CCAA to, inter alia:*

(a) *facilitate the determination and compromise or arrangement of creditor claims against UBS to permit the company to propose a plan to realize value from the company's assets, including its shareholdings in LOOK Communications Inc. ("**LOOK**"), and its accumulated tax losses and public listing;*

(b) *avert an imminent liquidity crisis being caused by litigation-related expenses that will prevent UBS from: (i) continuing to carry on business for the benefit of its stakeholders; (ii) defending certain proceedings brought against the company; and (iii) prosecuting claims commenced by UBS; and*

(c) *provide a process to determine certain claims being asserted against UBS asserted by certain former directors and officers on their merits.*

5. *But for the commencement of proceeding under the CCAA, UBS will not be able to continue and will likely be forced into a liquidating proceeding. This will not be in the best interests of UBS's stakeholders.*

...

53. *The cost of the Litigation[with DOL and Jolian] is, as set forth below, causing a serious strain on UBS's cash flow. The costs of the Litigation are such that UBS believes that it will not be able to fund the Litigation through to a determination on the merits. If UBS is not able to continue to fund the defence of the Litigation (and the prosecution of the counterclaims), the matter will not be determined on its merits and this will result in prejudice to UBS's other stakeholders. The amount being claimed against UBS in the Litigation is more than the total value of UBS's assets and will "swamp" the claims of UBS's other creditors.*

...

> *80. UBS ... believes that a CCAA claims process will facilitate the determination of the claims asserted against UBS in the Litigation [with DOL and Jolian] and the Oppression Action in a more cost-effective and expedient manner for the benefit of UBS's stakeholders.*

22. The Stay Period, as defined in the Initial Order, currently expires on 30 March 2012 (the "**Stay Period**").

23. On 4 August 2011, the Court made the Claims Order, which Order, *inter alia*, extended the Stay Period to 31 October 2011 and established a procedure for the filing of claims against the Applicants. DOL and Jolian had an opportunity to comment on and provide input into the Claims Order. I am advised by Mr. Patrick Shea of Gowling Lafleur Henderson LLP, and verily believe, that Jolian's counsel provided input into the Claims Order, but counsel to DOL did not. A true copy of the Claims Order is attached as **Exhibit "E".**

24. On 27 October 2011, the Court made a further Order (the "**Second Extension Order**") extending the Stay Period to 16 January 2012. The Second Extension Order was made on consent. A true copy of the Second Extension Order is attached as **Exhibit "F".**

25. On 13 January 2012, the Court made a further Order (the "**Third Extension Order**") extending the Stay Period to 30 March 2012. The Third Extension Order was made on consent[2]. A true copy of the Third Extension Order is attached as **Exhibit "G"**.

26. As set forth in my Affidavit sworn 4 July 2011 and above, the key objectives of UBS in commencing the CCAA proceedings included determining the claims being asserted against DOL and Jolian. And the actions of UBS in the CCAA proceedings have been consistent with these objectives.

---

[2] Jolian took issue with the timing of the service of the materials in support of the Third Extension Order and requested that I answer three questions arising out of my Affidavit filed in support of the Third Extension Order, but consented to the extension and raised no substantive issues with the CCAA proceedings or the steps being taken by UBS in the CCAA proceedings.

IV. CCAA Claims Process

27. The claims process established by the Claims Order provided creditors until 19 September 2011 to deliver proofs of claim in respect of their claims against the Applicants. A number of claims were filed against UBS. I reviewed and evaluated the claims filed against UBS and in a letter dated 9 December 2011 UBS provided the Monitor with its position with respect to the claims made against UBS. A true copy of that letter is attached as **Exhibit "H"**.

A. DOL Claim

28. DOL filed a proof of claim against UBS for an aggregate amount of more than $8,042,716 (the "**DOL Claim**"). The DOL Claim is comprised of four (4) separate claims:

(a) $6,195,450 plus taxes in respect of a payment (the "**DOL Termination Payment**") that DOL asserts is owing under a certain Technology Development and Strategic Marketing Agreement dated 12 July 2008 between DOL and UBS (the "**Technology Agreement**");

(b) $ 1,256,667 in unpaid bonuses awarded to DOL, plus taxes;

(c) $345,586 in respect of the cancellation of a certain share appreciation rights plan (the "**SAR Plan**") asserted to be owing to DOL, plus taxes; and

(d) $245,003 in legal costs for which DOL claims indemnification, plus interest[3].

29. As set out in UBS's letter to the Monitor dated 9 December 2011 and my affidavit sworn 15 November 2011, there is good reason for UBS to dispute the DOL Claim.

30. In accordance with the Claims Order: (a) UBS advised the Monitor that it disputed the DOL Claim; and (b) the Monitor delivered a Notice of Disallowance to DOL providing DOL with 20 business days to deliver a Notice of Dispute disputing the Monitor's disallowance of the DOL Claim.

---

[3] The DOL Claim is based on the proceedings between DOL and UBS described in my affidavit sworn 4 July 2011.

31. On 30 January 2012, DOL delivered a Notice of Dispute, a true copy of which is attached as **Exhibit "I"**.

B. Jolian Claim

32. Jolian filed a proof of claim against UBS for in excess of $10,122,648 (the "**Jolian Claim**"). That claim can be broken into four (4) sub-claims:

(a) $7,632,300 plus taxes in respect of a payment (the "**Jolian Termination Payment**") that Jolian asserts is owing under a certain Management Services Agreement dated 3 May 2006 between Jolian and UBS (the "**Jolian MSA**");

(b) $1,256,677 in unpaid bonuses awarded to Jolian, plus taxes;

(c) $628,338 in amounts owing in respect of the cancelation of the SAR Plan, plus taxes;

(d) $595,333 in legal costs for which Jolian claims indemnification, plus interest[4].

33. As set out in UBS's letter to the Monitor dated 9 December 2011 and my affidavit sworn 15 November 2011, there is good reason for UBS to dispute the Jolian Claim.

34. In accordance with the Claims Order: (a) UBS advised the Monitor that it disputed the Jolian Claim; and (b) the Monitor delivered a Notice of Disallowance to Jolian providing Jolian with 20 business days to deliver a Notice of Dispute disputing the Monitor's disallowance of the Jolian Claim

35. On 23 January 2012, Jolian requested additional time to deliver a Notice of Dispute in respect of the Jolian Claim. UBS responded to Jolian's request and indicated that UBS would not consent to any extension of the time for the delivery of a Notice of Dispute by Jolian[5]. Jolian did not bring a motion seeking an extension of time to deliver a Notice of Dispute in respect of Monitor's disallowance of the Jolian Claim and, on 30 January

---

[4] The Jolian Claim is based on the proceedings between Jolian and UBS described in my affidavit sworn 4 July 2011.

[5] DOL did not request an extension of the item to deliver a Notice of Dispute in respect of the DOL Claim, but I understand from reviewing the Notice of Dispute delivered by DOL, that DOL has purported to rely on Jolian's request for an extension.

2012, delivered a Notice of Dispute (the "**Jolian Dispute**"). A true copy of the Jolian Dispute is attached as **Exhibit "J"**.

C. Determination of DOL Claim and Jolian Claim

36. As set forth in my Affidavit sworn 4 July 2011, the determination of the DOL Claim and the Jolian Claim is a critical part of UBS's restructuring under the CCAA and the CCAA proceedings were commenced too facilitate the determination of these claims. DOL and Jolian are, together, claiming to be entitled to an amount greater than the value of UBS's assets and property.

37. The Claims Order provides a framework for the determination of the DOL Claim and the Jolian Claim on their merits.

38. In accordance with the Claims Order, UBS, DOL and Jolian have 15 business days from 30 January 2012 – the date DOL and Jolian delivered Notice of Dispute – to agree as to whether the DOL Claim and the Jolian Claim should be determined by a Judge or a claims officer, failing which the Monitor is required to bring a motion seeking advice and directions with respect to the matter.

39. On 2 February 2012, UBS, through counsel, wrote to each of DOL and Jolian requested that they agree that the DOL Claim and the Jolian Claim be determined by a Judge and suggested a summary process for the determination of the DOL Termination Payment and the Jolian Termination Payment. True copies of UBS's letters to DOL and Jolian are attached as **Exhibit "K"**. Neither DOL or Jolian has provided a substantive response to the letters from UBS.

40. UBS is anxious to move forward to have the validity of the DOL Claim and the Jolian Claim determined. UBS believes that a "staged" approach to the determination of those claims is appropriate and will permit the matters to be determined in the most efficient and cost-effective manner to enable UBS to proceed with its reorganization.

41. With respect to the DOL Termination Payment there appears to be a common understanding as to the facts underlying DOL's claim to be entitled to the DOL Termination Payment under the terms of the Technology Agreement and it may be possible for the validity of DOL's claim for the DOL Termination Payment to be determined based on a summary determination as to whether DOL is entitled to payment of the DOL Termination Payment under the Technology Agreement, without having to engage in a determination as to whether the Technology Agreement itself is invalid on the basis that it is oppressive.

42. The validity of DOL's claim for the DOL Termination Payment depends on DOL establishing that there was a "Change-in-Control" **and** "Good Reason" – if DOL cannot establish that there was a "Change-in-Control", it is not entitled to the DOL Termination Payment. The parties appear to be in agreement that there was no change in the ownership of UBS shares sufficient to trigger a "Change-in-Control" within the meaning of the Technology Agreement and the sole issue appear to be whether the fact that shareholders voted at a special meeting to remove the UBS board under s. 122 of the OBCA constitutes "Change-in-Control" for the purposes of the Technology Agreement.

43. With respect to the Jolian Termination Payment, there appears to be a common understanding as to the factual basis underlying Jolian's claim to be entitled to the Jolian Termination Payment under the terms of the Jolian MSA and it may be possible for the validity of Jolian's claim for the Jolian Termination Payment to be determined based on a summary determination as to whether Jolian is entitled to payment of the Jolian Termination Payment under the Jolian MSA, without having to engage in a determination as to whether the Jolian MSA itself is invalid on the basis that it is oppressive.

44. The validity of Jolian's claim for the Jolian Termination Payment depends on Jolian establishing, that:

(a) the Jolian Termination Payment is payable on "termination without cause" -- as well as "Company Default" and "Change-in-Control" – and whether the exercise by the UBS shareholders of their statutory rights to replace a director under s.122

of the OBCA constitutes a "failure to re-elect" within the meaning of the Jolain MSA thereby triggering "termination without cause"; or

(b) Jolian rendered notice of default to UBS and provided UBS with an opportunity for UBS to cure the asserted default such that there was a "Company Default".

45. The facts relevant to the determination of these issues do not appear to be in dispute.

V. Dolgonos Partial Bid

46. On 3 June 2011, UBS received a letter from Wildeboer Dellelce LLP ("**WD**"), counsel to 206 Ontario, indicating that Mr. Dolgonos, or a corporation or corporations controlled by him, intended to make a partial take-over bid for the shares of UBS.

47. The prospect of a partial take-over bid by Mr. Dolgonos, and that impact a change in control of UBS, was an issue that was raised when UBS sought protection under the CCAA. In my affidavit sworn 4 July 2011 in support of the Application by the Applicants under the CCAA, I advised that:

> *On 3 June 2011, UBS received a letter from Wildeboer Dellelce LLP indicating that Mr. Dolgonos, or a corporation or corporations controlled by him, intended to make a partial take-over bid for the shares of UBS*[6]*. ...*
>
> *If this partial take-over bid is made, it may result in a change of control of UBS. This could result in Mr. Dolgonos, or a company or companies controlled by him, determining whether UBS continues to defend the [DOL and Jolian Claims] and the Oppression Action.*

48. Subsequent to the CCAA proceedings commencing on 5 June 2011, Mr. Dolgonos took no steps to proceed with the partial take-over bid threatened on 3 June 2011 until 18 January 2011, when WD sent a letter, through counsel to UBS advising that Mr. Dolgonos intended to bring a partial take-over bid on or after 27 January 2012 and requesting a list of UBS shareholders. A true copy of this letter is attached as **Exhibit "L"**.

---

[6] Mr. McCutcheon's employment agreement with UBS provides that he is entitled to a lump sum payment of $200,000 in the event of a change of control.

49. UBS complied with its obligations under the applicable corporate and securities legislation and. on 30 January 2012, provided Mr. Dolgonos with a list of UBS shareholders. UBS also advised the Monitor of the letter from WD and of the fact that Mr. Dolgonos had (again) indicated an intention to make a partial take-over bid for UBS. UBS consulted with its advisors as to what steps UBS would have to take should Mr. Dolgonos actually launch a take-over bid and met with the Monitor to discuss the impact of a partial take-over bid.

50. UBS's legal counsel has held meetings and conference calls with the Ontario Securities Commission (the "**OSC**") with respect to the Dolgonos Partial Bid. UBS has, through counsel, written to the OSC with respect to, *inter alia*, the Dolgonos Partial Bid. A copy of this letter is attached as **Exhibit "M"**.

51. On 1 February 2012, Mr. Dolgonos launched the Dolgonos Partial Bid by delivering the Bid Circular and related documents to all of UBS's shareholders. 206 Ontario is offering to acquire up to 10 million UBS shares – this represents 10% of UBS's voting shares for $0.08 per share.

52. Under the applicable securities legislation, UBS has until 16 February 2012 to prepare and send to the shareholders a management circular with respect to the Dolgonos Partial Bid. UBS has approximately 15,000 individual shareholders and UBS believes, based on estimates provided by service providers, that it will cost in excess of $100,000 to prepare, copy, translate, print and send a director's circular with respect to the Dolgonos Partial Bid. This is a significant amount of money for UBS and will represent a material change in UBS's cash flow – UBS's cash flow prepared for the purposes of the CCAA does not anticipate the company having to respond to a take-over bid in the CCAA.

53. UBS's board also has an obligation to consider the impact that the Dolgonos Partial Bid will have on UBS's shareholders generally and react accordingly. The UBS board believes that the Dolgonos Partial Bid in not in the interest of UBS's shareholders generally and, as a result, the board has an obligation to take steps to defend UBS against the Dolgonos Partial Bid to preserve the interests of shareholders. UBS's options in response to the Dolgonos Partial Bid from a securities/corporate perspective are, among

other things, to: (a) apply to the OSC to cease trade the Dolgonos Partial Bid; or (b) implement a shareholder rights plan that would require that Dolgonos acquire 100% of shares of UBS as part of any take-over of UBS[7]. Either of these options will result in litigation before the OSC at great cost to UBS (and 206 Ontario).

54. If the Dolgonos Partial Bid proceeds and is successful, it appears, based on the Dolgonos Bid Circular, that UBS will also be faced with having to deal with a shareholder meeting requisitioned by 206 Ontario to replace the UBS board. If the Dolgonos Partial Bid proceeds, UBS will incur the additional costs of hiring a proxy solicitation firm to articulate to shareholders the coercive nature of the bid. This costs is estimated to have a material negative impact on UBS cash flow projections.

VI. Reason for Dolgonos Partial Bid

55. In the press release dated 1 February 2012 issued in connection with the Dolgonos Partial Bid, Mr. Dolgonos expresses his concern that UBS "is on the wrong course" and at page 24 of the Dolgonos Bid Circular, shareholders are told that the ultimate purpose of the Dolgonos Partial Bid is intended to replace the UBS board to preserve the remaining value of UBS, including its cash resources and investment in LOOK.

56. UBS is not clear as to the reason that Mr. Dolgonos believes that UBS is on the wrong course. There is no explanation in the Bid Circular as to why Mr. Dolgonos believes that UBS is on the wrong course or what course he believes UBS should be taking.

57. UBS also does not, in the context of the current proceedings, understand the assertion that the Dolgonos Partial Bid and a change in the UBS board will preserve the remaining value of UBS. Indeed, UBS's current course is to preserve value by seeking to have the DOL Claim and the Jolian Claim determined on their merits in the course of a fair, efficient and cost-effective claims process in the CCAA proceedings under the supervision of the Court and the Monitor.

---

[7] A 100% take-over for UBS at $0.08 in the view of the UBS board, may not be prejudicial to the interests of UBS's shareholders. It is the partial take-over aspect of the Dolgonos Partial Bid that is of concern to the UBS board.

58. On 3 February 2012, UBS, through counsel, wrote to Mr. Dolgonos with respect to the intentions underlying the Dolgonos Partial Bid. A copy of UBS's letter is attached as **Exhibit "N"**. As at 7 February 2012, Mr. Dolgonos had not provided a substantive response to this letter. The only response was the letter attached as **Exhibit "O"**.

59. UBS is concerned that Mr. Dolgonos intends to have 206 Ontario acquire sufficient additional shares of UBS so that Mr. Dolgonos can control a meeting of shareholders to permit him to replace the UBS board with a view to putting in place directors that he believes will: (a) attempt admit the DOL Claim or accept a settlement of the DOL Claim that is favourable to DOL; (b) attempt terminate the CCAA proceedings in respect of UBS; and/or (c) attempt to replace the board of LOOK in order to influence the progress or settlement of the LOOK Action. Any one, or all, of these steps would represent an interference in the business of UBS and would likely have an adverse impact on the interest of UBS and LOOK, to the personal benefit of Mr. Dolgonos.

60. UBS current business is to try and create value for stakeholders through the CCAA process and its management of LOOK. The Dolgonos Partial Bid is aimed at moving UBS of this course for his own personal benefit – his is exercising his rights as a shareholder of UBS to disrupt and interfere with UBS's business.

61. Mr. Dolgonos, as an indirect shareholder of UBS, has an interest in the value of UBS's assets, including the shares of LOOK, but Mr. Dolgonos also has, through DOL, a significant disputed claim against UBS – the DOL Claim – and is, personally and through DOL, a defendant/respondent in the LOOK Proceedings. As a result, certain matters that will benefit UBS stakeholders generally – the disallowance of the DOL Claim and the success of the LOOK Proceedings – will have negative financial implications for Mr. Dolgonos personally that are more significant to him than the value of the UBS shares he holds through 206 Ontario. This is of concern to UBS. *Qua* shareholder, Mr. Dolgonos should be opposing the DOL Claim and the Jolian Claim, yet he appears to be intent on using his interest as a shareholder to further his objectives as alleged creditor of UBS and a defendant/respondent in the LOOK Proceedings. This distorts the CCAA proceedings and has a negative impact on the interests of other stakeholders.

62. The current UBS board has, since being appointed by the shareholders in July of 2010, undertaken a great deal of work and: (a) given a great deal of consideration to the claims being asserted against UBS by DOL and Jolian, and (b) the steps being taken by LOOK to investigate and pursue, *inter alia*, Mr. Dolgonos and DOL for amounts that were received by them from LOOK. The UBS board has determined that it is in the best interests of UBS's stakeholders that: (a) UBS initiate proceedings under the CCAA; (b) UBS dispute, *inter alia*, the DOL Claim and the Jolian in the CCAA proceedings; and (c) the LOOK Proceedings continue[8].

63. The intention of UBS in initiating the CCAA proceedings were set out in my Affidavit sworn 4 July 2011 in support of UBS's Application under the CCAA. The issues with the DOL Claim and the resolution of that claim in the CCAA has been "on the table" since the CCAA proceedings were commenced in July of 2011 and all of the parties, including Mr. Dolgonos, understood the course that UBS intended to take in the CCAA proceedings both generally and in connection with the DOL Claim. DOL and Mr. Dolgonos have either not opposed or consented to the Claims Order, the Second Extension Order and the Third Extension Order, and participated in the process put in place by the Claims Order.

64. Mr. Dolgonos has not provided any reason(s) to alter the *status quo* in the CCAA proceedings. Mr. Dolgonos has also not raised with UBS any specific issues with the course being taken by UBS in the CCAA proceedings. However, as described further below, 206 Ontario did bring an unsuccessful motion in the CCAA proceedings to remove and replace the majority of the UBS board.

65. UBS is prepared to meet with Mr. Dolgonos at any time to discuss the course being taken by UBS and is open to any suggestions that Mr. Dolgonos might have with respect to process for determining the DOL Claim on its merits within the CCAA proceedings.

66. I am not aware of Mr. Dolgonos or DOL raising any issues with the Monitor with respect to the course being taken by UBS in the CCAA proceedings.

---

[8] As a shareholder of LOOK, UBS has no direct control over the actions taken by the LOOK board.

67. Aside from the expense that will be incurred by UBS in responding to the Dolgonos Partial Bid and, if the Dolgonos Partial Bid goes forward and is successful, in dealing with the attempt by Mr. Dolgonos to change the UBS board, a change in the UBS board at this stage will result in a disruption and further delays in the CCAA proceedings and increased costs as the UBS directors appointed by Mr. Dolgonos get up to speed on the facts.

VII. Previous Attempts to Remove/Replace UBS Board

68. The Dolgonos Partial Bid is the latest of a series of attempts by Mr. Dolgonos to remove and replace the UBS board, which attempts have included an unsuccessful motion under s. 11.5 of the CCAA to remove and replace the majority of the UBS board.

69. As at 5 July 2010, the UBS board consisted of Messrs Gerald McGoey – the principal of Jolian -- Louis Mitrovich and Douglas Reeson. On 5 July 2010, a special meeting of shareholders of UBS was requisitioned by a group of shareholders to remove and replace the directors of UBS pursuant to s. 122 of the OBCA. At that meeting the shareholders of UBS voted to replace the UBS board with Mr. McCutcheon, Mr. Eaton and me pursuant to s. 122 of the OBCA. 206 Ontario opposed the replacement of the UBS board, but did not hold enough voting shares of UBS to change the results of the special meeting.

70. Pursuant to a Statement of Claim issued on 22 December 2010, 206 Ontario commenced an action (the "**Oppression Action**") under the oppression remedy provisions of the OBCA seeking, *inter alia*, to remove the UBS board. The Oppression Action as against UBS, i.e. the removal of the UBS board, was stayed by the Initial Order and 206 Ontario has not sought leave to pursue the removal of the UBS directors in the CCAA proceedings[9].

---

[9] The Oppression Action as against the UBS directors was not stayed by the Initial Order, but on 25 January 2012, an Order was made staying the Oppression Action as against the UBS directors.

71. At UBS's annual general meeting on 25 February 2011, a small number of UBS shareholders, including 206 Ontario, nominated an alternate slate of directors consisting of Mr. Robert Stikeman, Mr. Michael Pasternack[10] and Mr. Michael Cytrynbaum. At that meeting, the alternate slate was defeated and Mr. Eaton, Mr. McCutcheon and I were elected as directors of UBS. 206 Ontario and those shareholders supporting 206 Ontario did not hold enough voting shares of UBS to elect Messrs. Stikeman, Pasternack and Cytrynbaum to the UBS board.

72. On 20 December 2011, 206 Ontario brought a motion (the "**Director Removal Motion**") pursuant to s. 11.5 of the CCAA seeking an Order removing Messrs McCutcheon and Eaton as directors of UBS and appointing Messrs. Stikeman and Pasternack as directors in their place. The Director Removal Motion was specifically intended to replace the majority of the UBS board with a view to having a new group review the decision with respect to DOL's claims against UBS and the LOOK Action against DOL and Mr. Dolgonos. When cross-examined in connection with the Director Removal Motion, Mr. Stikeman indicated that it was his understanding that Mr. Dolgonos' objective in replacing Messrs McCutcheon and Eaton was to re-consider the actions of the UBS board based on Mr. Dolgonos' concern with decisions taken by the UBS board:

Q. And did [Mr. Dolgonos] ever explain to you any objectives he had in replacing the board with you and Mr. Pasternack?

A. I believe it was just to have a fresh set of eyes on the situation. That the existing board had taken the decisions that were now in dispute [by Mr. Dolgonos] and human nature is such that you tend to defend what you have done; whereas a fresh group of people might come and look at the situation and see something differently.

73. Pursuant to an Endorsement released on 25 January 2012, a true copy of which is attached as **Exhibit "P"**, the Director Removal was dismissed.

---

[10] Messrs. Stikeman and Pasternack are partners in a law firm that, indirectly or directly, acted for Mr. Dolgonos.

VII. Summary

74. The Dolgonos Partial Bid: (a) is an interference with UBS's business; (b) will force UBS to incur significant costs and delay the CCAA proceedings; and (c) will alter the *status quo* in the CCAA proceedings for the benefit of DOL and at the expense of the other UBS stakeholders.

75. The Dolgonos Partial Bid, and the subsequent change in the UBS board contemplated by Mr. Dolgonos, is the latest in a long series of attempts by Mr. Dolgonos to replace the UBS board.

76. UBS commenced proceedings under the CCAA with the express intention of preserving value for UBS's stakeholders and, *inter alia*, determining the claims against UBS, including the DOL Claim. The claims process now being undertaken by UBS was agreed to by Mr. Dolgonos and is for the benefit of all UBS stakeholders.

77. There is significant cost and delay associated with UBS responding to the Dolgonos Partial Bid and dealing with the a meeting of shareholders to replace the current UBS board. There is also no good reason to move UBS off the course of determining the DOL Claim and the Jolian Claim in the CCAA proceedings in accordance with the Claims Order or to effect a change of the UBS board in the hopes that directors selected by Mr. Dolgonos and elected by 206 Ontario will have a different view as to the merits of the DOL Claim, the Jolian Claim or the LOOK Action.

78. The primary focus of all stakeholders, including Mr. Dolgonos, should be the determination of the disputed DOL Claim and Jolian Claim on their merits in the most efficient and cost-effective manner so that UBS can proceed with its reorganization. The Dolgonos Partial Bid does not advance this objective and the substantial costs that will be incurred by UBS in responding to the Dolgonos Partial Bid and the change the UBS board are, in the circumstances, unwarranted.

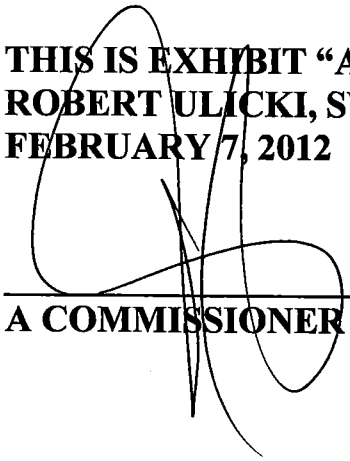
SWORN BEFORE ME at the City of Toronto in the Province of Ontario this 7th day of February 2012

A Commissioner, etc.

ROBERT ULICKI

TOR_LAW\ 7834715\1

THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012



A COMMISSIONER FOR TAKING OATHS

*This Offer to Purchase and Circular, the Letter of Acceptance and Transmittal and the Notice of Guaranteed Delivery (all as defined herein) (collectively the "**Offer Documents**") are important and require your immediate attention. If you are in any doubt as to how to deal with the Offer Documents you should consult with the Information Agent (as defined herein) and with your investment dealer, stockbroker, accountant, lawyer or other professional advisor. The Offer (as defined herein) has not been approved or disapproved by any securities commission or similar authority nor has any securities commission or similar authority passed upon the fairness or merits of the Offer or upon the accuracy or adequacy of the information contained in the Offer Documents. Any representation to the contrary is an offence. The Offer Documents do not constitute an offer or solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful.*

February 1, 2012

OFFER TO PURCHASE FOR CASH

up to a maximum of 10,000,000 common shares

of

UNIQUE BROADBAND SYSTEMS, INC.

at a price of $0.08 in cash per common share

by

2064818 ONTARIO INC.

2064818 Ontario Inc. (the "**Offeror**") hereby offers to purchase (the "**Offer**"), at a price per share payable in cash of $0.08 (the "**Offer Price**"), on the terms and subject to the conditions set forth herein and in the Letter of Acceptance and Transmittal (as defined herein) (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), up to a maximum of 10,000,000 common shares ("**Shares**") of Unique Broadband Systems, Inc. ("**UBS**"), other than Shares beneficially owned by the Offeror and its affiliates, and including any Shares that may become issued and outstanding prior to the expiry of the Offer upon the exercise, exchange or conversion of any UBS Options (as defined herein), convertible securities or other rights that are exercisable or exchangeable for or convertible into Shares.

If more than the maximum number of Shares for which the Offer is made are deposited under the Offer and not withdrawn, the shares to be purchased from each depositing holder of Shares (each a "**Shareholder**" and collectively, the "**Shareholders**") will be determined on a *pro rata* basis according to the number of securities deposited by each shareholder, disregarding fractions, by rounding down to the nearest whole number of Shares.

THE OFFER WILL BE OPEN FOR ACCEPTANCE UNTIL 8:00 P.M. (TORONTO TIME) ON MARCH 9, 2012 (THE "EXPIRY TIME"), UNLESS EXTENDED OR WITHDRAWN BY THE OFFEROR.

The Information Agent for the Offer is:

Phoenix Advisory Partners
North American Toll-Free #: 1-800-622-1603

The Depositary for the Offer is :

CIBC Mellon Trust Company
North American Toll-Free #: 1-800-387-0825

The principal market for the trading of Shares is the TSX Venture Exchange (the "**TSXV**"), where the Shares are listed and trade under the symbol "UBS". As at the close of business on January 18, 2012, the last trading day prior to the announcement of the Offeror's intention to make the Offer, the closing price of the Shares on the TSXV was $0.05. Based on this closing price, the Offer Price represents a premium of 60%.

The Offer is subject to the conditions set forth in Section 4 of the Offer to Purchase, "Conditions of the Offer". Subject to applicable Law (as defined herein), the Offeror reserves the right to withdraw the Offer and to not take up and pay for any Shares deposited pursuant to the Offer unless each of the conditions to the Offer is satisfied or, where permitted, waived by the Offeror at or prior to the Expiry Time (as defined above).

The Offeror is a company owned by a trust of the family of Mr. Alex Dolgonos, the founder of UBS. At the date of the Offer, Mr. Dolgonos has an indirect interest in, through the Offeror and 6138241 Canada Inc. ("**6138241**"), a company owned by trusts of the family of Mr. Dolgonos and the Offeror, 22,898,255 Shares, representing 22.28% of the approximately 102,748,000 outstanding Shares. In addition to the above holdings, Mr. Dolgonos has control over 4,000,000 options to purchase Shares, of which 3,666,667 of such options are exercisable as at the date hereof. If Mr. Dolgonos was to exercise all of these options, the number of Shares in which he has an indirect interest would increase to 26,564,922, representing 24.96% of the then issued Shares.

The Offeror has engaged CIBC Mellon Trust Company to act as depositary (the "**Depositary**") and Phoenix Advisory Partners to act as information agent (the "**Information Agent**") for the Offer.

Shareholders who wish to accept the Offer must properly complete and duly execute the accompanying Letter of Acceptance and Transmittal (printed on green paper), or a manually signed facsimile copy thereof, in accordance with the instructions set forth therein and deposit it, together with the certificates representing the Shares being deposited and all other documents required by the Letter of Acceptance and Transmittal, at the office of the Depositary specified in the Letter of Acceptance and Transmittal at or prior to the Expiry Time. Alternatively, Shareholders may: (a) accept the Offer by following the procedures for book-entry transfer of Shares described under Section 3 of the Offer to Purchase, "Manner of Acceptance — Acceptance by Book-Entry Transfer"; or (b) accept the Offer (i) where the certificates representing the Shares are not immediately available, (ii) if the certificates and all of the required documents cannot be provided to the Depositary at or prior to the Expiry Time, or (iii) if the procedures for book-entry transfer cannot be complied with at or prior to the Expiry Time, by following the procedures for guaranteed delivery described under Section 3 of the Offer to Purchase, "Manner of Acceptance — Procedure for Guaranteed Delivery" using the accompanying Notice of Guaranteed Delivery (printed on yellow paper) or a facsimile copy thereof.

Shareholders will not be required to pay any fee or commission if they accept the Offer by depositing their Shares directly with the Depositary. Cash payable to a Shareholder in connection with the Offer will be paid in Canadian dollars.

Shareholders whose Shares are registered in the name of a stockbroker, investment dealer, bank, trust company or other nominee should immediately contact that nominee for assistance if they wish to accept the Offer in order to take the necessary steps to be able to deposit their Shares under the Offer.

This document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful. The Offer is not being made to, nor will deposits be accepted from, or on behalf of, Shareholders in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the Laws of such jurisdiction. However, the Offeror or its agents may, in the sole discretion of the Offeror, take such action as the Offeror may deem necessary to extend the Offer to Shareholders in any such jurisdiction.

Shareholders should not construe the contents of the Offer Documents as legal, tax or financial advice and should consult with their own professional advisors as to the relevant legal, tax, financial or other matters in connection therewith.

Shareholders should be aware that during the currency of the Offer, the Offeror intends to, directly or indirectly, purchase Shares or other securities of UBS as permitted by applicable Law. See Section 12 of the Offer to Purchase, "Market Purchases".

THE OFFER HAS NOT BEEN APPROVED OR DISAPPROVED BY ANY SECURITIES REGULATORY AUTHORITY, NOR HAS ANY SECURITIES REGULATORY AUTHORITY PASSED UPON THE FAIRNESS OR MERITS OF THE OFFER OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THE OFFER TO PURCHASE OR THE CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

Questions regarding the Offer and requests for assistance in depositing Shares under the Offer may be directed to the Information Agent at its telephone number set forth on the last page of the circular accompanying this Offer to Purchase (the "**Circular**"). Additional copies of the Offer to Purchase, the Circular, the Letter of Acceptance and Transmittal and the

Notice of Guaranteed Delivery may be obtained without charge on request from the Depositary. Additionally, copies of the Offer Documents may also be found free of charge under UBS's SEDAR profile at www.sedar.com.

IMPORTANT NOTICE TO SHAREHOLDERS IN THE UNITED STATES

The Offer is being made for the securities of a Canadian issuer and the Offer is subject to disclosure requirements in Canada. Shareholders should be aware that such disclosure requirements are different from those in the United States.

Shareholders in the United States should be aware that the disposition of Shares by them pursuant to the Offer may have tax consequences both in the United States and Canada. Such consequences are not fully described herein and this document does not address any United States federal income tax consequences of the Offer to Shareholders in the United States. Shareholders in the United States are urged to consult their own tax advisors with respect to their particular circumstances and the tax considerations applicable to them. See Section 13 of the Circular, "Certain Canadian Federal Income Tax Considerations".

Shareholders should be aware that, during the currency of the Offer, the Offeror intends to, directly or indirectly, purchase Shares or other securities of UBS as permitted by applicable Law.

The enforcement by Shareholders of civil liabilities under applicable United States federal and state securities laws may be affected adversely by the fact that: (a) the Offeror is a corporation formed under the Laws of Ontario; (b) UBS is a corporation formed under the Laws of Ontario; (c) some or all of the Offeror's and UBS's respective officers and directors may reside outside the United States; and (d) all or a substantial portion of the assets of the Offeror and UBS and of said persons may be located outside the United States. It may be difficult to compel a foreign person to subject themselves to the judgment of a United States court.

NOTICE TO HOLDERS OF UBS OPTIONS AND OTHER CONVERTIBLE SECURITIES

The Offer is made only for Shares and is not made for any UBS Options (as defined herein), convertible securities or other rights to acquire Shares. Any holder of UBS Options, convertible securities or other rights to acquire Shares who wishes to accept the Offer in respect of the Shares issuable upon exercise, exchange or conversion thereof should, to the extent permitted by the terms of such UBS Options, convertible securities or other rights to acquire Shares and applicable Law, fully exercise, exchange or convert such UBS Options, convertible securities or other rights to acquire Shares in order to obtain certificates representing Shares that may be deposited in accordance with the terms of the Offer. Any such exercise, exchange or conversion must be completed sufficiently in advance of the Expiry Time to ensure that the holder of such UBS Options, convertible securities or other rights to acquire Shares will have certificates representing the Shares received on such exercise, exchange or conversion available for deposit before the Expiry Time, or in sufficient time to comply with the procedures referred to in Section 3 of the Offer to Purchase, "Manner of Acceptance — Procedure for Guaranteed Delivery". See Section 5 of the Circular, "Treatment of UBS Options and Other Convertible Securities".

CANADIAN CURRENCY

In this Offer to Purchase and the Circular, unless otherwise specified, all references to "$" are to Canadian dollars.

FORWARD-LOOKING STATEMENTS

Certain statements contained in this Offer to Purchase and the Circular, including statements made under Section 4 of the Circular, "Purpose of the Offer and the Offeror's Plans for UBS" and Section 6 of the Circular, "Certain Effects of the Offer" are "forward-looking statements" and are prospective. Forward-looking statements are not based on historical facts, but rather on current expectations and projections about future events, and are therefore subject to risks, uncertainties and other factors that could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements. Such forward-looking statements are subject to known and unknown risks, uncertainties and other factors which could cause actual results to differ materially from any future results expressed or implied by such forward-looking statements. Forward-looking statements in this Offer to Purchase and the Circular are based on the Offeror's beliefs and opinions at the time the statements are made, and there should be no expectation that these forward-looking statements will be updated, revised or supplemented as a result of changing circumstances or otherwise, and the Offeror disavows and disclaims any obligation to do so, except as may be required by Law.

NOTICE REGARDING UBS INFORMATION

Unless otherwise indicated, the information concerning UBS contained in the Offer Documents has been taken from or based entirely upon publicly available documents and records on file with the Securities Regulatory Authorities (as defined herein) and other public sources at the time of the Offer and has not been independently verified by the Offeror. Although the Offeror has no knowledge that would

indicate that any of the statements contained in the Offer Documents and taken from or based on such public documents, records and sources are untrue or incomplete, the Offeror assumes no responsibility for the accuracy or completeness of such information, or for any failure by UBS to disclose publicly facts, events or acts that may have occurred or come into existence or that may affect the significance or accuracy of any such information and that are unknown to the Offeror.

No stockbroker, investment dealer or other person has been authorized to give any information or make any representations in connection with the Offer and related transactions described in this Offer to Purchase and the Circular, and if any such information is given or made it must not be relied upon as having been authorized by the Offeror.

TABLE OF CONTENTS

DEFINITIONS

In the Offer Documents, unless the context otherwise requires, the following terms have the meanings indicated:

"**6138241**" means 6138241 Canada Inc., a corporation governed under the laws of Canada and owned by trusts of the family of Mr. Dolgonos and the Offeror;

"**affiliates**" has the meaning given to it in the Securities Act;

"**Agent's Message**" has the meaning given to it in Section 3 of the Offer to Purchase, "Manner of Acceptance – Acceptance by Book-Entry Transfer";

"**Appointee**" has the meaning given to it in Section 3 of the Offer to Purchase, "Manner of Acceptance – Power of Attorney";

"**business day**" has the meaning given to it in Part XX of the Securities Act;

"**Book-Entry Confirmation**" has the meaning given to it in Section 3 of the Offer to Purchase, "Manner of Acceptance – Acceptance by Book-Entry Transfer";

"**CDS**" means CDS Clearing and Depository Services Inc. or its nominee;

"**Circular**" means the take-over bid circular accompanying the Offer to Purchase and forming a part of the Offer;

"Contract" means any contract, agreement, instrument, license, franchise, lease, arrangement, commitment, understanding or other right or obligation to which UBS, Look or any of their respective subsidiaries is a party or by which UBS, Look or any of their respective subsidiaries, is bound or affected or to which any of their respective properties or assets is subject;

"**CRA**" means the Canada Revenue Agency;

"**Depositary**" means CIBC Mellon Trust Company, or such other person as is appointed to act as depositary by the Offeror;

"**Deposited Shares**" has the meaning given to it in Section 3 of the Offer to Purchase, "Manner of Acceptance – Dividends and Distributions";

"**Depositing Shareholders**" means Shareholders whose Shares are validly deposited to the Offer and are not withdrawn;

"**Disclosed**" means disclosed in either or both of (a) the UBS Public Disclosure Record (including in the UBS Financial Statements) or (b) the Look Public Disclosure Record (including in the Look Financial Statements);

"**Distributions**" has the meaning given to it in Section 3 of the Offer to Purchase, "Manner of Acceptance – Dividends and Distributions";

"**DTC**" means The Depository Trust Company;

"**Eligible Institution**" means a Canadian Schedule I chartered bank, a major trust company in Canada, a member of the Securities Transfer Agents Medallion Program (STAMP), a member of the Stock Exchange Medallion Program (SEMP) or a member of the New York Stock Exchange, Inc. Medallion Signature Program (MSP). Members of these programs are usually members of a recognized stock exchange in Canada or the United States, members of the Investment Industry Regulatory Organization of Canada, members of the National Association of Securities Dealers or banks or trust companies in the United States;

"**Encumbrances**" means any hypothecs, mortgages, liens, charges, restrictions, security interests, adverse claims, pledges and encumbrances of any nature or kind whatsoever;

"**Expiry Time**" means 8:00 p.m. (Toronto time) on March 9, 2012, or any subsequent time and date set out in any notice of the Offeror as provided in Section 5 of the Offer to Purchase, "Extension, Variation or Change in the Offer", provided that, if such day is not a business day, then the Expiry Time shall be the same time on the next business day;

"**GAAP**" means Canadian generally accepted accounting principles determined with reference to the Handbook of the Canadian Institute of Chartered Accountants, as the same may be amended from time to time;

"**Governmental Entity**" means: (a) any multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board, bureau or agency, domestic or foreign; (b) any subdivision, agent or authority of any of the foregoing; or (c) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

"**including**" means including without limitation, and "**include**" and "**includes**" have a corresponding meaning;

"**insider**" has the meaning given to it in the Securities Act;

"**Information Agent**" means Phoenix Advisory Partners;

"**Law**" or "**Laws**" means all laws, by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, stays, determinations, awards, decrees, codes, conventions and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority (including the TSXV), and the term "**applicable**" with respect to such Laws and in a context that refers to one or more persons, means such laws as are applicable to such person or its business, undertaking, property or securities and emanate from such Governmental Entity or self-regulatory authority having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

"**Letter of Acceptance and Transmittal**" means the letter of acceptance and transmittal in the form accompanying the Offer and Circular (printed on green paper);

"**Look**" means Look Communications Inc., a corporation governed by the *Canada Business Corporations Act*;

"**Look Financial Statements**" means Look's audited consolidated financial statements as at and for the fiscal years ended August 31, 2011 and August 31, 2010 (including the notes thereto and related management's discussion and analysis);

"**Look Public Disclosure Record**" means all documents filed on Look's SEDAR profile at www.sedar.com;

"**Material Adverse Effect**" means with respect to a person, any circumstance, occurrence, fact, condition (financial or otherwise), change (including a change in law), event, development or effect (whether or not (a) foreseeable or known as of the date of the Offer, or (b) covered by insurance) that, individually or in the aggregate, has, or could reasonably be expected to have, in the Offeror's sole judgement, a material adverse effect on the business, operations, affairs, properties, prospects, revenue, assets, liabilities (including contingent liabilities), capitalization, obligations (whether absolute, accrued, conditional or otherwise), results of operations (financial or otherwise), cash flows or condition (financial or otherwise) on UBS and its subsidiaries (considered as a whole), or Look and its subsidiaries (considered as a whole), whether before or after giving effect to the transaction contemplated by the Offer.

"**MI 61-101**" means Multilateral Instrument 61-101 — *Protection of Minority Security Holders in Special Transactions* of the Canadian Securities Administrators, as the same may be amended from time to time;

"**Non-Resident Shareholder**" has the meaning given to it in Section 13 of the Circular, "Certain Canadian Federal Income Tax Considerations – Holders not Resident in Canada";

"**Notice of Guaranteed Delivery**" means the accompanying notice of guaranteed delivery in the form accompanying the Offer to Purchase and Circular (printed on yellow paper);

"OBCA" means the *Business Corporations Act* (Ontario) and the regulations made thereunder, as promulgated or amended from time to time;

"**Offer**" means the offer by the Offeror to purchase up to 10,000,000 issued and outstanding Shares at the Offer Price made hereby;

"**Offer Documents**" means, collectively, the Offer to Purchase, the Circular, the Letter of Acceptance and Transmittal and the Notice of Guaranteed Delivery, as amended from time to time;

"**Offer Period**" means the period commencing on the date of the Offer and ending at the Expiry Time;

"**Offer Price**" means the price per Share under the Offer, being $0.08;

"**Offeror**" means 2064818 Ontario Inc., a corporation governed by the OBCA and owned by a trust of the family of Mr. Alex Dolgonos;

"**Offer to Purchase**" means this Offer to Purchase of the Offeror dated February 1, 2012 containing the terms and conditions of the Offer;

"**person**" includes an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, trust, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

"**Purchased Securities**" has the meaning given to it in Section 3 of the Offer to Purchase, "Manner of Acceptance – Power of Attorney";

"**Regulatory Approvals**" means those sanctions, rulings, consents, orders, exemptions, permits, authorizations and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities as are necessary or desirable in the judgment of the Offeror for the consummation of the transactions contemplated herein;

"**Securities Act**" means the *Securities Act* (Ontario) and the rules and regulations made thereunder, and published policies in respect thereof, as now in effect and as they may be promulgated, published or amended from time to time;

"**Securities Laws**" means the Securities Act and all other applicable Canadian provincial and territorial securities laws, rules and regulations made thereunder, and published policies in respect thereof, as now in effect and as they may be promulgated, published or amended from time to time;

"**Securities Regulatory Authorities**" means all applicable securities regulatory authorities, including: (a) the provincial securities regulatory authorities in the provinces of Canada in which UBS is a reporting issuer (or the equivalent); and (b) applicable stock exchanges, including the TSXV;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval (SEDAR) maintained by CDS;

"**Shares**" means the issued and outstanding common shares in the capital of UBS, including all common shares of UBS issued prior to the Expiry Time upon the exercise, exchange or conversion of any UBS Options, convertible securities or other rights that are exercisable or exchangeable for or convertible into common shares of UBS, and "**Share**" means any one common share of UBS;

"**Shareholders**" means the registered or beneficial holders, as context requires, of the issued and outstanding Shares and "**Shareholder**" means any one of them;

"**subsidiary**" means, with respect to a specified body corporate, any body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified body corporate and shall include any body corporate, partnership, joint venture or other entity over which such specified body corporate exercises direction or control or which is in a like relation to a subsidiary;

"**Tax Act**" means the *Income Tax Act* (Canada), together with any and all regulations promulgated thereunder, as amended from time to time and including any specific proposals to amend the Tax Act that are publicly announced by the Minister of Finance (Canada) to have effect prior to the date hereof;

"**taxable capital gain**" has the meaning given to it in Section 13 of the Circular, "Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada";

"**Taxes**" means all taxes, imposts, levies and withholdings, however denominated and instalments in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Entity;

"**TSXV**" means the TSX Venture Exchange;

"**UBS**" means Unique Broadband Systems, Inc., a corporation governed by the OBCA;

"**UBS Board**" means the board of directors of UBS;

"**UBS Financial Statements**" means UBS's audited consolidated financial statements as at and for the fiscal years ended August 31, 2011 and August 31, 2010 (including the notes thereto and related management's discussion and analysis);

"**UBS Options**" means options to purchase Shares granted pursuant to UBS's stock option plan, and "**UBS Option**" means an option to purchase shares granted pursuant to UBS's stock option plan; and

"**UBS Public Disclosure Record**" means all documents filed on UBS's SEDAR profile at www.sedar.com.

SUMMARY

The following is a summary only and is qualified by the detailed provisions contained elsewhere in the Offer Documents. Shareholders are urged to read the Offer Documents in their entirety. Capitalized terms used in this summary are defined in "Definitions".

The Offer

The Offeror, a company owned by a trust of the family of Mr. Alex Dolgonos, the founder of UBS, hereby offers to purchase, at a price per Share payable in cash of $0.08, on the terms and subject to the conditions set forth herein and in the Letter of Acceptance and Transmittal (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), up to a maximum of 10,000,000 Shares not owned by the Offeror and its affiliates, and including any Shares that may become issued and outstanding after the date of the Offer but prior to the Expiry Time upon the exercise, exchange or conversion of any UBS Options, convertible securities or other rights that are exercisable or exchangeable for or convertible into Shares. The Offer will be open for acceptance until the Expiry Time, unless the Offer is extended or withdrawn by the Offeror. See Section 2 of the Offer to Purchase, "Time for Acceptance".

The obligation of the Offeror to take up and pay for Shares deposited pursuant to the Offer is subject to certain conditions. See Section 4 of the Offer to Purchase, "Conditions of the Offer".

If more than the maximum number of Shares for which the Offer is made are deposited under the Offer and not withdrawn, the Shares to be purchased from each Depositing Shareholder will be determined on a *pro rata* basis according to the number of Shares deposited by each Shareholder, disregarding fractions, by rounding down to the nearest whole number of Shares.

The Offer is not being made to, nor will deposits be accepted from or on behalf of, Shareholders in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the Laws of such jurisdiction. However, the Offeror or its agents may, in the sole discretion of the Offeror, take such action as the Offeror may deem necessary to extend the Offer to Shareholders in any such jurisdiction.

The Offeror

The Offeror was incorporated under the OBCA on February 10, 2005.

At the date of the Offer, the Offeror owns 14,398,255 Shares, and 6138241 owns 8,500,000 Shares. As such, Mr. Dolgonos has an interest in an aggregate of 22,898,255 Shares, representing 22.28% of the approximately 102,748,000 outstanding Shares. In addition to the above holdings, Mr. Dolgonos has control over 4,000,000 options to purchase Shares, of which 3,666,667 of such options are exercisable as at the date of this Offer. If Mr. Dolgonos was to exercise all of these options, the number of Shares under which he would have an indirect interest would increase to 26,564,922, representing 24.96% of the then issued Shares. See Section 1 of the Circular, "The Offeror".

UBS

UBS is a reporting issuer or equivalent in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and files its continuous disclosure documents and other documents with the Securities Regulatory Authorities of those provinces. Such documents are available under UBS's SEDAR profile at www.sedar.com. The principal market for the trading of Shares is the TSXV, where the Shares are listed and trade under the symbol "UBS". UBS's primary asset is its 39.2% economic interest in Look. Look's multiple voting shares are listed on the NEX board of the TSXV (the "**NEX**") under the symbol "LOK.H" and its subordinate voting shares are listed on the NEX under the symbol "LOK.K". Information regarding Look is available on its website at www.look.ca and under its SEDAR profile at www.sedar.com.

According to UBS's audited financial statements for the year ended August 31, 2011, there were 102,748,000 Shares issued and outstanding and approximately 10,442,000 Shares issuable pursuant to UBS Options. See Section 2 of the Circular, "UBS".

Purpose of the Offer

The purpose of the Offer is to increase the Offeror's investment in the Shares, while complying with Securities Laws by making a general offer to all Shareholders. During the course of or following the completion of the Offer, it is the intention of the Offeror to requisition a special meeting of the shareholders of UBS pursuant to the OBCA to elect a new board of directors for UBS. The Offeror is seeking to preserve the remaining value of UBS, including its cash resources and investment in Look.

Treatment of UBS Options and Other Convertible Securities

The Offer is made only for Shares and is not made for any UBS Options, convertible securities or other rights to acquire Shares. Any holder of UBS Options, convertible securities or other rights to acquire Shares who wishes to accept the Offer in respect of the Shares issuable upon exercise, exchange or conversion thereof should, to the extent permitted by the terms of such UBS Options, convertible securities or other rights to acquire Shares and applicable Law, fully exercise, exchange or convert such UBS Options, convertible securities or other rights to acquire Shares in order to obtain certificates representing Shares that may be deposited in accordance with the terms of the Offer. Any such exercise, exchange or conversion must be completed sufficiently in advance of the Expiry Time to ensure that the holder of such UBS Options, convertible securities or other rights to acquire Shares will have certificates representing the Shares received on such exercise, exchange or conversion available for deposit before the Expiry Time, or in sufficient time to comply with the procedures referred to in Section 3 of the Offer to Purchase, "Manner of Acceptance — Procedure for Guaranteed Delivery".

The tax consequences to holders of UBS Options, convertible securities or other rights to acquire Shares of exercising, exchanging or converting or not exercising, exchanging or converting their UBS Options, convertible securities or other rights to acquire Shares, as applicable are not described in this Offer to Purchase and Circular. Holders of UBS Options, convertible securities or other rights to acquire Shares are urged to consult their own tax advisors for advice with respect to potential income tax consequences to them in connection with the decision to exercise, exchange or convert or not exercise exchange or convert such UBS Options, convertible securities or other rights to acquire Shares. See Section 5 of the Circular, "Treatment of UBS Options and Other Convertible Securities".

Time for Acceptance

The Offer is open for acceptance commencing on this date until the Expiry Time, unless extended or withdrawn by the Offeror. The Expiry Time is currently 8:00 p.m. (Toronto time) on March 9, 2012. See Section 2 of the Offer to Purchase, "Time for Acceptance", and Section 5 of the Offer to Purchase, "Extension, Variation or Change in the Offer".

Manner of Acceptance

The Offer may be accepted by Shareholders by depositing certificates representing Shares that are being deposited, together with a properly completed and duly signed Letter of Acceptance and Transmittal in the form accompanying this Offer to Purchase and Circular (printed on green paper), or a manually signed facsimile thereof, and all other documents required by the Letter of Acceptance and Transmittal at the office of the Depositary specified in the Letter of Acceptance and Transmittal at or before the Expiry Time. The Offer will be deemed to be accepted only if the Depositary has actually received these documents at or before the Expiry Time. Shareholders whose Shares are registered in the name of a nominee should contact their broker, investment dealer, bank, trust company or other nominee for assistance in depositing their Shares to the Offer.

Shareholders may also accept the Offer by following the procedures for a book-entry transfer established by CDS or DTC, provided that a Book-Entry Confirmation and any other required documents are received by the Depositary at its office set out in the Letter of Acceptance and Transmittal prior to the Expiry Time. Shareholders accepting the Offer through a book-entry transfer must make sure such documents are received by the Depositary.

If a Shareholder wishes to deposit Shares pursuant to the Offer and (a) the certificate or certificates representing such Shares are not immediately available to deposit, (b) the certificate or certificates and all required documents cannot be delivered to the Depositary prior to the Expiry Time, or (c) the procedures for book-entry transfer cannot be complied with prior to the Expiry Time, those Shares may nevertheless be deposited validly under the Offer by utilizing the procedures contemplated by the Notice of Guaranteed Delivery that accompanies this Offer to Purchase and Circular (printed on yellow paper). See Section 3 of the Offer to Purchase, "Manner of Acceptance".

Shareholders whose Shares are registered in the name of a stockbroker, investment dealer, bank, trust company or other nominee should immediately contact that nominee for assistance if they wish to accept the Offer in order to take the necessary steps to be able to deposit their Shares under the Offer.

Conditions

The Offeror will have the right to withdraw or terminate the Offer, and will not be required to take up or pay for, and/or may extend the period of time during which the Offer is open and/or may postpone taking up and paying for any Shares deposited under the Offer unless all of the conditions described in Section 4 of the Offer to Purchase, "Conditions of the Offer" are satisfied or waived by the Offeror at or prior to the Expiry Time. See Section 4 of the Offer to Purchase, "Conditions of the Offer".

The conditions of the Offer are for the exclusive benefit of the Offeror and may be waived by it, in its sole discretion, in whole or in part, at any time and from time to time, both before and after the Expiry Time without prejudice to any of the rights that the Offeror may have. The Offer is not subject to any financing condition.

Take-Up of and Payment for Deposited Shares

Upon the terms and subject to the conditions of the Offer, the Offeror will be obligated to take up and pay for Shares duly and validly deposited pursuant to the Offer and not validly withdrawn in accordance with the terms of the Offer within 10 days after the Expiry Time. Any Shares taken up will be required to be paid for as soon as possible and in any event not later than three business days after being taken up. Any Shares deposited pursuant to the Offer after the first date on which Shares have been taken up and paid for by the Offeror will be required to be taken up and paid for within 10 days of such deposit. See Section 6 of the Offer to Purchase, "Take-Up of and Payment for Deposited Shares".

Currency of Payment

Cash payable under the Offer will be denominated in Canadian dollars.

Right to Withdraw Deposited Shares

Shares deposited under the Offer may be withdrawn by or on behalf of a Depositing Shareholder at any time before the Shares have been taken up by the Offeror pursuant to the Offer and in the other circumstances discussed in Section 7 of the Offer to Purchase, "Right to Withdraw Deposited Shares".

Certain Canadian Federal Income Tax Considerations

A Shareholder who is, or is deemed to be, resident in Canada for the purpose of the Tax Act, who holds Shares as capital property and who sells such Shares to the Offeror under the Offer will generally realize a capital gain (or capital loss) equal to the amount by which the proceeds of disposition exceed (or are less than) the aggregate of the adjusted cost base of the Shares to the Shareholder and any reasonable costs of disposition. For this purpose, the proceeds of disposition will equal the cash price under the Offer.

A Shareholder who is a non-resident of Canada for the purposes of the Tax Act, who holds Shares as capital property and who sells such Shares to the Offeror under the Offer will generally not be subject to Canadian income tax on any capital gain realized on the disposition of the Shares to the Offeror under the Offer unless those Shares constitute "taxable Canadian property" within the meaning of the Tax Act.

This is a brief summary of certain Canadian federal income tax considerations only. Shareholders are urged to consult their own tax advisors to determine the particular consequences to them of a sale of Shares pursuant to the Offer. See Section 13 of the Circular, "Certain Canadian Federal Income Tax Considerations".

Requirements of an Insider Bid

The Offer is an insider bid within the meaning of certain Securities Laws and MI 61-101 by virtue of the Offeror and 6138241, collectively, owning more than 10% of the Shares. The Offer is exempt from the requirement to obtain a formal valuation under MI 61-101 on the basis that neither the Offeror nor any joint actor with the Offeror has, or has had within the preceding 12 months any

board or management representation in respect of UBS, or has knowledge of any material information concerning UBS or its securities that has not been generally disclosed. See Section 15 of the Circular, "Requirements of an Insider Bid".

Certain Effects of the Offer

The purchase of Shares by the Offeror pursuant to the Offer will reduce the number of Shares which might otherwise trade publicly and, depending on the number of Shareholders depositing and the number of Shares purchased under the Offer, may adversely affect the liquidity and market value of the remaining Shares held by the public.

Depositary and Information Agent

CIBC Mellon Trust Company has been engaged by the Offeror as Depositary for the Offer and Phoenix Advisory Partners has been engaged as Information Agent for the Offer. Each of the Depositary and Information Agent will: (a) receive reasonable and customary compensation from the Offeror for the services provided in connection with the Offer; (b) be reimbursed for certain out-of-pocket expenses in connection therewith; and (c) be indemnified against certain liabilities and expenses in connection therewith. See Section 17 of the Circular, "Depositary and Information Agent".

The Information Agent may contact Shareholders by mail, telephone or facsimile and may request banks, brokers, dealers and other nominees to forward materials relating to the Offer to beneficial owners of Shares. Questions and requests for assistance relating to the Offer may be directed to the Information Agent at the address and telephone number shown on the last page of this document. See Section 17 of the Circular, "Depositary and Information Agent".

OFFER TO PURCHASE

*The accompanying Circular, Letter of Acceptance and Transmittal (printed on **green** paper) and Notice of Guaranteed Delivery (printed on **yellow** paper), which are incorporated into and form part of the Offer, contain important information that should be read carefully before making a decision with respect to the Offer.*

February 1, 2012

TO: THE HOLDERS OF SHARES OF UNIQUE BROADBAND SYSTEMS, INC.

1. The Offer

The Offeror, a company owned by a trust of the family of Mr. Alex Dolgonos, the founder of UBS, hereby offers to purchase, at a price per Share of $0.08 payable in cash, on the terms and subject to the conditions set forth herein and in the Letter of Acceptance and Transmittal (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), up to a maximum of 10,000,000 Shares, other than Shares beneficially owned by Mr. Dolgonos, and including any Shares that may become issued and outstanding after the date of the Offer but prior to the Expiry Time upon the exercise, exchange or conversion of any UBS Options, convertible securities or other rights that are exercisable or exchangeable for or convertible into Shares.

If more than the maximum number of Shares for which the Offer is made are deposited under the Offer and not withdrawn, the Shares to be purchased from each Depositing Shareholder will be determined on a *pro rata* basis according to the number of Shares deposited by each Shareholder, disregarding fractions, by rounding down to the nearest whole number of Shares.

The Offer is made only for Shares and is not made for any UBS Options, convertible securities or other rights to acquire Shares. Any holder of UBS Options, convertible securities or other rights to acquire Shares who wishes to accept the Offer in respect of the Shares issuable upon exercise, exchange or conversion thereof should, to the extent permitted by the terms of such UBS Options, convertible securities or other rights to acquire Shares and applicable Laws, fully exercise, exchange or convert such UBS Options, convertible securities or other rights to acquire Shares in order to obtain certificates representing Shares that may be deposited in accordance with the terms of the Offer. Any such exercise, exchange or conversion must be completed sufficiently in advance of the Expiry Time to ensure that the holder of such UBS Options, convertible securities or other rights to acquire Shares will have certificates representing the Shares received on such exercise, exchange or conversion available for deposit before the Expiry Time, or in sufficient time to comply with the procedures referred to in Section 3 of this Offer to Purchase, "Manner of Acceptance — Procedure for Guaranteed Delivery". See Section 5 of the Circular, "Treatment of UBS Options and Other Convertible Securities".

The obligation of the Offeror to take up and pay for Shares deposited pursuant to the Offer is subject to certain conditions. See Section 4 of this Offer to Purchase, "Conditions of the Offer". If such conditions have been complied with or, to the extent capable of waiver, waived by the Offeror at or prior to the Expiry Time, the Offeror will take up and pay for the Shares validly deposited and not properly withdrawn under the Offer in accordance with the terms of the Offer.

Depositing Shareholders will not be obliged to pay brokerage fees or commissions if they accept the Offer by depositing their Shares directly with the Depositary. If a Shareholder owns Shares through a broker or other nominee and such broker or nominee deposits the Shares on the Shareholder's behalf, the broker or nominee may charge a fee for performing this service. See Section 18 of the Circular, "Other Matters Relating to the Offer".

The Offer is not being made to, nor will deposits be accepted from or on behalf of, Shareholders in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the Laws of such jurisdiction. However, the Offeror or its agents may, in their sole discretion, take such action as they may deem necessary to extend the Offer to Shareholders in any such jurisdiction.

2. Time for Acceptance

The Offer is open for acceptance commencing on the date hereof until the Expiry Time, unless extended or withdrawn by the Offeror. The Expiry Time is currently 8:00 p.m. (Toronto time) on March 9, 2012. The Offer may be extended by the Offeror,

in its sole discretion, to such later time or times and date or dates as may be fixed by the Offeror from time to time pursuant to Section 5 of this Offer to Purchase, "Extension, Variation or Change in the Offer".

3. Manner of Acceptance

Letter of Acceptance and Transmittal

The Offer may be accepted by Shareholders by depositing the following documents with the Depositary at its office set out in the Letter of Acceptance and Transmittal before the Expiry Time:

(a) the certificate or certificates representing the Shares in respect of which the Offer is being accepted;

(b) a Letter of Acceptance and Transmittal in the accompanying form, or a manually signed facsimile copy thereof, with the signature or signatures guaranteed in accordance with the instructions set out in the Letter of Acceptance and Transmittal; and

(c) any other relevant documents required by the instructions set out in the Letter of Acceptance and Transmittal.

No signature guarantee is required on the Letter of Acceptance and Transmittal if:

(a) the Letter of Acceptance and Transmittal is signed by the registered owner or registered owners of the Deposited Shares; or

(b) the Shares are deposited for the account of an Eligible Institution.

In all other cases, all signatures on the Letter of Acceptance and Transmittal must be guaranteed by an Eligible Institution. If the Letter of Acceptance and Transmittal is signed by a person other than the registered owner or registered owners of the accompanying certificate or certificates, such deposited certificate or certificates must be endorsed or accompanied by an appropriate share transfer power of attorney duly and properly completed by the registered owner or registered owners, and the signature or signatures on such endorsement or share transfer power of attorney must correspond exactly to the name or names of the registered owner or registered owners as registered or as appearing on the certificate or certificates, and must be guaranteed by an Eligible Institution.

In addition, Shares may be deposited under the Offer in compliance with the procedures for guaranteed delivery set out below under the heading "Procedure for Guaranteed Delivery" or in compliance with the procedures for book-entry transfers set out below under the heading "Acceptance by Book-Entry Transfer".

Acceptance by Book-Entry Transfer

Shareholders may accept the Offer by following the procedures for a book-entry transfer established by CDS, provided that a Book-Entry Confirmation is received by the Depositary at its office set out in the Letter of Acceptance and Transmittal prior to the Expiry Time. The Depositary has established an account at CDS for the purpose of the Offer. Any financial institution that is a participant in CDS may cause CDS to make a book-entry transfer of Deposited Shares into the Depositary's account in accordance with the CDS procedures for such transfer.

Shareholders who accept the Offer through their respective CDS participants by way of a book-entry transfer of their holdings into the Depositary's account with CDS shall be deemed to have completed and submitted a Letter of Acceptance and Transmittal and to be bound by the terms thereof.

Shareholders may also accept the Offer by following the procedure for book-entry transfer established by DTC, provided that a Book-Entry Confirmation, together with an Agent's Message in respect thereof, or a properly completed and duly executed Letter of Acceptance and Transmittal (or a manually executed facsimile thereof), together with any required signature guarantees, and any other required documents, are received by the Depositary at its office set out in the Letter of Acceptance and Transmittal at or prior to the Expiry Time. The Depositary has entered into an ATOP (Automated Tender Offer Program) agreement with DTC for the purpose of the Offer. Any institution that is a participant in DTC's systems may cause DTC to

make a book-entry transfer of a Shareholder's Shares into the Depositary's account in accordance with DTC's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer into the Depositary's account at DTC, either a Letter of Acceptance and Transmittal (or a manually executed facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in lieu of a Letter of Acceptance and Transmittal, and any other required documents, must, in any case, be received by the Depositary, at its office specified in the Letter of Acceptance and Transmittal prior to the Expiry Time, or the tendering Shareholder must comply with the procedures for guaranteed delivery described under "Procedures for Guaranteed Delivery" for a valid tender of the Shares by book-entry transfer. Delivery of documents to DTC in accordance with its procedures does not constitute delivery to the Depositary.

Delivery of Shares to the Depositary by means of a book-entry transfer in accordance with the procedures for book-entry transfer established by CDS or DTC, as applicable, will constitute a valid tender under the Offer.

"**Agent's Message**" means a message transmitted through electronic means by DTC in accordance with the normal procedures of DTC and the Depositary to, and received by, the Depositary and forming part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgement from the participant in DTC depositing the Shares which are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of the Letter of Acceptance and Transmittal as if executed by such participant and that the Offeror may enforce such agreement against such participant.

"**Book Entry Confirmation**" means confirmation of a book-entry transfer of the Shareholder's Shares into the Depositary's account at CDS or DTC, as applicable.

Procedure for Guaranteed Delivery

If a Shareholder wishes to deposit Shares pursuant to the Offer and (a) the certificate or certificates representing such Shares are not immediately available to deposit, (b) the certificate or certificates and all required documents cannot be delivered to the Depositary prior to the Expiry Time, or (c) the procedures for book-entry transfer cannot be complied with prior to the Expiry Time, those Shares may nevertheless be deposited validly under the Offer by utilizing the procedures contemplated by the Notice of Guaranteed Delivery, provided that all of the following conditions are met:

(x) such deposit is made only by or through an Eligible Institution;

(y) a properly completed and duly executed Notice of Guaranteed Delivery, or a manually signed facsimile copy thereof, including a guarantee of delivery by an Eligible Institution in the form set out in the Notice of Guaranteed Delivery, is received by the Depositary at its office set out in the Notice of Guaranteed Delivery prior to the Expiry Time; and

(z) the certificate or certificates representing the Deposited Shares in proper form for transfer, together with a properly completed and duly signed Letter of Acceptance and Transmittal, or a manually signed facsimile copy thereof or, in the case of Shares deposited by book-entry transfer, a Book-Entry Confirmation and, in the case of DTC accounts, a Letter of Acceptance and Transmittal (or a manually executed facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in lieu of a Letter of Acceptance and Transmittal, and all other documents required by such Letter of Acceptance and Transmittal, are received by the Depositary at its office set out in the Notice of Guaranteed Delivery by 8:00 p.m. (Toronto time) on the third trading day on the TSXV after the Expiry Time.

The Notice of Guaranteed Delivery may be delivered by hand or courier, transmitted by electronic facsimile or mailed to the Depositary so as to be received by the Depositary at its office set out in the Notice of Guaranteed Delivery prior to the Expiry Time and must include a guarantee by an Eligible Institution in the manner set forth in the Notice of Guaranteed Delivery. **Delivery to any office other than the office of the Depositary set out in the Notice of Guaranteed Delivery does not constitute delivery for purposes of satisfying the guaranteed delivery.**

Method of Delivery

In all cases, payment for Deposited Shares taken up by the Offeror will be made only after timely or deemed receipt by the Depositary of certificates representing such Shares and a Letter of Acceptance and Transmittal, or a manually signed facsimile copy thereof, properly completed and duly executed, covering such Shares with the signatures guaranteed, if required, in accordance with the instructions set out in the Letter of Acceptance and Transmittal or, in the case of Shares deposited by book-entry transfer, a Book-Entry Confirmation and, in the case of DTC accounts, a Letter of Acceptance and Transmittal (or a manually executed facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in lieu of a Letter of Acceptance and Transmittal, together with any other required documents.

The method of delivery of certificates representing Shares, the Letter of Acceptance and Transmittal and all other required documents, including delivery through CDS or DTC, is at the option and risk of the person depositing same. If certificates for Shares are to be sent by mail, it is recommended that such Shares be sent by registered mail with insurance thereon and with return receipt requested, and it is suggested that the mailing be made sufficiently in advance of the Expiry Time to permit delivery to the Depositary on or prior to such time. Delivery will only be effective upon actual receipt of the certificates and accompanying documentation for such Shares by the Depositary.

A Shareholder who wishes to deposit Shares under the Offer and whose certificate is registered in the name of a broker, dealer, commercial bank, trust company or other nominee should immediately contact such nominee in order to take the necessary steps to be able to deposit such Shares in accordance with the terms of the Offer.

Determination of Validity

All questions as to the form of documents and the validity, eligibility (including time of receipt) and acceptance of any deposit of Shares under the Offer will be determined by the Offeror, in its sole discretion, which determination will be final and binding on all parties. The Offeror reserves the absolute right to reject any and all deposits of Shares determined by it not to be in proper form or which may be unlawful to accept under the Laws of any applicable jurisdiction. The Offeror reserves the absolute right to waive (a) any conditions of the Offer, or (b) any defect or irregularity in any deposit of Shares. No deposit of Shares will be deemed to be properly made until all defects and irregularities have been cured or waived. None of the Offeror, the Depositary or any other person will be under any duty to give notification of any defect or irregularity in any deposit or incur any liability for failure to give any such notice. The Offeror's interpretation of the terms and conditions of the Offer (including the Letter of Acceptance and Transmittal and the Notice of Guaranteed Delivery) will be final and binding on all parties.

The Offeror reserves the right to permit the Offer to be accepted in a manner other than as set forth herein.

Dividends and Distributions

Except as provided below, subject to the terms and conditions of the Offer, including in particular Section 9 of this Offer to Purchase, "Changes in Capitalization; Encumbrances; Distributions", and subject, in particular, to Shares being validly withdrawn by or on behalf of a Depositing Shareholder, by accepting the Offer pursuant to the procedures set forth above, a Shareholder deposits, sells, assigns and transfers to the Offeror all right, title and interest in and to the Shares covered by the Letter of Acceptance and Transmittal delivered to the Depositary (the "**Deposited Shares**") and in and to all rights and benefits arising from such Deposited Shares including, without limitation, any and all dividends, distributions, payments, securities, property or other interests which may be declared, paid, accrued, issued, distributed, made or transferred on or in respect of the Deposited Shares or any of them on and after the date of the Offer, including any dividends, distributions or payments on such dividends, distributions, payments, securities, property or other interests (collectively, "**Distributions**").

Power of Attorney

An executed Letter of Acceptance and Transmittal (or, in the case of Shares deposited by book-entry transfer, receipt by the Depositary of a Book-Entry Confirmation and, in the case of DTC accounts, a Letter of Acceptance and Transmittal (or a manually executed facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in lieu of a Letter of Acceptance and Transmittal) irrevocably constitutes and appoints,

effective on and after the date that the Offeror takes up and pays for the Deposited Shares covered by the Letter of Acceptance and Transmittal or book-entry transfer (which Shares, upon being taken up and paid for are, together with any Distributions thereon, hereinafter referred to as the "**Purchased Securities**"), certain officers of the Offeror and any other person designated by the Offeror in writing (each an "**Appointee**") as the true and lawful agents, attorneys and attorneys-in-fact and proxies, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), of the Depositing Shareholder with respect to the Purchased Securities. The execution of a Letter of Acceptance and Transmittal or the making of a book-entry transfer authorizes an Appointee, in the name and on behalf of such Shareholder: (a) to register or record the transfer and/or cancellation of such Purchased Securities (to the extent consisting of securities) on the appropriate register maintained by or on behalf of UBS; (b) for so long as any Purchased Securities are registered or recorded in the name of such Shareholder, to exercise any and all rights of such Shareholder including, without limitation, the right to vote, to execute and deliver any and all instruments of proxy, authorizations or consents in form and on terms satisfactory to the Offeror in respect of any or all Purchased Securities, to revoke any such instrument, authorization or consent, and to designate in such instrument, authorization or consent any person or persons as the proxy of such Shareholder in respect of the Purchased Securities for all purposes including, without limitation, in connection with any meeting or meetings (whether annual, special or otherwise or any adjournment thereof) of holders of relevant securities of UBS; (c) to execute, endorse and negotiate, for and in the name of and on behalf of such Shareholder, any and all cheques or other instruments representing any Distribution payable to or to the order of, or endorsed in favour of, such Shareholder; and (d) to exercise any other rights of a holder of Purchased Securities.

A Shareholder accepting the Offer under the terms of the Letter of Acceptance and Transmittal or who deposits Shares by making a book-entry transfer revokes any and all other authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, previously conferred or agreed to be conferred by the Shareholder at any time with respect to the Deposited Shares or any Distributions. Except as contemplated herein, the Depositing Shareholder agrees that no subsequent authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise will be granted with respect to the Deposited Shares or any Distributions by or on behalf of the Depositing Shareholder unless the Deposited Shares are not taken up and paid for under the Offer in accordance with the terms herein or the Offer is withdrawn by the Offeror. A Shareholder accepting the Offer also agrees not to vote any of the Purchased Securities at any meeting (whether annual, special or otherwise or any adjournment thereof) of holders of relevant securities of UBS and not to exercise any of the other rights or privileges attached to the Purchased Securities, and agrees to execute and deliver to the Offeror any and all instruments of proxy, authorizations or consents in respect of any or all of the Purchased Securities, and agrees to appoint in any such instruments of proxy, authorizations or consents, the person or persons specified by the Offeror as the proxy of the holder of the Purchased Securities.

Further Assurances

A Shareholder accepting the Offer (including by book-entry transfer) covenants under the terms of the Letter of Acceptance and Transmittal to execute, upon request of the Offeror, any additional documents, transfers and other assurances as may be necessary or desirable to complete the sale, assignment and transfer of the Purchased Securities to the Offeror. Each authority therein conferred or agreed to be conferred may be exercised during any subsequent legal incapacity of such Shareholder and shall, to the extent permitted by Law, survive the death or incapacity, bankruptcy or insolvency of such Shareholder and all obligations of the Shareholder therein shall be binding upon the heirs, executors, administrators, attorneys, personal representatives, successors and assigns of such Shareholder.

Formation of Agreement

The acceptance of the Offer pursuant to the procedures set forth above constitutes a binding agreement between a Depositing Shareholder and the Offeror, effective immediately following the Offeror taking up Shares deposited by such Depositing Shareholder, in accordance with the terms and conditions of the Offer. Such binding agreement includes a representation and warranty by the Depositing Shareholder that: (a) the person signing the Letter of Acceptance and Transmittal (or on whose behalf a book-entry transfer is made) owns the Deposited Shares and has full power and authority to deposit, sell, assign and transfer the Deposited Shares and any Distributions being deposited to the Offer; (b) such person depositing the Deposited Shares and any Distributions, or on whose behalf such Deposited Shares and Distributions are being deposited, has good legal title to and is the beneficial owner of the Deposited Shares and Distributions within the meaning of applicable Securities Laws; (c) the Deposited Shares and Distributions have not been sold, assigned or transferred, nor has any agreement been entered into to sell, assign or transfer any of the Deposited Shares or the Distributions, to any other person; (d) the deposit of the Deposited Shares and the Distributions complies with applicable Laws; and (e) when the Deposited Shares and

Distributions are taken up and paid for by the Offeror, the Offeror will acquire good title thereto, free and clear of all Encumbrances.

4. Conditions of the Offer

Notwithstanding any other provision of the Offer, the Offeror will have the right to withdraw or terminate the Offer, and will not be required to take up or pay for, and/or may extend the period of time during which the Offer is open, and/or may postpone taking up and paying for, any Shares deposited under the Offer unless all of the following conditions are satisfied or waived by the Offeror at or prior to the Expiry Time:

(a) in the event that UBS has approved a shareholder rights plan, the Offeror shall have determined in its sole discretion that, on terms satisfactory to the Offeror: (i) the UBS Board has redeemed all outstanding rights issued under the shareholder rights plan or waived the application of the shareholder rights plan to the purchase of Shares by the Offeror under the Offer; (ii) the shareholder rights plan does not provide rights to Shareholders to purchase any securities of UBS as a result of the Offer and does not and will not adversely affect the Offer or the Offeror; (iii) a cease trade order or an injunction has been issued that has the effect of prohibiting or preventing the exercise of rights or the issue of Shares upon the exercise of rights in relation to the purchase of Shares by the Offeror under the Offer; (iv) a court or regulatory body of competent jurisdiction has made a final and non-appealable order that the rights are illegal, invalid, of no force or effect or may not be exercised in relation to the Offer; or (v) the rights and the shareholder rights plan has otherwise become or been held to be unexercisable or unenforceable in relation to the Shares with respect to the Offer;

(b) all Regulatory Approvals shall have been obtained or concluded or, in the case of waiting or suspensory periods, waived or expired or terminated, each on terms and conditions satisfactory to the Offeror, in its sole discretion;

(c) the Offeror shall have determined in its sole discretion that no Material Adverse Effect in respect of UBS or Look shall have occurred since the date of the Offer or occurred prior to the date of the Offer that was not Disclosed as at the date of the Offer;

(d) the Offeror shall have determined in its sole discretion that the consummation of the Offer will not, or could not reasonably be expected to, have a Material Adverse Effect on UBS, Look or the Offeror;

(e) the Offeror shall have determined in its sole discretion that: (a) no act, action, suit or proceeding shall have been taken or commenced or, to the knowledge of the Offeror, threatened or taken by or before any Governmental Entity, or by any elected or appointed public official in Canada or elsewhere, whether or not having the force of Law; and (b) no Law, policy, decision or directive (whether or not having the force of Law) shall exist or have been proposed, enacted, promulgated, amended, enforced or applied, in the case of either (a) or (b) above:

(i) to cease trade, enjoin, make illegal, delay or otherwise directly or indirectly prohibit or impose material limitations or conditions on, or make materially more costly, the making of the Offer, the purchase by or the sale to the Offeror of Shares under the Offer, or the rights of the Offeror to own or exercise full rights of ownership of Shares or which could reasonably be expected to have such an effect;

(ii) seeking to prohibit or limit the ownership by the Offeror, its affiliates or other related parties of the Offeror Shares or securities of UBS or any portion of the business, properties or assets of UBS or any of its subsidiaries or affiliates, or to compel the Offeror, its affiliates or other related parties of the Offeror to dispose of or hold separate any portion of the business or assets of UBS; or

(iii) which otherwise is reasonably likely to have a Material Adverse Effect on UBS or Look, any of their respective subsidiaries, or the Offeror or to materially and adversely affect the ability of the Offeror to effect the Offer, take up and pay for Shares under the Offer or which, in the sole discretion

of the Offeror, may make it inadvisable for the Offeror to proceed with the Offer or take up and pay for Shares under the Offer;

(f) there shall not have occurred, developed or come into effect or existence after the date hereof: (i) any event, action, state, condition or financial occurrence of national or international consequence; (ii) any natural disaster or any acts of terrorism, sabotage, military action, police action or war (whether or not declared) or any escalation or worsening thereof; (iii) any other calamity or crisis; (iv) any Law, action, inquiry; (v) any general suspension of trading in, or limitation on prices for, securities on any national securities exchange or in the over-the-counter market; (vi) any declaration of a banking moratorium or other suspension of payments in respect of banks; (vii) any limitation by any Governmental Entity on, or other event which might affect, the extension of credit by lending institutions or result in any imposition of currency controls; (viii) in the case of any of the foregoing existing as at the date hereof, a material acceleration or worsening thereof; or (iv) other occurrence of any nature whatsoever, which, in the sole discretion of the Offeror, materially adversely affects, or could reasonably be expected to materially adversely affect, the financial or banking markets in Canada or internationally, or the financial condition, business, operations, assets, affairs or prospects of the Offeror, UBS or Look or any of their respective subsidiaries, in each case unless the same is acceptable to the Offeror;

(g) the Offeror shall not have determined in its sole discretion that either UBS or Look or any of their respective subsidiaries is not in compliance in any material respect with any material Contract to which UBS or Look or any of their respective subsidiaries is a party or bound by at such time, in each case unless the same is acceptable to the Offeror or otherwise already known by the Offeror;

(h) the Offeror shall have determined in its sole discretion that none of the following exists or has occurred (which was not Disclosed and which has not been cured or waived to the Offeror's satisfaction) or been threatened: (i) any material asset, Contract, right, franchise, concession, licence or permit of UBS or Look or any of their respective subsidiaries has been impaired or otherwise adversely affected; or (ii) any covenant, term or condition of any Contract exists, in either case, which might make it inadvisable for the Offeror to proceed with the Offer, to take up and pay for Shares under the Offer (including any default, impairment or other adverse effect that may ensue as a result of the Offeror completing the Offer or taking up and paying for Shares under the Offer), in each case unless the same is acceptable to the Offeror or otherwise already known by the Offeror;

(i) the Offeror shall have determined in its sole discretion that neither UBS, Look, nor any of their respective subsidiaries, nor any of their respective directors or officers has taken or proposed to take any action (including, without limitation, the implementation of any defensive tactic), failed to take any action or publicly disclosed that it intends to take any action, and the Offeror shall not have otherwise learned of any previous action taken by UBS or Look or any of their respective subsidiaries which has not been Disclosed, which, in the sole judgment of the Offeror, might make it inadvisable for the Offeror to proceed with the Offer and/or take up and pay for Shares under the Offer or that would be materially adverse to the business of any of UBS, Look or any of their respective subsidiaries or to the value of the Shares to the Offeror, in each case unless acceptable to the Offeror or otherwise already known by the Offeror;

(j) the Offeror shall not have determined in its sole discretion that any of UBS, Look or any of their respective subsidiaries shall have entered into or effected any agreement, transaction or reorganization, either alone or with any person, which has not been Disclosed having the effect of impairing the Offeror's ability to acquire Shares pursuant to the Offer or materially diminishing in any manner the expected economic value to the Offeror of the acquisition of Shares pursuant to the Offer, including, without limitation, (i) the entering into, modifying or terminating of any agreement or arrangement with any directors, senior officers or employees except for such agreements and arrangements entered into, modified or terminated in the ordinary course of business consistent with past practice; (ii) the instituting, cancelling or modifying of any pension plan or other employee benefit arrangement; (iii) the altering in any material respect the terms of any of its material Contracts; (iv) acquiring, redeeming or otherwise causing a reduction in the number of, or authorizing or proposing the acquisition, redemption or other reduction in the number of, outstanding Shares or other securities of UBS or the securities of Look; (v) waiving, releasing, granting, transferring any right of material value under or amending any existing material Contract; (vi) the incurring of any debt outside of the ordinary course of business consistent with past practice; (vii) any issuance of securities or options to purchase

securities of UBS, Look or any of their respective subsidiaries (other than in connection with the exercise, exchange or conversion of options, convertible securities or other rights to acquire Shares in accordance with their respective terms and as Disclosed; (viii) any Distributions, other than in the usual and ordinary course of business consistent with past practice; (ix) any agreement or understanding relating to the sale or disposition of, or other dealing with, the businesses or assets of UBS, Look or any of their respective subsidiaries or any part thereof or interest therein or relating to the rights of UBS, Look or any of their respective subsidiaries to manage, operate or control the conduct of their businesses or any part thereof, in each case out of the ordinary course of business consistent with past practice; (x) any take-over bid (other than the Offer), merger, amalgamation, statutory arrangement, recapitalization, business combination, share exchange, joint venture or similar transaction of UBS or Look; (xi) any capital expenditure by UBS, Look or any of their respective subsidiaries not in the ordinary course of business and consistent with past practice; (xii) any transaction of UBS or Look not in the usual and ordinary course of business consistent with past practice; (xiii) any amendment to, or waiver of, the articles, by-laws or other constating documents of UBS, Look or any of their respective subsidiaries; or (xiv) any proposal, plan or intention to do any of the foregoing, either publicly announced or communicated by or to UBS or Look, in each case unless the same is acceptable to the Offeror acting in its sole discretion or otherwise already known by the Offeror;

(k) the Offeror shall not have become aware of any adverse claim, impairment, right, interest, limitation or other restriction of any kind whatsoever not Disclosed by UBS or Look in respect of any of the properties or assets of UBS, Look or any of their respective subsidiaries; and

(l) the Offeror shall not have become aware of any material misstatement, untrue statement of a material fact, or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made, as at the date it was made, in any document included in the UBS Public Disclosure Record or the Look Public Disclosure Record (subject to subsequent correction in one or more documents filed in the UBS Public Disclosure Record or Look Public Disclosure Record), in each case unless the same is acceptable to the Offeror in its sole discretion.

The foregoing conditions are for the sole benefit of the Offeror and may be asserted by the Offeror regardless of the circumstances giving rise to any such assertion (including any action or inaction by the Offeror or any of its affiliates) or may be waived by the Offeror in whole or in part, at any time and from time to time, without prejudice to any other rights which the Offeror may have. Each of the foregoing conditions is independent of and in addition to each other of such conditions and may be asserted irrespective of whether any other of such conditions may be asserted in connection with any particular event, occurrence or state of facts or otherwise. The failure by the Offeror at any time prior to the Expiry Time to exercise any of the foregoing rights will not be deemed a waiver of any such rights and each such right will be deemed an ongoing right which may be asserted by the Offeror at any time and from time to time. Any determination by the Offeror concerning the events described in the conditions will be final and binding on the Offeror and the Shareholders.

Any waiver of a condition or the withdrawal or termination of the Offer will be effective upon written notice (or other communication confirmed in writing) to that effect being given by the Offeror to the Depositary at its office set out on the last page of this Offer to Purchase and Circular. After giving any such notice or communication, the Offeror will make a public announcement of such waiver or withdrawal or termination and, to the extent required by applicable Laws, cause the Depositary as soon as possible afterwards to notify the Shareholders in the manner set forth in Section 11 of this Offer to Purchase, "Notice and Delivery". If the Offer is withdrawn or terminated, the Offeror will not be obligated to take up, accept for payment or pay for any Shares deposited under the Offer, and the Depositary will promptly return all certificates representing Deposited Shares, Letters of Acceptance and Transmittal, Notices of Guaranteed Delivery and related documents in its possession to the parties by whom they were deposited at the Offeror's expense. See Section 8 of this Offer to Purchase, "Return of Deposited Shares".

5. Extension, Variation or Change in the Offer

The Offer will be open for acceptance until the Expiry Time, unless extended or withdrawn by the Offeror.

The Offeror reserves the right, in its sole discretion, at any time and from time to time prior to or at the Expiry Time (or otherwise as permitted by applicable Laws), to extend the Offer by fixing a new Expiry Time or to otherwise vary the terms of the Offer, in each case by giving written notice or other communication confirmed in writing of such extension or variation

to the Depositary at its office set out on the last page of this Offer to Purchase and Circular. The Offeror, after giving any such notice or communication, shall promptly issue and file a press release regarding such extension or variation and, if required by applicable Laws, shall, in the manner set forth in Section 11 of this Offer to Purchase, "Notice and Delivery", cause the Depositary to provide a notice of extension or variation, in the form required by applicable Laws, to all Shareholders whose Shares have not been taken up before the date of the extension or variation and all holders of UBS Options and file a copy of such notice with the Securities Regulatory Authorities. Any notice of extension or variation will be deemed to have been given and to be effective on the day on which it is delivered or otherwise communicated in writing to the Depositary at its office set out on the last page of this Offer to Purchase and Circular.

Notwithstanding the foregoing, but subject to applicable Laws, the Offer Period may not be extended by the Offeror if all of the terms and conditions of the Offer (other than those waived by the Offeror) have been fulfilled or complied with, unless the Offeror first takes up all of the Shares then deposited under the Offer and not validly withdrawn. An extension without taking up is required in certain cases where withdrawal rights apply. See Section 7 of this Offer to Purchase, "Right to Withdraw Deposited Shares".

Where the terms of the Offer are varied (other than if the variation consists solely of a waiver by the Offeror of a condition of the Offer and any extension of the Offer resulting from such waiver), the Offer Period will not expire until 10 days after the date of the notice of variation, unless otherwise permitted by Law and subject to abridgement or elimination of that period pursuant to such orders as may be granted by Canadian courts and/or Securities Regulatory Authorities.

If at any time prior to the Expiry Time, or at any time after the Expiry Time but before the expiry of all rights to withdraw the Shares deposited under the Offer, a change occurs in the information contained in the Offer to Purchase or the Circular, each as may be varied or amended from time to time, that would reasonably be expected to affect the decision of a Shareholder to accept or reject the Offer (other than a change that is not within the control of the Offeror or an affiliate of the Offeror), the Offeror will promptly give written notice of such change to the Depositary at its office set out on the last page of this Offer to Purchase and Circular and will promptly issue and file a news release regarding the change in information. The Offeror will also, in the manner set forth in Section 11 of the Offer to Purchase, "Notice and Delivery", cause the Depositary to provide a notice of change, in the form required by applicable Laws, to all Shareholders whose Shares have not been taken up pursuant to the Offer before the date of the change and all holders of UBS Options and file a copy of such notice of change with the Securities Regulatory Authorities. Any notice of change in information will be deemed to have been given and to be effective on the day on which it is delivered or otherwise communicated to the Depositary at its office set out on the last page of this Offer to Purchase and Circular.

If the consideration being offered for the Shares under the Offer is increased, the increased consideration will be paid to all Depositing Shareholders whose Shares are taken up under the Offer, whether or not such Shares were accepted for payment before the increase.

During any extension, or in the event of any variation or change in information, all Shares previously deposited and not taken up or withdrawn will remain subject to the Offer and may be accepted for purchase by the Offeror in accordance with the terms of this Offer to Purchase, subject to the provisions set out in Section 7 of this Offer to Purchase, "Right to Withdraw Deposited Shares". An extension or variation of the Expiry Time, a variation of the Offer or a change in information contained in the Offer to Purchase or the Circular does not, unless otherwise expressly stated, constitute a waiver by the Offeror of any of its rights set out in Section 4 of this Offer to Purchase, "Conditions of the Offer".

6. Take-Up of and Payment for Deposited Shares

Upon the terms and subject to the conditions of the Offer, the Offeror will be obligated to take up and pay for Shares duly and validly deposited pursuant to the Offer and not validly withdrawn (*pro rata,* up to a maximum of 10,000,000 Shares) in accordance with the terms of the Offer within 10 days after the Expiry Time. Any Shares taken up will be required to be paid for as soon as possible and, in any event, not later than three business days after they are taken up. Any Shares deposited pursuant to the Offer after the first date on which Shares have been taken up and paid for by the Offeror must be taken up and paid for within 10 days of such deposit, provided the maximum number of Shares (10,000,000 Shares) has not already been taken up under the Offer.

If more than the maximum number of Shares for which the Offer is made are deposited under the Offer and not withdrawn, the Shares to be purchased from each depositing Shareholder will be determined on a *pro rata* basis according to the number of

Shares deposited by each Shareholder, disregarding fractions, by rounding down to the nearest whole number of Shares. The Offeror will not take up and pay for any Shares deposited under the Offer unless it simultaneously takes up and pays for all Shares then validly deposited under the Offer, up to its stated maximum of 10,000,000 of the Shares not already beneficially owned by Mr. Dolgonos (on a *pro rata* basis, according to the number of securities deposited by each Shareholder).

Subject to applicable Laws, the Offeror reserves the right, in its sole discretion, to postpone taking up or paying for any Shares or to withdraw or terminate the Offer and not take up or pay for any Shares if any condition specified in Section 4 of this Offer to Purchase, "Conditions of the Offer", is not satisfied or waived by the Offeror. The Offeror also reserves the right, in its sole discretion and notwithstanding any other condition of the Offer, to postpone taking up and paying for Shares in order to comply, in whole or in part, with any Law. The Offeror will not, however, take up and pay for any Shares deposited under the Offer unless it simultaneously takes up and pays for all Shares then validly deposited pursuant to the Offer and not validly withdrawn, up to its stated maximum of 10,000,000 Shares not already beneficially owned by Mr. Dolgonos (on a *pro rata* basis, according to the number of Shares deposited by each Shareholder).

For the purposes of the Offer, the Offeror will be deemed to have accepted for payment Shares duly and validly deposited pursuant to the Offer and not validly withdrawn if, as and when the Offeror gives written notice to the Depositary, at its office set out in the Letter of Acceptance and Transmittal, to such effect and as required by applicable Laws.

The Offeror will pay for Deposited Shares (*pro rata,* up to a maximum of 10,000,000 Shares) by providing the Depositary, which will act as agent of the Depositing Shareholders, with sufficient funds (by bank transfer or other means satisfactory to the Depositary) for transmittal to Depositing Shareholders. Settlement with each Depositing Shareholder under the Offer will be made by the Depositary forwarding a cheque payable to such Depositing Shareholder. Receipt of payment by the Depositary will be deemed to constitute receipt of payments by Depositing Shareholders. **Under no circumstances will interest or other amounts accrue or be paid by the Offeror or the Depositary to Depositing Shareholders on the purchase price of the Shares purchased by the Offeror, regardless of any delay in making such payment.**

Settlement with a Depositing Shareholder under the Offer will be effected by the Depositary issuing or causing to be issued a cheque payable to such Depositing Shareholder representing the cash payment for such Shares to which such Depositing Shareholder is entitled. Subject to the foregoing and unless otherwise directed by the Letter of Acceptance and Transmittal, the cheque will be issued in the name of the registered holder of the Shares so deposited. Unless the Depositing Shareholder instructs the Depositary to hold the cheque for pick-up by checking the appropriate box in the Letter of Acceptance and Transmittal, the cheque will be forwarded by first class mail, postage prepaid, to such person at the address specified in the Letter of Acceptance and Transmittal. If no such address if specified, the cheque will be sent to the address of the holder as shown on the register of Shareholders maintained by or on behalf of UBS. Cheques mailed in accordance with this paragraph will be deemed to be delivered at the time of mailing. Pursuant to applicable Laws, the Offeror may, in certain circumstances, be required to make withholdings from the amount otherwise payable to a Shareholder.

Depositing Shareholders will not be obligated to pay brokerage fees or commissions if they accept the Offer by depositing their Shares directly with the Depositary. However, a broker or other nominee through whom a Shareholder owns Shares may charge a fee to tender Shares on behalf of the Shareholder. Shareholders should consult their brokers or nominees to determine whether any charges will apply. If any Deposited Shares are not accepted for payment pursuant to the terms and conditions of the Offer for any reason, unpurchased Shares will be returned to the Depositing Shareholders as soon as possible following the termination of the Offer. See Section 8 of this Offer to Purchase, "Return of Deposited Shares".

Cash payable under the Offer will be denominated in Canadian dollars.

7. Right to Withdraw Deposited Shares

Except as otherwise provided in this Section 7, all deposits of Shares pursuant to the Offer are irrevocable. Unless otherwise required or permitted by applicable Laws, any Shares deposited in acceptance of the Offer may be withdrawn by or on behalf of the Depositing Shareholder:

(a) at any time when the Shares have not been accepted for payment by the Offeror;

(b) if the Shares have not been paid for by the Offeror within three business days after having been accepted for payment; or

(c) at any time before the expiration of 10 days from the date upon which either:

(i) a notice of change relating to a change which has occurred in the information contained in this Offer to Purchase or the Circular, as amended from time to time, or in any notice of extension or variation, that would reasonably be expected to affect the decision of a Shareholder to accept or reject the Offer (other than a change that is not within the control of the Offeror or an affiliate of the Offeror), in the event that such change occurs either before the Expiry Time or after the Expiry Time but before the expiry of all rights of withdrawal in respect of the Offer; or

(ii) a notice of variation concerning a variation in the terms of the Offer (other than a variation consisting solely of an increase in the consideration offered for the Shares and an extension of the Expiry Time for not more than 10 days or a variation consisting solely of a waiver of one or more conditions to the Offer);

is mailed, delivered or otherwise properly communicated (subject to abridgement of that period pursuant to such order or orders as may be granted by applicable courts or Securities Regulatory Authorities) and only if such Deposited Shares have not been accepted for payment by the Offeror at the date of such notice.

If the Offeror waives any terms or conditions of the Offer and extends the Offer in circumstances where the rights of withdrawal set forth in Section 7(b) above are applicable, the Offer shall be extended without the Offeror first taking up the Shares that are subject to the rights of withdrawal.

For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be received in a timely manner by the Depositary at the place of deposit of the relevant Shares. Any such notice of withdrawal must (a) be made by a method (including a manually signed facsimile transmission) that provides the Depositary with a written or printed copy; (b) be signed by or on behalf of the person who signed the Letter of Acceptance and Transmittal (or Notice of Guaranteed Delivery) that accompanied the Shares to be withdrawn; and (c) specify the name of the Depositing Shareholder, the number of Shares to be withdrawn, the name of the registered holder (if different than that of the Depositing Shareholder) and the certificate number shown on the share certificates representing each Share to be withdrawn. No signature guarantee is required on a notice of withdrawal if the notice of withdrawal is signed by the registered holder of the Shares exactly as the name of the registered holder appears on the certificate or certificates representing Shares deposited with the Letter of Acceptance and Transmittal or if the Shares were deposited for the account of an Eligible Institution. In all other cases, the signature on a notice of withdrawal must be guaranteed by an Eligible Institution in the same manner as is set out in the Letter of Acceptance and Transmittal. **A withdrawal of Shares deposited pursuant to the Offer can only be accomplished in accordance with the foregoing procedure. The withdrawal will take effect only upon actual receipt by the Depositary of the properly completed and executed written or facsimile notice of withdrawal at the place of deposit of the applicable Shares within the time limits indicated above.**

Alternatively, if Shares have been deposited pursuant to the procedures for a book-entry transfer, as set forth in Section 3 of this Offer to Purchase, "Manner of Acceptance — Acceptance by Book-Entry Transfer", any notice of withdrawal must specify the name and number of the account at CDS or DTC, as applicable, to be credited with the withdrawn Shares and otherwise comply with the procedures of CDS or DTC, as applicable.

All questions as to the validity (including timely receipt) and form of notices of withdrawal will be determined by the Offeror, in its sole discretion, and such determination will be final and binding. There will be no obligation on the Offeror, the Depositary or any other person to give notice of any defects or irregularities in any withdrawal and no liability will be incurred by any of them for failure to give any such notice.

If the Offeror is delayed in taking up or paying for Shares or is unable to accept for payment and pay for Shares, then, without prejudice to the Offeror's other rights, Shares deposited under the Offer may not be withdrawn except to the extent that Depositing Shareholders are entitled to withdrawal rights as set forth in this Section 7 or pursuant to applicable Laws.

Any Shares withdrawn will be deemed to be not validly deposited for the purposes of the Offer, but may be redeposited subsequently at or prior to the Expiry Time by following the procedures described in Section 3 of this Offer to Purchase, "Manner of Acceptance".

In addition to these rights of withdrawal, certain provinces of Canada provide security holders with statutory rights of rescission in certain circumstances. See Section 19 of the Circular, "Offerees' Statutory Rights". Depositing Shareholders should contact their broker or other nominee for assistance.

8. Return of Deposited Shares

If any Deposited Shares are not taken up and paid for pursuant to the terms and conditions of the Offer for any reason or if certificates are submitted for more Shares than are deposited, certificates for unpurchased Shares will be returned to the Depositing Shareholders as soon as is practicable following the completion, termination or withdrawal of the Offer by either (a) sending new certificates representing Shares not purchased or by returning the deposited certificates (and other relevant documents), or (b) in the case of Shares deposited by book-entry transfer pursuant to the procedures set forth in Section 3 of this Offer to Purchase, "Manner of Acceptance — Acceptance by Book-Entry Transfer", such Shares will be credited to the Depositing Shareholder's account maintained with CDS or DTC, as applicable. Certificates (and other relevant documents) will be forwarded by first class mail in the name of and to the address specified by the Shareholder in the Letter of Acceptance and Transmittal or, if such name or address is not so specified, in such name and to such address as shown on the share register maintained by UBS or its transfer agent, as soon as practicable after the termination of the Offer.

9. Changes in Capitalization; Encumbrances; Distributions

If, on or after the date of the Offer, UBS should divide, combine, reclassify, consolidate, convert, split or otherwise change any of the Shares or its capitalization, or disclose that it has taken or intends to take any such action, the Offeror, in its sole discretion and without prejudice to its rights under Section 4 of this Offer to Purchase, "Conditions of the Offer", may make such adjustments as it considers appropriate to the Offer Price and the other terms of the Offer (including, without limitation, the type of securities offered to be purchased and the amounts payable therefor) to reflect that division, combination, reclassification, consolidation, conversion, split or other change.

Purchased Securities acquired under the Offer will be transferred by the Depositing Shareholders and acquired by the Offeror free and clear of any Encumbrances and together with all rights and benefits arising therefrom, including, without limitation, the right to any and all dividends, distributions, payments, securities, property or other interests which may be accrued, declared, paid, issued, distributed, made or transferred on or in respect of the Deposited Shares or any of them on or after the date of the Offer.

If, on or after the date of the Offer, UBS should declare or pay any Distribution or Distributions that is or are payable or distributable to the Shareholders of record on a record date which is prior to the date of transfer of Deposited Shares into the name of the Offeror, or its nominees or transferees, on the Share register maintained by or on behalf of UBS following acceptance of Shares by the Offeror for purchase pursuant to the Offer, then, without prejudice to the Offeror's rights under Section 4 of this Offer to Purchase, "Conditions of the Offer": (a) in the case of any cash Distribution or Distributions in an amount that does not exceed the purchase price per Share payable by the Offeror pursuant to the Offer, the whole of such cash Distribution or Distributions shall be received and held by a Depositing Shareholder for the account of the Offeror until the Offeror pays for such Shares and, at the sole discretion of the Offeror, such Distribution or Distributions may be retained by such Depositing Shareholder and, correspondingly, the purchase price per Share payable by the Offeror pursuant to the Offer shall be reduced by the amount of any such Distribution or Distributions; (b) in the case of any non-cash Distribution or Distributions, the whole of any such non-cash Distribution or Distributions shall be received and held by a Depositing Shareholder for the account of the Offeror and shall be required to be promptly remitted and transferred by such Depositing Shareholder to the Depositary for the account of the Offeror, accompanied by appropriate documentation of transfer; and (c) in the case of any cash Distribution or Distributions in an amount that exceeds the purchase price per Share payable by the Offeror pursuant to the Offer, the whole of such cash Distribution or Distributions shall be received and held by a Depositing Shareholder for the account of the Offeror and shall be required to be promptly remitted and transferred by such Depositing Shareholder to the Depositary for the account of the Offeror, accompanied by appropriate documentation of transfer. Pending such remittance, the Offeror will be entitled to all rights and privileges as the owner of any such Distribution or Distributions and may withhold the entire consideration payable by the Offeror pursuant to the Offer or deduct from the consideration

payable by the Offeror pursuant to the Offer the amount or value of any such Distribution or Distributions, as determined by the Offeror in its sole discretion.

10. Mail Service Interruption

Notwithstanding the provisions of the Offer Documents, cheques and any other relevant documents will not be mailed if the Offeror determines that delivery thereof by mail may be delayed. A person entitled to cheques and any other relevant documents that are not mailed for the foregoing reason may take delivery thereof at the office of the Depositary set out on the last page of this Offer to Purchase and Circular, until such time as the Offeror has determined that delivery by mail will no longer be delayed. Notwithstanding Section 11 of this Offer to Purchase, "Notice and Delivery", cheques not mailed for the foregoing reason will be conclusively deemed to have been delivered on the first day upon which they are available for delivery to the Depositing Shareholders at the office of the Depositary. Notice of any determination regarding mail service delay or interruption made by the Offeror will be given in accordance with Section 11 of this Offer to Purchase, "Notice and Delivery".

11. Notice and Delivery

Without limiting any other lawful means of giving notice, any notice which the Offeror or the Depositary may give or cause to be given under the Offer will be deemed to have been properly given to Shareholders if it is mailed by prepaid, first class mail or sent by prepaid courier to the registered Shareholders at their respective addresses appearing in the registers maintained by or on behalf of UBS and will be deemed, unless otherwise specified by applicable Laws, to have been received on the first business day following the date of mailing. These provisions apply notwithstanding any accidental omission to give notice to any one or more Shareholders and notwithstanding any interruption or delay of mail service in Canada or elsewhere following mailing. In the event of any interruption or delay of mail service in Canada or elsewhere following mailing, the Offeror intends to make reasonable efforts to disseminate the notice by other means, such as publication. In the event that post offices are not open for the deposit of mail, or there is reason to believe that there is or could be a disruption in all or any part of the postal service, any notice which the Offeror or the Depositary may give or cause to be given under the Offer will be deemed to have been properly given and to have been received by Shareholders if (a) it is given to the TSXV for dissemination through its facilities, (b) a summary of the material facts is published once in the national edition of *The Globe and Mail* or the *National Post*, and in daily newspapers of general circulation in each of the French and English languages in Montréal, Québec, or (c) it is given to the CNW Group Ltd. or Marketwire, Inc. for dissemination through their respective news wire facilities.

The Offer Documents will be mailed to registered Shareholders or made available in such other manner as is permitted by applicable Securities Regulatory Authorities and the Offeror will use its reasonable efforts to furnish the Offer Documents to brokers, investment dealers, banks and similar persons whose names, or the names of whose nominees, appear on the register maintained by or on behalf of UBS in respect of the Shares or, if security position listings are available, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to the beneficial owners of the Shares.

Wherever the Offer calls for documents to be delivered to the Depositary, those documents will not be considered delivered unless and until they have been physically received at the address listed for the Depositary in the Letter of Acceptance and Transmittal or Notice of Guaranteed Delivery, as applicable.

12. Market Purchases

During the currency of the Offer, the Offeror intends to, directly or indirectly, purchase Shares or other securities of UBS as permitted by applicable law, including by making purchases through the facilities of the TSXV, at any time and from time to time before the Expiry Time. In no event will the Offeror make any such purchases of Shares through the facilities of the TSXV until the third business day following the date of the Offer. The aggregate number of Shares acquired by the Offeror through the facilities of the TSXV during the Offer Period will not exceed 5% of the number of Shares outstanding on the date of the Offer and the Offeror will issue and file a press release containing the information prescribed by Law immediately after the close of business of the TSXV on each day on which any such Shares have been purchased. For the purposes of this Section 12, "the Offeror" includes the Offeror and any person acting jointly or in concert with the Offeror.

Although the Offeror has no present intention to sell Shares taken up and paid for under the Offer, it reserves the right, subject to compliance with applicable Laws, to make or to enter into an arrangement, commitment or understanding at or prior to the Expiry Time to sell any of such Shares after the Expiry Time. It may also grant pledges of such Shares to its lenders or others.

13. Other Terms of the Offer

No stockbroker, investment dealer or other person (including the Depositary or Information Agent) has been authorized to give any information or make any representations in connection with the Offer and related transactions described in this Offer to Purchase and Circular other than those contained in this Offer to Purchase and Circular, and if any such information or representation is given or made it must not be relied upon as having been authorized by the Offeror. No broker, dealer or other person shall be deemed to be the agent of the Offeror or any of its affiliates or the Depositary or the Information Agent for the purposes of the Offer.

This Offer to Purchase and the accompanying Circular constitute the take-over bid circular required under Securities Laws with respect to the Offer. Shareholders are urged to refer to the accompanying Circular for additional information relating to the Offer.

The Offer and all contracts resulting from the acceptance of the Offer will be governed by, and construed in accordance with, the Laws of the Province of Ontario and the Laws of Canada applicable therein. Each party to a contract resulting from an acceptance of the Offer unconditionally and irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

This document does not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful. The Offer is not being made or directed to, nor will deposits of Shares be accepted from or on behalf of, Shareholders in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the Laws of such jurisdiction. However, the Offeror may, in its sole discretion, take such action as it may deem necessary to extend the Offer to Shareholders in any such jurisdiction.

The provisions of the Offer Documents, including the instructions contained in this document, as applicable, form part of the terms and conditions of the Offer. The Offeror, in its sole discretion, will be entitled to make a final and binding determination of all questions relating to the interpretation of this Offer to Purchase, the Circular, the Letter of Acceptance and Transmittal and the Notice of Guaranteed Delivery, the validity of any acceptance of the Offer and the validity of any withdrawals of Shares.

The Offeror reserves the right to transfer to one or more persons affiliated or associated with it the right to purchase all or any portion of the Shares deposited pursuant to the Offer, but any such transfer will not relieve the Offeror of its obligations under the Offer and in no way will prejudice the rights of the Depositing Shareholders to receive payment for Shares validly deposited and accepted for payment pursuant to the Offer. In addition, the Offeror reserves the right to sell, following completion of the Offer, to one or more persons affiliated or associated with it or to third persons, any portion of the Shares acquired under the Offer.

Dated: February 1, 2012

2064818 ONTARIO INC.

By: (Signed) "*Alex Dolgonos*"
President and Director

CIRCULAR

This Circular is furnished in connection with the accompanying Offer to Purchase dated February 1, 2012 by the Offeror to purchase up to a maximum of 10,000,000 Shares, other than Shares beneficially owned by the Offeror and its affiliates, and including any Shares that may become issued and outstanding after the date of the Offer but prior to Expiry Time upon the exercise, exchange or conversion of any UBS Options, convertible securities or other rights that are exercisable or exchangeable for or convertible into Shares. The terms and conditions of the Offer to Purchase, the Letter of Acceptance and Transmittal and the Notice of Guaranteed Delivery are incorporated into and form part of this Circular. Shareholders should refer to the Offer to Purchase for details of its terms and conditions, including details as to deposit, acceptance and payment arrangements and withdrawal rights.

Unless otherwise indicated, the information concerning UBS contained in the Offer Documents has been taken from or based entirely upon publicly available documents and records on file with the Securities Regulatory Authorities and other public sources at the time of the Offer and has not been independently verified by the Offeror. Although the Offeror has no knowledge that would indicate that any of the statements contained in this document and taken from or based on such public documents, records and sources are untrue or incomplete, the Offeror assumes no responsibility for the accuracy or completeness of such information, or for any failure by UBS to disclose publicly facts, events or acts that may have occurred or come into existence or that may affect the significance or accuracy of any such information and that are unknown to the Offeror.

1. The Offeror

The Offeror was incorporated under the OBCA on February 10, 2005.

The Offeror is owned by a trust of the family of Mr. Alex Dolgonos. At the date of the Offer, the Offeror owns 14,398,255 Shares and 6138241 owns 8,500,000 Shares. As such, Mr. Dolgonos has an indirect interest in 22,898,255 Shares, representing 22.28% of the approximately 102,748,000 outstanding Shares. In addition to the above holdings, Mr. Dolgonos has control over 4,000,000 options to purchase Shares, of which 3,666,667 of such options were exercisable as at the date hereof. If Mr. Dolgonos was to exercise all of these options, the number of Shares in which Mr. Dolgonos has an indirect interest would increase to 26,564,922, representing 24.96% of the then issued Shares.

2. UBS

UBS is a reporting issuer or equivalent in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and files its continuous disclosure documents and other documents with the Securities Regulatory Authorities of those provinces. Such documents are available under UBS's SEDAR profile at www.sedar.com. The principal market for the trading of Shares is the TSXV, where the Shares are listed and trade under the symbol "UBS".

The authorized capital of UBS consists of an unlimited number of common shares and an unlimited number of Class A non-voting shares, without par value. According to UBS's audited financial statements for the year ended August 31, 2011, as at August 31, 2011, there were: (a) 102,748,000 Shares issued and outstanding and no Class A shares issued and outstanding; and (b) 10,442,000 Shares issuable upon exercise of outstanding USB Options.

In 2003, UBS transitioned from a technology company that designed, developed and manufactured broadband wireless equipment to a holding company when it acquired a controlling interest in Look and sold its manufacturing business. As at August 31, 2011, UBS Wireless Services Inc. held approximately 24,864,000 multiple voting shares of Look and 29,921,000 subordinate voting shares of Look representing a 39.2% economic interest and a 37.6% voting interest in Look. UBS' 39.2% interest in Look's equity of $29,096,000 at August 31, 2011 amounted to $11,405,000.

Look's multiple voting shares are listed on the NEX under the symbol "LOK.K" and its subordinate voting shares are listed on the NEX under the symbol "LOK.H". Information regarding Look is available on its website at www.look.ca and under its SEDAR profile at www.sedar.com.

3. Background to the Offer

The following section describes certain events that have occurred involving the Offeror, Mr. Dolgonos, UBS and Look.

Events leading to the Offer

At the annual and special meeting of Shareholders held on February 25, 2011, 13 dissident Shareholders, including the Offeror, challenged the current board of UBS by attempting to replace it with a slate of new proposed directors. A vote was conducted by ballot and the dissident shareholders were informed that their alternative proposed slate of directors was not elected. Though requested by representatives of the dissident shareholders, UBS did not disclose any particulars regarding the results of the vote, other than that the current board had been re-elected.

On June 3, 2011, legal counsel for the Offeror, Wildeboer Dellelce LLP, on behalf of Mr. Dolgonos, notified UBS that Mr. Dolgonos intended to make a partial take-over bid for UBS on or after July 6, 2011. UBS issued a press release on June 6, 2011 announcing that it had received such notification of the impending Offer. On July 5, 2011, UBS made a filing under the *Companies Creditors Arrangement Act* (Canada) (the "**CCAA**"), causing Mr. Dolgonos to delay his proposed take-over bid.

On November 22, 2011, the Offeror and 6138241 formally requisitioned the UBS Board to call a meeting of the Shareholders for the purpose of seeking approval of a resolution requiring the Company to initiate and implement a rights offering. Mr. Dolgonos intended to participate in the proposed rights offering, which would have improved the cash position of UBS. On December 12, 2011, UBS announced that it had advised the Offeror and 6138241 that, in its view, it had no obligation to call a Shareholders' meeting.

In 2011, the Offeror brought a motion pursuant to the CCAA to remove Grant McCutcheon and Henry Eaton as directors of UBS. The motion was heard in the Superior Court of Justice on December 20, 2011. By way of ruling dated January 25, 2012, the motion was denied. The ruling also explicitly indicated that the shareholders remain entitled to bring their own action to remove or replace the directors under the OBCA

On January 18, 2012, Wildeboer Dellelce LLP, on behalf of Mr. Dolgonos, notified UBS that Mr. Dolgonos intended to make the Offer, and Mr. Dolgonos issued a press release concerning the Offer. UBS issued a press release on January 19, 2012 announcing that it had received notification of the Offer.

Litigation between UBS, Look and the Offeror

Mr. Dolgonos and the Offeror are currently involved in the following litigation with UBS and Look:

- A claim issued on July 12, 2010 by DOL Technologies Inc. ("DOL"), a corporation controlled by Mr. Dolgonos, against UBS in connection with the termination of a Technology Development and Strategic Marketing Agreement between DOL and UBS. UBS issued a Statement of Defence and Counterclaim against DOL and Mr. Dolgonos' and others in this matter dated August 18, 2010. A Reply and Defence to Counter dated November 5, 2010 has been filed.

- A claim issued on December 22, 2010 by 2064818 against UBS and its directors alleging, among other things, that (i) the directors of UBS were exercising their powers as directors in a manner that was oppressive, unfairly prejudicial and which unfairly disregarded the interests of UBS Shareholders; and (ii) the then-existing directors failed to act honestly and in good faith with a view to the best interests of UBS. UBS and the directors filed a Statement of Defence dated February 8, 2011.

- A claim issued on July 6, 2011 by Look against Mr. Dolgonos, DOL and others including the former directors, officers and management of Look, in connection with the payment of restructuring awards by Look from net proceeds realized on a sale of its spectrum license in 2009.

- DOL and Mr. Dolgonos have claims for indemnities that are being or are going to be pursued against UBS and Look in respect of the above noted matters.

As UBS and Look are public companies all material information concerning any litigation between the Offeror, Mr. Dolgonos, UBS and Look is, or should be, described in the UBS Public Disclosure Record and the Look Public Disclosure Record.

4. Purpose of the Offer and the Offeror's Plans for UBS

Securities Laws mandate that a person cannot offer to acquire 20% or more of the outstanding voting or equity shares of a company, except pursuant to certain limited exceptions, without making a general offer open to all shareholders.

The purpose of the Offer is to increase the Offeror's investment in the Shares, while complying with Securities Laws by making a general offer to all Shareholders. During the course of or following the completion of the Offer, it is the intention of the Offeror to requisition a special meeting of the Shareholders of UBS pursuant to the OBCA to elect a new board of directors for UBS. The Offeror is seeking to preserve the remaining value of UBS, including its cash resources and investment in Look.

5. Treatment of UBS Options and Other Convertible Securities

The Offer is made only for Shares and is not made for any UBS Options, convertible securities or other rights to acquire Shares. Any holder of UBS Options, convertible securities or other rights to acquire Shares who wishes to accept the Offer in respect of the Shares issuable upon exercise, exchange or conversion thereof should, to the extent permitted by the terms of such UBS Options, convertible securities or other rights to acquire Shares and applicable Law, fully exercise, exchange or convert such UBS Options, convertible securities or other rights to acquire Shares in order to obtain certificates representing Shares that may be tendered and deposited in accordance with the terms referred to in Section 3 of the Offer to Purchase, "Manner of Acceptance". Any such exercise, exchange or conversion must be completed sufficiently in advance of the Expiry Time to ensure that the holder of such UBS Options, convertible securities or other rights to acquire Shares will have certificates representing the Shares received upon such exercise, exchange or conversion available to participate in the Offer before the Expiry Time, or in sufficient time to comply with the procedures referred to in Section 3 of the Offer to Purchase, "Manner of Acceptance — Procedure for Guaranteed Delivery".

If any holder of UBS Options, convertible securities or other rights to acquire Shares does not exercise, exchange or convert, as the case may be, such securities prior to the Expiry Time, such securities will remain outstanding following the Expiry Time in accordance with their terms and conditions.

The tax consequences to holders of UBS Options, convertible securities or other rights to acquire Shares of exercising, exchanging or converting, or not exercising, exchanging or converting their UBS Options, convertible securities or other rights to acquire Shares, as applicable, are not described in this Circular. **Holders of UBS Options, convertible securities or other rights to acquire Shares are urged to consult their own tax advisors for advice with respect to potential income tax consequences to them in connection with the decision to exercise, exchange or convert or not exercise, exchange or convert such UBS Options, convertible securities or other rights to acquire Shares.**

6. Certain Effects of the Offer

The purchase of Shares by the Offeror pursuant to the Offer will reduce the number of Shares which might otherwise trade publicly and, depending on the number of Shareholders depositing and the number of Shares purchased under the Offer, may adversely affect the liquidity and market value of the remaining Shares held by the public.

7. Source of Funds

The maximum amount of cash required for the purchase of all Shares for which the Offer is made (exclusive of fees and expenses) is approximately $800,000. The Offeror has made arrangements to have sufficient funds on hand to fund the total consideration required to purchase all Shares tendered under the Offer and to pay all related fees and expenses.

8. Ownership of and Trading in Securities of UBS

An aggregate of 22,895,255 Shares, representing approximately 22.28% of the issued and outstanding Shares, are indirectly owned by Mr. Dolgonos through the Offeror and 6138241. Except for such Shares, and 463,000 Shares owned by a director of the Offeror other than Mr. Dolgonos, none of the Offeror or any directors or officers of the Offeror, beneficially own, or exercise control or direction over, any UBS securities. To the knowledge of the Offeror and such directors and officers after

reasonable enquiry, no (a) associate or affiliate of an insider of the Offeror; (b) insider of the Offeror, other than a director or officer of the Offeror; or (c) person or company acting jointly or in concert with the Offeror, beneficially owns, or exercises control or direction over, any UBS securities.

During the period from the December 23, 2011 until the date hereof, the Offeror purchased 2,493,000 Shares at prices ranging from $0.03 to $0.07. Other than these purchases, to the knowledge of the Offeror after reasonable enquiry, none of (a) the Offeror, (b) any insider of the Offeror, (c) any associate or affiliate of an insider of the Offeror, nor (d) any person or company acting jointly or in concert with the Offeror has purchased or sold any securities of UBS during the 6-month period preceding the date hereof.

9. Agreements, Commitments or Understandings

There are no agreements, commitments or understandings made or proposed to be made between the Offeror and any of the directors or officers of UBS and, without limiting the generality of the foregoing, no payments or other benefits are proposed to be made or given by the Offeror to any of the directors or officers of UBS by way of compensation for loss of office or remaining in or retiring from office if the Offer is successful.

There are no agreements, commitments or understandings relating to the Offer (a) made between the Offeror and UBS, or (b) made or proposed to be made between the Offeror and any security holder of UBS. The Offeror is not aware of, and do not have access to, any agreement, commitment or understanding that could affect control of UBS and that can reasonably be regarded as material to a Shareholder in deciding whether or not to deposit Shares under the Offer.

The Offeror has had discussions with other concerned Shareholders about the corporate governance of UBS and the preservation of the remaining value of UBS, however there exists no agreement, commitment or understanding relating to the Offer between the Offeror and any other Shareholders.

10. Price Range and Trading Volumes of the Shares

The principal market for the trading of Shares is the TSXV, where the Shares are listed and trade under the symbol "UBS". As at August 31, 2011, there were approximately 102,748,000 Shares outstanding. The following table sets forth the high and low prices and volume of the Shares traded on the TSXV for the periods indicated:

	PRICE RANGE OF SHARES		
	HIGH	LOW	VOLUME
2011			
January	$0.08	$0.07	478,132
February	$0.09	$0.065	517,540
March	$0.08	$0.06	375,088
April	$0.07	$0.05	309,664
May	$0.06	$0.05	208,325
June	$0.07	$0.045	350,195
July	$0.045	$0.03	443,265
August	$0.045	$0.025	149,600
September	$0.035	$0.02	470,016
October	$0.03	$0.02	778,042
November	$0.03	$0.015	568,247
December	$0.045	$0.02	1,932,886
2012			
January	$0.075	$0.03	3,099,232

Note: Share price information in the above table was obtained from TMXmoney at www.tmxmoney.com.

At the close of business on January 18, 2012, the last trading day prior to the announcement of the Offeror's intention to make the Offer, the closing price of the Shares on the TSXV was $0.05. The Offer Price represents a premium of approximately 60% over the closing price on January 18, 2011. The average closing price of the Shares on the TSXV for the 20 business

days (as defined in Ontario Securities Commission Rule 14-501 – *Definitions*) prior to the announcement of the intention to make the Offer was $0.033. Shareholders are urged to obtain current market quotations for the Shares.

11. Commitments to Acquire Securities of UBS

Other than the Offer, no agreements, commitments or understandings to acquire securities of UBS have been made by the Offeror, nor, to the knowledge of the Offeror after reasonable inquiry, by (a) any insider of the Offeror, (b) any associate or affiliate of an insider of the Offeror, or (c) any person or company acting jointly or in concert with the Offeror.

12. Regulatory Matters

The Offeror is not aware of any licenses or regulatory permits that appear to be material to the business of UBS or Look which might be adversely affected by the Offeror's acquisition of the Shares pursuant to the Offer or of any approval or other action by any federal, provincial, state or foreign government or administrative agency that would be required prior to the acquisition of Shares pursuant to the Offer.

13. Certain Canadian Federal Income Tax Considerations

In the opinion of Wildeboer Dellelce LLP, counsel to the Offeror, the following summary describes the principal Canadian federal income tax considerations generally applicable to the disposition of Shares under the Offer by beneficial owners of Shares who, for the purposes of the Tax Act, and at all relevant times, hold their Shares as capital property, did not acquire the Shares pursuant to a stock option plan, and deal at arm's length and are not affiliated with the Offeror or UBS (a "**Holder**"). Shares will generally be considered to be capital property to a Holder unless the Holder has acquired or holds such shares in the course of carrying on a business or as part of an adventure or concern in the nature of trade. Certain Resident Holders (as defined below) whose Shares might not otherwise be considered capital property may be entitled to make an irrevocable election under subsection 39(4) of the Tax Act to have their Shares and all other "Canadian securities" (as defined in the Tax Act) owned by such Holder in the taxation year in which the election is made, and in all subsequent taxation years, deemed to be capital property. Any Holder contemplating making a subsection 39(4) election should consult their own tax advisors.

This summary is based upon the current provisions of the Tax Act and the regulations thereunder (the "**Regulations**") and counsel's understanding of the administrative practices and assessing policies of the CRA published in writing prior to the date hereof. This summary also takes into account all specific proposals to amend the Tax Act and the Regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Tax Proposals**"), and assumes that all Tax Proposals will be enacted in the form proposed. However, there can be no assurance that the Tax Proposals will be enacted in their current form, or at all. This summary is not exhaustive of all possible Canadian federal income tax considerations and, except for the Tax Proposals, does not take into account or anticipate any changes in law or administrative practice or assessing policies, whether by legislative, regulatory, administrative or judicial action or decision, nor does it take into account or consider other federal or any provincial, territorial or foreign tax considerations, which may differ significantly from the Canadian federal income tax considerations described herein.

This summary is not applicable to a Holder that is (a) a "financial institution" as defined in the Tax Act for the purposes of the "mark-to-market" rules, (b) a "specified financial institution" as defined in the Tax Act, (c) a Holder an interest in which is, or for whom a Share would be, a "tax shelter investment" as defined in the Tax Act, or (d) a Holder to whom the "functional currency" reporting rules in Section 261 of the Tax Act would apply. Such Holders should consult their own tax advisors.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Holder. This summary is not exhaustive of all Canadian federal income tax considerations. Consequently, Holders are urged to consult their own tax advisors for advice regarding the income tax consequences to them of disposing of their Shares under the Offer having regard to their own particular circumstances, and any other consequences to them of such transactions under Canadian federal, provincial, territorial or local tax laws and under foreign tax laws.

This summary assumes that the Shares will at all times continue to be listed on the TSX-V.

Holders Resident in Canada

The following portion of the summary is generally applicable to a Holder who, at all relevant times, for the purposes of the Tax Act and any applicable income tax treaty or convention, is, or is deemed to be, resident in Canada (a "**Resident Holder**").

Sale Pursuant to the Offer

A Resident Holder who disposes of Shares to the Offeror under the Offer will realize a capital gain (or capital loss) equal to the amount by which the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base of the Shares to the Resident Holder immediately before the disposition.

A Resident Holder who disposes of Shares pursuant to the Offer will be required to include one-half of the amount of any capital gain (a "**taxable capital gain**") in income, and one-half of the amount of any capital loss (an "**allowable capital loss**") will be required to be deducted against taxable capital gains realized in the year of disposition. Allowable capital losses not deducted in the taxation year in which they are realized may ordinarily be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any following year against taxable capital gains realized in such years, to the extent and under the circumstances specified in the Tax Act.

Capital gains realized by an individual or trust, other than certain specified trusts, may give rise to alternative minimum tax under the Tax Act.

In general, a capital loss otherwise arising upon the disposition of a Share by a corporation may be reduced by dividends previously received or deemed to have been received thereon to the extent and under the circumstances prescribed in the Tax Act. Similar rules may apply where the corporation is a member of a partnership or a beneficiary of a trust that owns Shares or where a partnership or trust of which a corporation is a member or a beneficiary is a member of a partnership or a beneficiary of a trust that owns Shares. Resident Holders to whom these rules may be relevant should consult their own tax advisors.

A Resident Holder that is, throughout the relevant taxation year, a "Canadian-controlled private corporation" (as defined in the Tax Act) may be liable to pay an additional refundable tax of 6 2/3% on certain investment income, including taxable capital gains.

Holders Not Resident in Canada

The following portion of the summary is generally applicable to a Holder who, at all relevant times, for purposes of the Tax Act and any treaty, is neither resident nor deemed to be resident in Canada and is not deemed to use or hold Shares in connection with carrying on a business in Canada (a "**Non-Resident Holder**"). Special rules, which are not discussed in this summary, may apply to a Non-Resident Holder that is an insurer for which Shares are "designated insurance property" under the Tax Act, or an "authorized foreign bank", as defined in the Tax Act.

Sales Pursuant to the Offer

A Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain realized on the disposition of Shares pursuant to the Offer unless the Shares constitute "taxable Canadian property" to the Non-Resident Holder and do not constitute "treaty-protected property" to the Non-Resident Holder at the time of disposition by the Non-Resident Holder.

Generally, a share of a corporation will <u>not</u> constitute taxable Canadian property of a Non-Resident Holder at a particular time, provided that: (i) the share is listed at that time on a designated stock exchange (as defined in the Tax Act which currently includes the TSX-V); (ii) at no time during the 60 month period that ends at that particular time: (a) 25% or more of the issued shares of any class of the capital stock of the particular corporation were owned by or belonged to one or any combination of the Non-Resident Holder, and persons with whom the Non-Resident Holder did not deal at arm's length (for the purposes of the Tax Act), and (b) more than 50% of the fair market value of the share was derived directly or indirectly from one, or any combination of, real or immovable property situated in Canada, Canadian resource properties (as defined in the Tax Act), timber resource properties (as defined in the Tax Act) or options in respect of, interests in or for civil law rights in any such property (whether or not such property exists), and (iii) the share is not otherwise deemed under the Tax Act to be taxable Canadian property.

Even if the Shares are taxable Canadian property to a Non-Resident Holder, a taxable capital gain resulting from the disposition of the Shares will not be included in computing the Non-Resident Holder's taxable income earned in Canada for purposes of the Tax Act if the Shares constitute "treaty-protected property" at the time of disposition. Shares owned by a Non-Resident Holder will generally be "treaty-protected property" if the gain from the disposition of such property would, because of an applicable income tax treaty, be exempt from tax under the Tax Act. By way of example, under the Canada-U.S. Income Tax Convention (the "**U.S. Treaty**"), a Non-Resident Holder who is a resident of the U.S. for the purposes of the Tax Act and the U.S. Treaty, and is entitled to the full benefit of the U.S. Treaty, will generally be exempt from tax in Canada in respect of a gain realized on the disposition of the Shares provided the value of such shares is not derived principally from real property situated in Canada. In the event that Shares constitute taxable Canadian property but not treaty-protected property to a particular Non-Resident Holder, the tax consequences as described above under "Holders Resident in Canada – Sale Pursuant to the Offer" will generally apply.

Non-Resident Holders whose Shares are taxable Canadian property should consult their own tax advisors for advice having regard to their particular circumstances, including whether their Shares constitute treaty-protected property.

14. Legal Matters and Legal Proceedings

The Offeror is being advised in respect of certain matters concerning the Offer by, and the opinions contained under "Certain Canadian Federal Income Tax Consideration" have been provided by, Wildeboer Dellelce LLP, counsel to the Offeror.

The Offeror and Mr. Dolgonos are involved in litigation with UBS and Look. See Section 3 "Background to the Offer".

15. Requirements of an Insider Bid

The Offeror currently owns 14,398,255 Shares, representing 14.01% of the approximately 102,748,000 outstanding Shares. The Offeror's affiliate 6138241 currently owns 8,500,000 Shares, representing 8.27% of the outstanding Shares. Accordingly, the Offer is an insider bid within the meaning of Securities Laws and MI 61-101, as the Offeror has, or is deemed to have, beneficial ownership of more than 10% of the Shares. Securities Laws and MI 61-101 require that a formal valuation of the securities that are the subject of the bid be prepared by an independent valuator and filed with the Securities Regulatory Authorities, subject to certain exemptions.

In accordance with Section 2.4(1)(a) of MI 61-101, the Offeror is exempt from the requirement to obtain a formal valuation on the basis that neither the Offeror nor any joint actor with the Offeror has, or has had within the preceding 12 months, any board or management representation in respect of UBS, or has knowledge of any material information concerning UBS or its securities that has not been generally disclosed.

Securities Laws also require that every "prior valuation" (as defined in MI 61-101) of UBS, its material assets or its securities made in the 24 months preceding the date of the Offer, that is known to the Offeror or its directors and senior officers, be disclosed in this Circular. No such prior valuations made in the 24 months preceding the date of the Offer are known to the Offeror or its directors and officers.

16. Interests of Experts

As at this date, to the knowledge of the Offeror, the partners and associates of Wildeboer Dellelce LLP, beneficially own, directly or indirectly, less than 1% of the outstanding Shares.

17. Depositary and Information Agent

CIBC Mellon Trust Company has been engaged by the Offeror as Depositary for the Offer and Phoenix Advisory Partners has been engaged as Information Agent for the Offer.

Each of the Depositary and the Information Agent will: (a) receive reasonable and customary compensation from the Offeror for the services provided in connection with the Offer; (b) be reimbursed for certain out-of-pocket expenses in connection therewith; and (c) be indemnified against certain liabilities and expenses in connection therewith.

Except as expressly set forth in the Offer Documents, no broker, dealer, bank or trust company shall be deemed to be an agent of the Offeror or the Depositary for the purposes of the Offer.

18. Other Matters Relating to the Offer

No fee or commission will be payable by Shareholders to the Offeror for the deposit of Shares under the Offer; however, a Depositing Shareholder's broker or other nominee may charge a fee or commission in connection with depositing Shares under the Offer. Shareholders should contact their broker or other nominee for information on any such fees and commissions that are payable.

19. Offerees' Statutory Rights

Securities legislation in the provinces and territories of Canada provides security holders of UBS with, in addition to any other rights they may have at law, one or more rights of rescission, price revision or to damages, if there is a misrepresentation in a circular or notice that is required to be delivered to those security holders. However, such rights must be exercised within prescribed time limits. Security holders should refer to the applicable provisions of the securities legislation of their province or territory for particulars of those rights or consult a lawyer. Such rights may in certain cases need to be exercised through CDS or DTC on behalf of a Shareholder. Accordingly, Shareholders should contact their broker or other nominee for assistance as required.

20. Directors' Approval

The contents of the Offer to Purchase and Circular have been approved, and the sending, communication or delivery thereof to the Shareholders has been authorized by, the board of directors of the Offeror.

CONSENT OF COUNSEL

To: The Board of Directors of 2064818 Ontario Inc.

We hereby consent to the reference to our opinion contained under "Certain Canadian Federal Income Tax Considerations" in Section 13 of the Circular accompanying the Offer to Purchase dated February 1, 2012 made by 2064818 Ontario Inc. to the holders of common shares of Unique Broadband Systems, Inc.

Toronto, Canada
February 1, 2012

(Signed) "*Wildeboer Dellelce LLP*"

APPROVAL AND CERTIFICATE OF THE OFFEROR

The contents of the Offer to Purchase and Circular have been approved, and the sending, communication or delivery thereof to the Shareholders has been authorized by, the board of directors of 2064818 Ontario Inc. The foregoing contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

February 1, 2012

2064818 ONTARIO INC.

by: (Signed) *Alex Dolgonos*
President and Director

by: (Signed) *Eric Rouah*
Director

Any questions and requests for assistance may be directed to our Information Agent:

North American Toll Free Phone:

1-800-622-1603

Banks, Brokers and collect calls: 201-806-2222
Toll Free Facsimile: 1-888-509-5907
Email: inquiries@phoenixadvisorypartners.com

The Depositary for the Offer is:

CIBC Mellon Trust Company

By Mail
P.O. Box 1036
Adelaide Street
Postal Station
Toronto, Ontario
M5C 2K4

By Hand or Courier
320 Bay Street
Basement Level (B1)
Toronto, Ontario
M5H 4A6

North American Toll Free Phone:

1-800-387-0825

Local: (416) 682-3860
E-mail: inquiries@canstockta.com

Any questions regarding the Offer and requests for assistance in depositing Shares or for additional copies of the Offer to Purchase, Circular, Letter of Acceptance and Transmittal or Notice of Guaranteed Delivery may be directed by Shareholders to the Information Agent at the telephone numbers and address set out above. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.

February 1, 2012

UNIQUE BROADBAND SYSTEMS' LARGEST SHAREHOLDER ANNOUNCES OFFER TO PURCHASE SHARES

Toronto, ON, February 1, 2012 – 2064818 Ontario Inc. (the "Offeror"), a company owned by a trust of the family of Mr. Alex Dolgonos, the founder and original chief executive officer of Unique Broadband Systems, Inc. ("UBS" or the "Company") (TSX-V:UBS) announced today that it has launched its offer to acquire 10,000,000 shares of UBS, at a price of $0.08 per share.

Earlier today, the Offeror filed its formal offer with Canadian securities regulators and commenced the mailing of its offer and take-over bid circular and related documents to the Company's shareholders.

The offer will be open for acceptance until 8:00 pm (Toronto time) on March 9, 2012. The offer is subject to certain conditions, including, without limitation, there being no adverse material change to UBS. Full details of the terms and conditions of the offer are set out in the formal offer and take-over bid circular.

The offer represents a premium of 60% to the closing price of UBS's shares on the TSX-V on January 18, 2012, the last trading day prior to the announcement of the Offeror's intention to make the offer.

"As the founder of UBS, I am committed to the Company, but UBS is on the wrong course. The Company needs new leadership," said Mr. Dolgonos, President of the Offeror. "In that regard, the Offeror intends to requisition a special meeting of the shareholders of UBS to replace the current board of directors. I am committed to working with a new board so that UBS can look to the future with renewed optimism."

UBS shareholders wishing to accept the offer are encouraged to tender their shares by completing the Letter of Acceptance and Transmittal accompanying the documents mailed to them and returning it together with certificates representing their UBS shares and all other documents to the Depositary in accordance with the instructions in the Letter of Acceptance and Transmittal. If UBS shares are held by a broker or other financial intermediary, UBS shareholders should contact such intermediary and instruct it to tender their UBS shares.

Investors with questions about the offer should contact Phoenix Advisory Partners, the Information Agent for the Offer, Toll Free at 1-800-622-1603 or by email at inquires@phoenixadvisorypartners.com.

This press release does not constitute an offer to buy or an invitation to sell, or the solicitation of an offer to buy or invitation to sell, any of the securities of Unique Broadband Systems, Inc. Such an offer may only be made pursuant to an offer and take-over bid circular filed with the securities regulatory authorities in Canada.

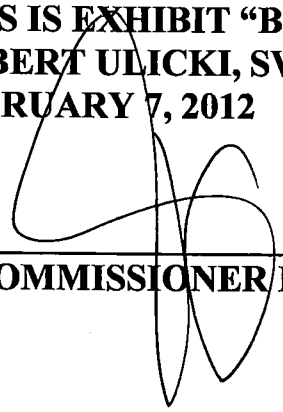
The offer is being made for the securities of a Canadian issuer and the offer is subject to Canadian disclosure requirements. Shareholders should be aware that such disclosure requirements are different from those of the United States.

For further information, please contact:
Philip Koven
Tel: (416) 579-6255

Forward-looking Information

Certain statements in the press release are forward-looking statements and are prospective in nature. Forward-looking statements are not based on historical facts, but rather on current expectations and projections about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements. These statements generally can be identified by the use of forward-looking words such as "may", "should", "will", "could", "intend", "estimate", "plan", "anticipate", "expect", "believe" or "continue", or the negative thereof or similar variations. Such statements are qualified in their entirety by the inherent risks and uncertainties surrounding future expectations. Important factors that could cause actual results to differ materially from the expectations of the Offeror include, among other things, the failure to meet certain conditions of the offer, changes in law, and the ability of the Offeror to attract a qualified slate of proposed directors of UBS. Such forward-looking statements should therefore be construed in light of such factors, and the Oferror is not under any obligation, and expressly disclaims any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

THIS IS EXHIBIT "B" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012



A COMMISSIONER FOR TAKING OATHS

Court File No.
CV-11-9291-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

BETWEEN:

LOOK COMMUNICATIONS INC.

Plaintiff

- and -

MICHAEL CYTRYNBAUM, FIRST FISCAL MANAGEMENT LTD., GERALD MCGOEY, JOLIAN INVESTMENTS LIMITED, STUART SMITH, SCOTT COLBRAN, JASON REDMAN, ALEX DOLGONOS, DOL TECHNOLOGIES INC.

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and $5,000 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and $400.00 for costs and have the costs assessed by the court.

Date July 6, 2011

Issued by

Local registrar

Patrick McKenzie
Registrar, Superior Court of Justice

Address of court office

TO: MICHAEL CYTRYNBAUM
Suite 701 – 888 Bute Street
Vancouver, BC V6E 1Y5

AND TO: FIRST FISCAL MANAGEMENT LTD.
2900-550 Burrard Street
Vancouver, BC V6C 0A3

AND TO: GERALD MCGOEY
100 Rosedale Heights
Toronto, ON M4T 1C6

AND TO: JOLIAN INVESTMENTS LIMITED
TD Centre
TD Bank Tower
Suite 4700
Toronto, ON M5K 1E6

AND TO: STUART SMITH
80 Roxborough Street East
Toronto, ON M4W 1V8

AND TO: SCOTT COLBRAN
Pinecreek Farm
6173, 17th Side Road, R.R. #4
Acton, ON L7J 2M1

AND TO: JASON REDMAN
5411 Lakeshore Road
Stouffville, ON L4A 1R1

AND TO: ALEX DOLGONOS
207 Arnold Avenue
Thornhill, ON L4J 1C1

AND TO: DOL TECHNOLOGIES INC.
207 Arnold Avenue
Thornhill, ON L4J 1C1

CLAIM

1. The plaintiff, Look Communications Inc. ("**Look**" or the "**Company**") claims the following:

(a) damages for breach of fiduciary duty and the duties and standard of care prescribed by Section 122 of the *Canada Business Corporations Act* (the "**CBCA**") and relief from oppression pursuant to Section 241 of the CBCA from Michael Cytrynbaum ("**Cytrynbaum**"), Gerald McGoey ("**McGoey**"), Stuart Smith ("**Smith**"), Scott Colbran ("**Colbran**") and Jason Redman ("**Redman**") in an amount equivalent to the amounts paid to these defendants and others as "restructuring awards" in connection with the sale of Look's licensed broadcast spectrum in 2009 (the "**Sale**" and the "**Sale Awards**") estimated at $20,000,000, less any severance amounts properly payable to Look's employees from such amounts;

(b) additional damages in the amount of $1,550,000 for breach of Section 124 of the CBCA from Cytrynbaum, McGoey, Smith, Colbran and Redman for amounts paid by Look as advances to law firms for the payment of legal fees and expenses (the "**Indemnification Advances**") expected to be incurred by these defendants in responding to criticism for their roles in making and receiving the Sale Awards;

(c) a declaration that the defendants are jointly and severally liable for any and all damages awarded pursuant to (a) and (b) above;

(d) in the alternative to (a) above:

(i) damages for unjust enrichment from McGoey and Jolian Investments Limited ("**Jolian**") in the amount of $5,565,696;

(ii) damages for unjust enrichment from Cytrynbaum and First Fiscal Management Ltd. ("**First Fiscal**") in the amount of $4,146,014;

(iii) damages for unjust enrichment from Alex Dolgonos ("**Dolgonos**") and DOL Technologies Inc. ("**DOL**") in the amount of $3,950,737;

(iv) damages for unjust enrichment from Smith in the amount of $195,367;

(v) damages for unjust enrichment from Colbran in the amount of $195,367; and

(vi) damages for unjust enrichment from Redman in the amount of $1,500,000;

(e) an order that the Sale Awards paid to the defendants are the Company's property and are subject to a constructive trust and an order for tracing of the Sale Awards;

(f) an order that the defendants make available all necessary records to facilitate a tracing of the Sale Awards paid to them or to companies they own or control;

(g) a declaration that the Sale Awards made to the defendants and others (other than amounts properly payable to Look's employees as severance) are invalid as transactions made in violation of the Sale Approval Order (defined below) granted in Ontario Court File No. 08-CL-7877 (the "**CBCA Proceedings**");

(h) a declaration that the decisions of the Board of Directors made on June 16, 2009 to compensate the holders of options ("**Options**") granted pursuant to Look's Option Plan (the "**Option Plan**") and the holders of Share Appreciation Rights ("**SARs**") granted pursuant to Look's Share Appreciation Rights Plan (the "**SARs Plan**") using an assumed share price of $0.40 per share violated the Option Plan and the SARs Plan and are invalid;

(i) a declaration that the individual defendants did not act honestly and in good faith with a view to the Company's best interests when they caused the Company to make the Sale Awards;

(j) a declaration that the individual defendants did not act honestly and in good faith with a view to the Company's best interests when they caused the Company to make the Indemnification Advances;

(k) a declaration that the Sale Awards paid to Look's directors in 2009 were not directors' remuneration under Section 125 of the CBCA;

(l) a declaration that Section 3.12 of Look's By-Law dealing with indemnification for officers and directors was *ultra vires* the Company's authority and is invalid;

(m) a declaration that Look's indemnification agreements with each of its officers and directors were *ultra vires* the Company's authority and are invalid;

(n) a declaration that the individual defendants are not entitled to indemnification for their legal fees and expenses incurred in answering regulatory, shareholder and other criticism for their actions in authorizing the Sale Awards and Indemnity Advances;

(o) pre- and post-judgment interest pursuant to the *Courts of Justice Act*;

(p) costs on a substantial indemnity scale; and

(q) such further and other relief as counsel may advise and this court concludes to be appropriate and just.

Overview

2. In 2009, Look completed a sale of substantially all of its assets in a Court supervised sales process pursuant to a CBCA plan of arrangement. Unbeknownst to Look's counsel for the CBCA proceedings, the Court and the monitor overseeing the sales process, at times before and after the Court's approval of the sale, the senior management and directors of Look took actions to cause approximately $20,000,000 (or 30%) of the net sale proceeds to be paid to themselves in what they referred to as "restructuring charges" or "restructuring awards". These actions constituted a breach of their fiduciary and statutory duties to the Company and its shareholders,

were oppressive to the reasonable expectations of the Company and its shareholders, and were in violation of orders granted by the Court in connection with the sale.

The Parties

Look

3. Look is a publicly traded company incorporated under the CBCA and listed on the TSX Venture Exchange ("**TSX-V**"). Look has two classes of shares, each of which trades on the TSX-V: subordinate voting shares (having one vote each) and multiple voting shares (having 150 votes each).

4. At the start of 2009, Look was a multi-media entertainment and information service provider in Ontario and Quebec. It delivered a range of communications services, including high-speed and dial-up internet access, web application and other services to residential and business customers. Its principal assets included a licensed spectrum in Ontario and Quebec, 30,000 subscribers, two network sites and accumulated tax losses of approximately $300,000,000.

5. Between 2006 and 2009, Look failed to generate positive earnings. Look's losses increased each year while its subscriber base, from which most of its revenue was earned, declined. By December 2008, it was apparent that Look's business could not survive since the Company's efforts to raise capital or to find a strategic partner had failed. As such, Look was compelled to pursue a sale of its principal assets in 2009.

6. For most of 2009, Look's subordinate voting shares traded in a range between $0.20 and $0.25. The trading price of the multiple voting shares was in the same range.

7. Today, Look's subordinate voting and multiple voting shares trade in a range of $0.10 to $0.12. Look's shares are thinly traded as the Company has effectively not carried on any active business since its spectrum and broadcast license were sold on September 11, 2009 (as described below).

8. Approximately 40.7% of Look's subordinate voting shares and 37.6% of Look's multiple voting shares are owned by Unique Broadband Systems Inc. ("**UBS**"). UBS is incorporated under the Ontario *Business Corporations Act* (the "**OBCA**") and trades on the TSX-V.

9. Since 2004, UBS has provided management services to Look pursuant to a Management Services Agreement (the "**UBS-Look MSA**"). From 2004 to 2010, these management services included providing the services of UBS's Chairman and Chief Executive Officer ("**CEO**"), McGoey, to serve as Look's CEO and Vice Chairman.

Cytrynbaum and First Fiscal

10. Cytrynbaum is a resident of British Columbia. He served as Look's Interim CEO from May 2003 to September 2003, when he was appointed as President and CEO. On June 29, 2004, Cytrynbaum resigned from these positions and became Executive Chairman. He served as Executive Chairman of Look's Board of Directors and as a member of its Compensation and Human Resources Committee and its Audit and Governance Committee. He owed fiduciary duties and statutory and common law duties of care to Look until he resigned from his positions on July 21, 2010.

11. First Fiscal is a corporation owned and/or controlled by Cytrynbaum. It is incorporated pursuant to the British Columbia *Business Corporations Act*. It entered into a Management

Services Agreement (the "**First Fiscal MSA**") with Look pursuant to which it was paid $15,000 per month (or $180,000 per year) for management services to be provided by Cytrynbaum.

12. In 2009, Cytrynbaum was paid $60,000 in directors' fees. In 2009, Look also provided Sale Awards to Cytrynbaum consisting of a cash bonus of $2,400,000 and $1,746,104 for the cancellation of his Options and SARs. These amounts were paid to First Fiscal and paid without any withholding tax being held back, thereby exposing Look to liability for taxes, penalties and interest owing to the Canada Revenue Agency ("**CRA**"). Neither Cytrynbaum nor First Fiscal were entitled to these Sale Awards.

McGoey and Jolian

13. McGoey served as the Chairman and CEO of UBS from 2002 until July 5, 2010. Pursuant to the UBS-Look MSA, McGoey served as Look's CEO and Vice Chairman beginning in 2004, and was also a member of the Compensation and Human Resources Committee of Look's Board of Directors. Accordingly, McGoey owed fiduciary duties and statutory and common law duties of care to Look until he resigned from those positions on July 21, 2010.

14. Jolian is a company owned and/or controlled by McGoey and incorporated pursuant to the OBCA. Jolian is party to a Management Services Agreement with UBS. Look had no relationship with Jolian.

15. Although neither McGoey nor Jolian were ever previously paid by Look, in 2009 Look paid McGoey Sale Awards consisting of a cash bonus of $2,400,000 and $3,165,696 for the cancellation of his Options and SARs. These amounts were paid to Jolian and paid without any

withholding tax being held back, thereby exposing Look to liability for taxes owing, penalties and interest levied by the CRA. Neither McGoey or Jolian were entitled to these Sale Awards.

Dolgonos and DOL

16. Dolgonos is a resident of Ontario. He is a controlling shareholder of UBS, owning 19.9% of UBS's outstanding shares.

17. DOL is a company owned and/or controlled by Dolgonos and incorporated pursuant to the OBCA. DOL provided Dolgonos' services as Chief Technology Officer to UBS. Look had no relationship with DOL.

18. Dolgonos was paid $60,000 per year beginning on February 1, 2005 as an employee of Look with the title Chief Technology Officer who reported to the CEO. Shortly after he began working for Look, Dolgonos received 7,384,461 SARs from Look representing approximately 20% of the total number of SARs issued by Look.

19. Although he was not a director of Look and maintains that he was not recognized as an "officer" of Look, Dolgonos effectively functioned as an officer of Look responsible for overseeing Look's technological initiatives, infrastructure and services. However his role is characterized, Dolgonos owed fiduciary duties and statutory and common law duties of care to Look.

20. In 2009, Look's Board of Directors awarded Dolgonos Sale Awards of $3,950,732, that in total were surpassed only by McGoey and Cytrynbaum's Sale Awards. Although Dolgonos did not participate in the meetings of Look's directors where these awards were made, he supported the efforts of Redman, McGoey, Cytrynbaum and others to have these awards made to

himself and others. Similarly, Dolgonos supported the actions taken by Redman, McGoey, Cytrynbaum and Look's directors to advance funds to law firms who would represent them in answering regulatory, shareholder and other criticism concerning their roles in making the Sale Awards.

21. Dolgonos' Sale Awards consisted of a cash bonus of $2,400,000 and $1,550,732 for the cancellation of his SARs. These amounts were paid to DOL and paid without any withholding tax being held back, thereby exposing Look to liability for taxes, penalties and interest owing to CRA. Neither Dolgonos or DOL were entitled to these Sale Awards.

Smith

22. Smith is a resident of Ontario. Beginning in 2003, he served as a non-executive director of Look and was also Chairman of its Compensation and Human Resources Committee. Smith owed fiduciary duties and statutory and common law duties of care to Look until he resigned from his positions on July 21, 2010.

23. Smith was paid $22,000 and granted 10,000 Options for his services as a director in 2009. He also was given Sale Awards in the form of $195,367 for the cancellation of his Options. Smith was not entitled to the Sale Awards paid to him.

Colbran

24. Colbran is a resident of Ontario. Beginning in 1999, he served as a non-executive director of Look and was also a member of its Compensation and Human Resources Committee and of the Audit and Corporate Governance Committee. Colbran owed fiduciary duties and statutory

and common law duties of care to Look until he resigned from his positions with Look on July 21, 2010.

25. Colbran was paid $22,000 and was granted 10,000 Options for his services as a director in 2009. He was also given Sale Awards in the form of $195,362 for the cancellation of his Options. Colbran was not entitled to the Sale Awards paid to him.

Redman

26. Redman is a resident of Ontario. He served as Look's Senior Vice President and Chief Financial Officer from July 2006 and owed fiduciary duties and statutory and common law duties of care to Look until he resigned from his positions on July 21, 2010.

27. Redman was paid $175,000 in 2009 for his services as CFO. He also received Sale Awards consisting of a cash bonus of $1,107,000 and $393,000 for the cancellation of his Options and SARs. Although Redman was not a director, he participated in developing the recommendations regarding the Sale Awards made in 2009. Redman was not entitled to the Sale Awards paid to him. Redman also participated in recommending and encouraging Look's directors to make the Indemnification Advances.

The Background to and Rationale for the Sales Process

28. Late in 2006, Look retained Greenhill & Co. ("**Greenhill**") to assist in a strategic review and maximization of shareholder value process. On April 24, 2007, Look announced that the review process had been discontinued because the business environment for a transaction was not favourable.

29. In the fall of 2008, Look again retained Greenhill to provide advice on the possible sale of Look or its licensed spectrum. Greenhill and Look approached a number of interested parties, but no one made an offer that Look's management considered worthwhile or that was sufficiently advanced to warrant public disclosure.

30. Each of the failed efforts with Greenhill had been undertaken because management understood that Look was failing to grow and failing to generate positive net earnings. Without additional capital, the prospects for the Company were deteriorating. That reality was reflected in the fact Look continued to accumulate losses and to lose its subscriber base. It was this reality that compelled Look to pursue a sales process for the sale of substantially all of its significant assets in 2009.

31. In response to the results of Greenhill's efforts and the continued deterioration of the Company's financial prospects, Look's Board of Directors met on November 28, 2008, with representatives from Thornton Grout Finnigan LLP ("**Thornton Grout**"), the Coreshell Group, Grant Thornton LLP ("**Grant Thornton**") and Stikeman Elliott LLP ("**Stikeman Elliott**"). At this meeting, the defendants received and considered advice from Thornton Grout and Grant Thornton concerning the possibility of conducting a public sale of Look's assets pursuant to a plan of arrangement under Section 192 of the CBCA. Thornton Grout and McGoey were of the view that a CBCA plan of arrangement process would offer the best environment in which to encourage interested parties to submit competitive bids for Look's assets. According to Thornton Grout and McGoey, a traditional sales effort would not be effective at maximizing shareholder value because a traditional sales process for selling all or substantially all of the company's assets would have required approval from Look's shareholders, which they believed might

"chill" prospective bidders who feared the uncertainty associated with a last-minute shareholder approval or a last minute bid from a competing party.

32. To address the perceived uncertainty of a traditional sales process, it was thought that a sales process effected through a CBCA plan of arrangement could be used to force bidders to make their best bid by a Court-ordered deadline. Sealed bids could be received by a Court appointed monitor and considered by the Board of Directors who would then select a bidder with whom to finalize a sale. The best bid would be presented to the Court for approval along with a recommendation from the monitor, but there would be no opportunity for new bids to be made after the bid deadline or for shareholders to refuse to approve the transaction at that time.

33. Under the plan of arrangement process, it was proposed that shareholders would vote only to approve the proposed sales process itself, and not the ultimate sale transaction. Once the general sale procedures or process had been approved by the shareholders, discretion over the conduct and result of the sales process would be left to the discretion and integrity of senior management, the Board of Directors, the monitor and the Court through their respective selection and approval of the ultimate sale transaction. Shareholders were repeatedly advised and encouraged to expect that this process would be managed and conducted in a fair and transparent manner under the supervision of the senior management, the Board of Directors, the monitor and the Court, and that the sales process would be run with a view to maximizing shareholder value.

34. The directors instructed management and Thornton Grout to prepare the materials to obtain shareholder and court approval to effect a sale of Look's assets pursuant to a CBCA plan of arrangement process. The directors confirmed that Thornton Grout would act as corporate counsel on the plan of arrangement and that Grant Thornton would act as the Court appointed

monitor with responsibility for overseeing the sales process and reporting to the Court on the sales process and any related matters.

35. On December 1, 2008, Look issued its application pursuant to Section 192 of the CBCA to begin the plan of arrangement process. Look filed a motion supported by an affidavit sworn by McGoey that explained why the plan of arrangement process would provide the greatest likelihood of maximizing shareholder value. Look's materials assured the Court and shareholders that the defendants were committed to acting honestly and in good faith and in the Company's best interests throughout the sales process so as to achieve the best possible result for the Company and its shareholders.

36. On December 1, 2008, the Court granted an Interim Order authorizing the Company to call a special meeting of shareholders on January 14, 2009, at which the shareholders would consider and vote on the proposed plan of arrangement sales process (the "**Shareholders' Meeting**").

37. The proxy materials for the Shareholders' Meeting, which were presented to the Court as part of the motion for the Interim Order, included a cover letter from Cytrynbaum addressed to shareholders that confirmed that the sales process would be supervised by the Court and the monitor and that this process would facilitate "the Board's objective to act in the best interest of Look and maximize shareholder value." Cytrynbaum's letter and the Court approved proxy materials were sent to shareholders to convene, and for purposes of, the Shareholders' Meeting.

38. After receiving the Court's Interim Order on December 1, 2008, Look issued a news release (the "**December 1, 2008 News Release**") announcing the Company's intention to obtain

shareholder approval for the use of the plan of arrangement process to sell Look's key assets, which included:

(i) the spectrum;

(ii) the broadcast license;

(iii) 30,000 subscribers;

(iv) two network operating entities; and

(v) tax attributes estimated at over $300 million.

39. The December 1, 2008 News Release quoted McGoey emphasizing the necessity for the Plan of Arrangement process as follows:

> "The Corporation believes that the value of Look's key assets and its investment to date, given reasonable assumptions about the future and the path that mobile broadband technology is taking, is not reflected in the current price of its shares," said Gerald T. McGoey, Look's Vice Chairman and Chief Executive Officer.
>
> "The Corporation has engaged in extensive efforts to maximize shareholder value, which has included, among other things, engaging partners and accessing financing from both traditional and non-traditional sources. The magnitude of capital required for Look to roll out a full offering of services using the latest mobile broadband technology is not – and likely will not be – available to the Corporation".
>
> "An orderly and timely realization of any or all of Look's key assets, in whole or in part, should provide the Corporation and its shareholders with the maximum value,' said Mr. McGoey".

Look's Efforts to Obtain Shareholder Approval of the Plan of Arrangement Process

40. On December 3, 2008, McGoey and Redman reported on the plan of arrangement process at an analyst and investor presentation. McGoey again emphasized that the sales process was required because management's previous efforts to implement strategic initiatives to maximize shareholder value had failed. McGoey specifically emphasized that this process was designed to maximize shareholder value by being expeditious, efficient, transparent and fair. He said in part:

> ...because of the method we are using and the past attempts to maximize shareholder value, we thought it prudent to spend some time today explaining why we are proceeding as we are. To this end, we have established a special section on our website where all relevant documents have been and will continue to be posted and available for the downloading.
>
> I suggest you read these documents carefully as they contain a lot of detail that time will not allow Jason and myself to discuss at this conference call.
>
> We are in essence, after receiving approval from our shareholders, asking the court to supervise the sale of some or all, in whole or in part, of these key assets. We are doing this because we have had no success since mid-2004 in approaching interested parties to enter into joint venture arrangements, distribution of private labelling offerings, investments of capital into Look or the disposition of certain of these key assets.
>
> ...Look has been unable to assure potential purchasers that we can provide them with any certainty of their offer, any certainty that it would succeed. A sales process that is transparent, and approved and monitored by the court, provides greater certainty and is likely to encourage interested parties to participate without the concern of aggressive tactics being used by other participants.
>
> We want to ensure that Look shareholders get the maximum value in an open and fairly conducted process during which there will be no action by one party that prevents other parties from putting forward their proposals. *This plan of arrangement, under the supervision of the court-appointed monitor, will ensure a sales process for Look's assets that is expeditious, efficient, transparent and fair.* [Emphasis Added]

41. These representations were repeated again by McGoey at the Shareholders' Meeting. McGoey again explained that while shareholders might be concerned that they would not be permitted an opportunity to vote on the ultimate sale, those concerns were overcome by the likelihood that the process would generate the best value for the assets and, more importantly, by the fact that Look's senior management and directors had fiduciary obligations to shareholders throughout the process. McGoey also referenced the involvement of the Court and a Court appointed monitor as supervisors of the process.

42. McGoey also emphasized that it was too early for Look's Board of Directors to commit to how the sale proceeds would be used. That decision, he said, had to wait until the process was concluded. McGoey specifically said the following in assuring shareholders that their reliance on the defendants was reasonable:

> The third question was why can't shareholders have the chance to approve any transaction or series of transactions that arise out of the process? I think we have addressed why we feel that coming back to shareholders would keep us in the inadequate position that we have seen over the last few years. *We believe that the POA is the best way to maximize value while at the same time offer shareholders the confidence that this would be a fair process.*
>
> *That is done by having this process approved by the Court. While your Board of Directors has an ongoing fiduciary responsibility to you throughout this process, there is also a Court appointed Monitor working with both the Board and the Court.*
>
> The fourth most common question was what would happen to the proceeds from any transaction or series of transactions? Unless and until any transaction closes, there is no point in speculating on what the Corporation would or could do with any proceeds from a non-existent transaction. This is particularly true when we don't even know what form the proceeds of such transactions may take. I can say this, though: any transaction should be reflected in the price of the Corporation's shares and you, as shareholders, can make your investment decisions based on that price, just as you do today. [Emphasis Added]

The Sales Process and the Consideration of Bids

43. Look's shareholders approved the proposed plan of arrangement sales process at the Shareholders' Meeting held on January 14, 2009, as recommended by Look's senior management and Board of Directors.

44. One week later, on January 21, 2009, Look obtained an order from the Court authorizing the sales process, as approved by the shareholders, and formally appointing Grant Thornton as the monitor (the "**Monitor**") of the CBCA Proceedings (the "**Sales Process and Appointment Order**").

45. In its Sales Process and Appointment Order, the Court appointed the Monitor to manage and conduct the sales process and, in addition to its specific rights and duties under the sales process, directed the Monitor to report to the Court on matters relating to the sales process and such other matters as may be relevant to the proceedings. The Court also directed the Company and its officers and directors to report to the Monitor on any material actions taken by the Company in connection with the sales process. The Sales Process and Appointment Order provides that:

> "2. THIS COURT ORDERS that Grant Thornton Limited be and *is hereby appointed as the Monitor (the "Monitor") in these proceedings, an officer of the Court, to manage and conduct the Sales Process* (as defined in paragraph 10 hereof) in consultation with LCI with the powers and duties set out in the Sale Process *and that LCI and its officers and directors shall advise the Monitor of all material steps taken by LCI pursuant to this Order, and shall cooperate fully with the Monitor in the exercise of its powers and discharge of its duties.*
>
> 3. THIS COURT ORDERS that the Monitor, *in addition to its rights and duties as set forth in the Sales Process, is hereby directed and empowered to: (i) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the*

> *Sales Process and such other matters as may be relevant to the proceedings herein*; (ii) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under the Sales Process and under this Order and (iii) perform such other duties as are required by this Order or by this Court from time to time.
>
> 4. THIS COURT ORDERS that the Monitor is authorized to take such further and other ancillary steps, in consultation with LCI, as may be required to carry out and give effect to the Sales Process and the provisions of this Order." [Emphasis Added]

The Sales Process and Appointment Order set February 16, 2009 as the deadline for the receipt of the bids.

46. On February 16, 2009, the bidding closed in accordance with the Sales Process and Appointment Order. The bids received were not made public, but were opened and considered by the Monitor and Look's senior management. The sales process did not generate the interest in Look's assets that management had expected. Only four bids were submitted, and only one of them was for Look's key assets:

(i) $80,000,000 from Inukshuk Wireless Partnership ("**Inukshuk**"), a partnership of Rogers and Bell, for the licensed spectrum;

(ii) $2,985,148 from another entity for licenses in Sherbrooke, Toronto, Niagara-St. Catharines, Windsor/Leamington and Barrie;

(iii) $1,080,000 from another entity for dial-up and DSL Internet access and associated services; and

(iv) $75,000 from another entity for customer contracts, residential and business ADSL and dial-up, in Ontario, Quebec and Western Canada and additional machinery, equipment and goodwill.

47. Inukshuk's offer was to buy the spectrum and broadcast license for $80,000,000 conditional on, among other things, settling litigation with Bell, one of the partners behind the offer, for $16,000,000. The Inukshuk offer was substantially lower than what Look's senior management and Board of Directors expected. Nevertheless, Look's senior management and directors determined that they had no choice but to proceed with the only bid that had been submitted for the broadcast spectrum.

48. At a Board of Directors meeting on April 28, 2009 (the "**April 28, 2009 Meeting**"), Look's management reported to the Board on the state of the plan of arrangement and the proposed sale to Inukshuk and its consequences for shareholders and employees. Senior management made a powerpoint presentation (the "**April 28, 2009 Presentation**") that included slides summarizing the effect of the proposed sale to Inukshuk on shareholder value. This slide referenced "Shut Down Costs" of $10,000,000 and estimated the residual value to shareholders at $0.28 per share:

Cash Flows	Asset Sale
Cash Inflows	
Purchase & Sale Agreement	$ 80,000,000
Building Sale	$ 3,000,000
Total Cash Inflows	**$ 83,000,000**
Cash Outflows	
Bell Canada	$ 16,000,000
Other Payables	$ 5,000,000
Shut Down Costs	$ 10,000,000
Total Cash Outflows	**$ 31,000,000**
Net Cash Inflows	**$ 52,000,000**
Shares of O/S Including Options Exercised	**187M**
Residual Price Per Share	$ 0.28

49. The April 28, 2009 Presentation also included slides that analyzed the impact of the proposed sale on Look's Options and SARs. Senior management expressed their concern that the sale of Look's assets could take place without Options vesting and without providing Option holders, including themselves, with an opportunity to realize on their Options. As a result, senior management recommended that all Options should vest immediately giving Option holders (including themselves) the immediate right to exercise their Options. They also recommended that Option holders be given a full year to exercise their Options.

50. The April 28, 2009 Presentation also considered the impact of the proposed Inukshuk sale on the SARs that had been granted to officers and employees. Senior management suggested that the sale, of the broadcast spectrum represented an event that "triggered" the obligation to pay out

SARs benefits, and that these benefits should be (i) assessed as of the date that the sale was to be approved by the Court and (ii) paid when Inukshuk made the second $20,000,000 deposit. The benefits to be paid to SARs holders (including themselves) would be a cash payment equal to the difference between (a) the market price for Look's shares on the day before Court approval of the sale, and (b) the "strike price" for the SARs, being the market price for Look's shares on the date when the SARs were originally granted.

51. Senior management also provided the following estimate of the Company's liability for the SARs assuming Look's share price rose to $0.30, $0.40 or $0.50 per share by the date that the proposed sale was to be approved by the Court:

Share Price	-	**Liability**
$0.30	-	4,000,000
$0.40	-	8,000,000
$0.50	-	11,000,000

Each of these amounts would have been material to Look.

52. On May 4, 2009, Look's Board of Directors met (the "**May 4, 2009 Board Meeting**") and approved the agreement of purchase and sale with Inukshuk and instructed Thornton Grout to apply for an Order approving the sale.

53. After Thornton Grout and the Monitor had left the meeting, the Board of Directors passed resolutions (the "**May 4, 2009 Resolutions**") that amended the Option Plan to (i) vest all unvested Options as of the date of the First Closing (being the date of Court approval of the sale), and (ii) to provide all Option holders with a one-year period within which to exercise their Options. The Board of Directors also resolved to recognize that the amount of all SARs benefits

would be assessed as of the date of the Court's approval of the sale. The Board also directed management to report back with recommendations for settling the SARs payments. None of these events were in the Company's best interests or the interests of shareholders, and none of these events were reported to the Monitor, the Court or even the Company's counsel, Thornton Grout.

54. On May 5 and May 11, 2009, the Company issued news releases describing the proposed sale to Inukshuk. The May 11, 2009 news release advised that the $80,000,000 Inukshuk sale represented a value of $0.44 per share to shareholders, $0.16 more than the $0.28 estimate presented at the April 28, 2009 Board Meeting. This statement was misleading and inaccurate as it failed to disclose and account for, among other things, the amounts that the Board had resolved to pay in respect of the Options and SARs pursuant to the resolutions passed by Look's directors on May 4, 2009.

The Sale Approval Order

55. The Monitor's first report on the sales process was dated May 4, 2009 (the "**First Report**") and presented to the Court for purposes of the sale approval hearing held on May 14, 2009. The First Report and the Company's materials filed for the sale hearing each reviewed the bidding process and concluded that the proposed sale with Inukshuk should be approved. The Monitor's First Report and the materials filed by the Company contained no disclosure to the Court regarding the Sale Awards that the Company was planning to make in connection with the Sale.

56. After hearing submissions on behalf of the Monitor and the Company, the Court granted a Final Approval and Vesting Order dated May 14, 2009 (the "**Sale Approval Order**"). The Sale

Approval Order sealed the bid summary, approved the Agreement of Purchase and Sale with Inukshuk and ordered that the Company and its officers and directors shall advise the Monitor of all material steps taken in connection with the Sale, and that Look shall not engage in any transaction outside the ordinary course of business pending the Second Closing Date (defined as December 31, 2009):

> 17. THIS COURT ORDERS that the Vendor and its shareholders, officers and directors, *shall advise the Monitor of all material steps taken by the Vendor pursuant to this Order and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations set out herein and as set out in the Monitor Appointment Order.*
>
> 19. THIS COURT ORDERS until the earlier of the Second Closing Date and the time that the Sale Agreement is terminated in accordance with its terms, (i) *the Vendor shall use the proceeds of the First Deposit only to fund (A) the operations of the Vendor's Business in the ordinary course except to the extent that the Business or portions thereof may be wound down, (B) the Vendor's costs relating to the Arrangement Transaction, including the Vendor's portion of the Monitor's Fees (as defined below), and (C) the financial obligations of the Vendor under the Bell Litigation Settlement Agreement*, (ii) *the Vendor shall not engage in any transactions that are outside the ordinary course of business other than the orderly winding down of the Vendor's current business*, and (iii) the Vendor shall not make any distributions to its shareholders, whether by way of dividend or otherwise. [Emphasis Added]

The Decision to Grant Revised Sales Awards

57. Following the granting of the Sale Approval Order, Look's Board of Directors met on June 16, 2009 (the "**June 16, 2009 Board Meeting**") to review and consider, among other things, a plan presented by senior management that contained new compensation recommendations and that was described as a "Restructuring Plan". In fact, the "Restructuring Plan" was nothing more than a proposal by senior management to claim substantial additional benefits from the sale proceeds. These new recommendations involved (i) a new cash bonus

pool of $11,000,000, and (ii) cash payments for the cancellation of Options and SARs based on an assumed share price of $0.40 per share, all to the detriment of shareholders.

58. With respect to the Option Plan and the SARs Plan, these Plans existed to align the interests of employees, senior management and directors with the interests of shareholders. The Option Plan had been approved by shareholders and allowed the Board of Directors to grant Options to buy Look shares at the market price on the date the Options were granted. The right to exercise an Option then "vested" or arose at specified times in the future. This structure created an incentive for Option holders to cause the market price for Look's shares to increase. It also incentivized them to remain with the Company until the right to exercise their Options arose. If the market price for Look's shares was higher at the time of vesting than at the time the Options were granted, the Options could then be exercised so as to acquire a share for the exercise price that could then be sold by the Option holder in the market for a net gain, and with no cash expense to the Company, which would actually receive capital in consideration for the shares issued.

59. By using an assumed share price of $0.40 per share (rather than the market price, which remained in the $0.20 to $0.25 per share range through May and June 2009) and by using the sale proceeds to make direct payments to Option holders for the "cancellation" of their Options (rather than requiring Option holders to realize their gains in the market place), the Board approved recommendations for Option-related "awards" or "cancellation payments" that were inconsistent with the terms and objectives of the Option Plan. These transactions unjustly and unfairly conferred substantial benefits on the Board and others, all at the expense of the Company and its shareholders.

60. Like the Option Plan, the SARs Plan was also intended to align the interests of employees and senior management with the interests of shareholders. It also created incentives for them to cause the market price for Look's shares to increase and to remain with the Company until the right to benefit from the SARs arose. Like the Options, the SARs were assigned a value equal to the closing market price of Look's shares on the date they were granted. The SARs Plan gave employees and senior management the right to claim upon the occurrence of specified events (like a key corporate merger, sale of business or sale of the Company's assets) the difference between the value of the SARs on the date of grant and the closing market price for Look's shares on the day before the defined corporate event occurred. By using an assumed share value of $0.40 and not the market price the day before the Sale closed, senior management's recommendations and the Board's approvals were inconsistent with the terms and obligations of the SARs plan and again unjustly and unfairly conferred substantial benefits to these defendants at the expense of the Company and its shareholders.

61. As noted above, senior management's new recommendations also proposed an additional $11,000,000 cash bonus pool to be allocated to senior management and others in connection with the Sale, and to pay limited severance obligations to the balance of Look's employees estimated as being less than $1,500,000. No explanation was given or sought as to the appropriateness for creating this additional $11,000,000 cash bonus pool out of the sale proceeds.

62. Senior management had a substantial interest in making these new recommendations because by the June 16, 2009 Board Meeting the market had not reacted favourably to the announced sale to Inukshuk and the share price had not risen to $0.30 or more as had been suggested at the April 28, 2009 Board Meeting. As a result, senior management and the directors would not have realized significant benefits pursuant to the May 4, 2009 resolutions. In

stark contract to that outcome, under the new "Restructuring Plan", the defendants (who held over 60% of the Options and over 80% of the SARs) stood to realize significantly larger benefits than had been contemplated by senior management and the Board of Directors on April 28 and May 4, 2009. These increased amounts were material to Look.

63. At the June 16, 2009 Board Meeting, the Board of Directors accepted the new recommendations of senior management and passed resolutions (the "**June 16, 2009 Resolutions**") implementing the recommendations, in each case without considering that they:

(a) were inconsistent with the resolutions passed on May 4, 2009;

(b) were inconsistent with the terms and objectives of the Option Plan and SARs Plan which conferred benefits based on the market price of Look's shares;

(c) were inconsistent with the disappointing results of the sales process;

(d) advanced the self-interests of senior management and the directors;

(e) conferred substantial monetary benefits to senior management and the directors at the expense of the Company's interests and the interests of shareholders;

(f) were not in the interests of shareholders or the best interests of the Company;

(g) had not been vetted or reviewed by an objective and independent compensation consultant; and

(h) represented transactions not in the ordinary course of business that were in violation of the Sale Approval Order.

64. The following table summarizes the Sale Awards that the Board of Directors approved at the June 16, 2009 Board Meeting:

Name	Bonus Pool	SAR Pool	Option Pool	Total Awards
Senior Management & Director Total	9,175,613	6,805,452	1,242,574	17,223,830
Other Total	1,907,784	655,911	221,374	2,780,078
Combined Total to be Allocated	11,083,397	7,461,363	1,463,948	20,003,908

65. The Sale Awards approved on June 16, 2009 were not disclosed to Look's counsel for the CBCA proceedings, the Monitor or the Court, despite the fact that they were material and that they represented over 30% of the net sale proceeds of $64 million (after settlement of the Bell litigation).

66. In passing these resolutions to support senior management's new recommendations, Look's Board of Directors breached their fiduciary duties, their statutory and common law duties of care and oppressed the interests and reasonable expectations of the Company and its shareholders. Their actions also violated the provisions of the Sale Approval Order.

67. By not advising Thornton Grout, the Monitor or the Court of these Sale Awards, senior management and the directors also failed to abide by the provisions of the Sale Approval Order that required them to cooperate with the Monitor and to keep the Monitor informed of all material actions taken by the Company in connection with the Sale. By failing to disclose the June 16, 2009 Resolutions generally, the senior management and the directors also failed in meeting their ongoing duties to ensure the Company made timely disclosure of material changes in accordance with the Ontario *Securities Act*.

68. On July 21, 2009, Look issued its Third Quarter 2009 Interim Financial Statements for the three and nine month periods ending May 31, 2009 (the "**Third Quarter 2009 Interim Financial Statements**") and an accompanying news release. The Company's news release and the Third Quarter 2009 Interim Financial Statements each reported that "Restructuring Charges" had been incurred that related to the sale. These charges were said to:

> ... include, among other things, site restoration charges, lease commitments, human resources restructuring and equity cancellation payments relating to the cancellation of all outstanding options and share appreciation rights as of May 31, 2009.

This characterisation of the Company's actions and related liabilities was vague and misleading. Among other things, it did not properly disclose that the defendants intended to take over $17,000,0000 from the sale proceeds for their own benefit and did not properly disclose that the proposed "equity cancellation payments" were not in accordance with the terms of the Company's Option Plan and SARs Plan.

69. On August 25, 2009, the Board of Directors and the Compensation and Human Resources Committee met together (the "**August 25, 2009 Board Meeting**"). The purpose of this meeting was to allocate the $11 million additional bonus pool that had been created at the June 16, 2009 Board Meeting.

70. The non-executive directors did not challenge senior management on the appropriateness of any of the allocations that were recommended at this meeting. Instead, the directors again simply accepted the recommendations of the senior management. The following table contrasts the estimated benefits associated with the awards contemplated by the May 4, 2009 Resolutions with the Sale Awards ultimately approved by the Board on June 16, 2009 and August 25, 2009,

and illustrates the substantial and extraordinary increase in benefits that the directors ultimately approved:

LOOK 2009 Equity Cancellation and Bonus Pool
May 14, 2009 – Versus – June 16 & August 25, 2009

Officer / Director	Value of SARS at May 14, 2009 closing price of $0.205 (May 4, 2009 Board Resolution)	Value of Options at May 14, 2009 closing price of $0.205 (May 4, 2009 Resolution)	Combined Value of SARs and Options at May 14, 2009 closing price (May 4, 2009 Resolution)	June 16, 2009 Payment to Cancel SARS and Options Using Assumed $0.40 valuation	August 25, 2009 Additional Cash Bonus Award	Total 2009 Cash Bonus Award and SARs and Options Cancellation Payments
Gerald McGoey	$221,534	$11,761	$233,295	$3,165,696	$2,400,000	$5,565,696
Michael Cytrynbaum	$110,767	$66,568	$177,335	$1,746,104	$2,400,00	$4,146,104
Alex Dolgonos	$110,767	NA	$110,767	$1,550,737	$2,400,000	$3,950,737
Jason Redman	$52,500	$52,500	$105,000	$393,000	$1,107,000	$1,500,000
Stuart Smith	NA	$66,568	$66,568	$195,367	0	$195,367
Scott Colbran	NA	$66,568	$66,568	$195,367	0	$195,367
Lou Mitrovitch	NA	$66,568	$66,568	$195,367	0	$195,367
Totals	**$495,568**	**$330,533**	**$826,101**	**$7,441,639** or $6.6 million more than May 14 values	**$8,307,000**	**$15,748,639**

71. These new and extraordinary Sale Awards were approved without any objective review by the non-executive directors of the Company or by an external compensation consultant. They were not based on complete information, reflected the self-interests of senior management and the directors, were not in the best interests of the Company and constituted a violation of the provisions of the Court's Sale Approval Order which placed restrictions on the Company's use of the sale proceeds. It is noteworthy that none of the directors exercised their rights to object to the June 16, 2009 Resolutions or to the Sale Awards. It is also noteworthy that Look's

Compensation and Human Resources Committee was comprised entirely of Look's directors; that is, the five members of Look's Compensation and Human Resources Committee were the same five members of its Board of Directors. Each of the directors approved these decisions and disregarded their fiduciary and statutory duties.

72. On September 11, 2009, Look issued a news release (the "**September 11, 2009 News Release**") reporting that:

(a) Look had received the remaining consideration of $50,000,000 due to be paid by Inukshuk;

(b) the conditions precedent to the sale had been satisfied on September 11, 2009 when Industry Canada provided regulatory approval of the sale;

(c) Look had agreed to support an application by Inukshuk for a license under the Broadcast Act;

(d) Look was proceeding with the orderly wind down of its operations; and

(e) Look was continuing to pursue opportunities to maximize the value of its remaining assets which consisted of approximately $300,000,000 of tax attributes, the Company's property in Milton, Ontario, and a network consisting of operating centres and broadcast sites.

The September 11, 2009 News Release made no reference to the decisions to allocate over $20,000,000 of the sale proceeds to senior management, directors and employees.

73. Later in September 2009, the Company paid out the Sale Awards to all directors, officers and employees except Cytrynbaum, McGoey and Dolgonos who received their awards in October and November of 2009. These funds were unlawfully distributed and diverted from the Company to senior management and the directors and others. The gravity of these actions was compounded by the fact that substantial sums were paid to Jolian for McGoey's benefit and to DOL for Dolgonos' benefit without any objective consideration of whether the Company was required to withhold tax on these amounts. The fact the amounts were paid to Jolian and DOL without any deductions for tax exposed the Company and its directors to liability for taxes, penalties and interest. Each of these payments was made in violation of paragraph 19 of the Sale Approval Order, which placed restrictions on the Company' use of sale proceeds at any time prior to the Second Closing Date, which was defined as December 31, 2009.

74. On January 19, 2010, Look issued its Notice of Annual and Special Meeting of Shareholders to be held on February 23, 2010 (the "**February 23, 2010 Shareholders' Meeting**") and its Management Information Circular for the fiscal year 2009 (the "**2009 MIC**"). This circular made additional disclosure of the "restructuring charges" that had been reported in the Third Quarter 2009 Interim Financial Statements. The restructuring charges were now referred to in the 2009 MIC as "Contingent Restructuring Awards". The 2009 MIC explained that the Compensation and Human Resources Committee had deferred to and relied on the CEO in deciding to grant "special contingent restructuring awards during fiscal 2009" which were "extraordinary and non-recurring". This explanation read as an admission that the directors (each of whom sat on the Compensation and Human Resources Committee and the Board) had failed to provide an objective check on the self-interests of the CEO and other senior management.

75. The 2009 MIC also stated that the awards had been made after extensive consultation with legal counsel. In fact, however, the directors had received no advice on the appropriateness of the amount of the Sales Awards made to senior management and others or as to whether they were in accordance with the terms of the Option Plan and the SARs Plan or the Sale Approval Order.

76. At the February 23, 2010 Shareholders' Meeting, shareholders had the choice between voting in support of the re-election of Look's directors or withholding their votes. Look's directors were re-elected at this meeting; however, if the UBS shares of Look are excluded, 95% of the non-UBS Look shares voted at the meeting expressly withheld their votes on the re-election of Look's directors.

The Indemnification Advances

77. In early June 2010, Redman asked David McCarthy ("**McCarthy**") of Stikeman Elliott to attend a meeting of Look's Board to review indemnification issues relating to Look. McCarthy told Redman that he was not willing to provide advice on whether Look should indemnify its officers and directors for past and future legal expenses incurred in answering criticism and questions regarding the Sales Awards. When that criticism first arose, McCarthy had made it clear he would not advise on that issue and that Stikeman Elliott would not provide related litigation advice. He felt Stikeman Elliott could not provide that advice because McCarthy had advised the directors the year before in June 2009 on their ability to make special awards to management and themselves. Even though McCarthy had advised on the amounts awarded, he believed the Company needed to engage its own counsel to consider its obligations and best interests.

78. Redman said he understood the limited advice McCarthy would provide; but, said he believed McCarthy should attend the Board meeting. He said the meeting would be on June 16, 2010 and that McCarthy should participate and discuss the indemnification agreements and CBCA provisions that generally applied to Look.

79. As a result of McCarthy's position that his advice would be limited and would not address the central question of whether the Company should indemnify its officers and directors for legal fees relating to the Sale Awards, Redman approached Jeffrey Kramer of Kramer Henderson LLP ("**Kramer**") and asked that he advise the Company on these issues. Kramer considered Redman's request and then told Redman that he would not be able to recommend that Look should indemnify the offiers and directors in the circumstances. He was not able to conclude that it was in the Company's best intersts to advance funds to pay legal fees relating to the Sale Awards. Kramer said that if he attended the June 16, 2009 Board Meeting, he would tell the Board that this was his opinion.

80. On the morning of June 16, 2010, Redman spoke with Kramer and told him to stop doing any further work on the indemnification issues. Redman also told Kramer he would be cancelling the June 16, 2009 Board Meeting.

81. Despite Redman's advice to Kramer that he was cancelling the June 16, 2009 Board Meeting, the Board Meeting was convened (without Kramer) and the issue of whether the Company should advance legal fees for the officers and directors was addressed. McCarthy attended part of the meeting and advised generally on indemnification issues. He discussed the Company's by-laws, indemnification agreements and the CBCA indemnification provisions for

officers and directors, generally. However, he provided no advice on the issue of whether advances could or should be made in the particular circumtances.

82. Neither McCarthy or the Look directors were advised of Kramer's advice to Redman. Redman kept that information from them. No director suggested that the Company should obtain advice in respect of Look's interests. Just as importantly, no one articulated how the proposed Indemnification Advances were in the best interests of the Company. As a result, the directors proceeded to authorize payments of $1,550,000 to various firms based on incomplete information and in their own self-interests over the interests of the Company. In doing so, they breached their fiduciary and statutory dutics.

83. The purported ability of the defendants to claim indemnification or to seek advance payment of amounts for indemnification was derived from the Section 124 of CBCA, Section 3.12 of the Corporate By-law and indemnification agreements between the Company and its officers and directors. The Corporate By-law and the indemnification agreements were, however, *ultra vires* insofar as they mandated and created an obligation on the Company's part, without regard to the limitations on such payments prescribed by Section 124 of the CBCA, to advance funding for legal fees and expenses incurred by the directors and officers defending claims by the Company or by shareholders suing on behalf of the Company by way of derivative action. Consequently, the directors had no authority for causing the Company to make the Indemnification Advances. Alternatively, the defendants should not be entitled to the advances made to date or to future advances for indemnification because they acted in self-interest and did not act honestly and in good faith with a view to the best interests of the Company.

84. Look's senior management and directors resigned from their positions effective July 21, 2010. These resignations were precipitated by a shareholder proxy fight at UBS concerning other awards made by UBS to McGoey and other UBS directors supposedly in connection with the Look sale, which proxy fight led to the replacement of UBS' directors.

Relevant Legislation

85. Look pleads and relies upon the *Courts of Justice Act*, Sections 122, 124, 125 and 241 of the CBCA, and Section 75 of the Ontario *Securities Act*.

Service Outside of Ontario

86. Look may serve the Statement of Claim outside Ontario without leave of the Court in accordance with Rule 17.02 of the Rules of Civil Procedure because:

(a) the claims relate to damages sustained in Ontario (Rule 17.03(h)); and

(b) the claims are made against persons outside Ontario who are necessary as proper parties to a proceeding in Ontario (Rule 17.02(o)).

July 6, 2011

GOODMANS LLP
Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

David D. Conklin LSUC#: 34621M
Tel: 416.597.5164
Fax: 416.979.1234

Jason Wadden LSUC#: 46757M
Tel: 416.597.5165
Fax: 416.979.1234

Lawyers for the Plaintiff

LOOK COMMUNICATIONS INC.
Plaintiff

and

MICHAEL CYTRYNBAUM, ET AL.
Defendants

Court File No:
CV-11-9291-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at TORONTO

STATEMENT OF CLAIM

GOODMANS LLP
Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

David D. Conklin
LSUC#: 34621M
Tel: 416-597-5164
Fax: 416-979-1234

Jason Wadden
LSUC#: 46757M
Tel: 416.597.5165
Fax: 416.979.1234

Lawyers for the Plaintiff

\5982889

THIS IS EXHIBIT "C" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012

A COMMISSIONER FOR TAKING OATHS

Court File No. 08-CL-7877

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF LOOK COMMUNICATIONS INC.

Applicant

AND IN THE MATTER OF AN APPLICATION BY LOOK COMMUNICATIONS INC. UNDER SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, c. C44, AS AMENDED

NOTICE OF MOTION

(Returnable on a date to be fixed by the Court)

Look Communications Inc. ("**Look**" or "**Company**") will make a motion to a judge presiding over the Commercial List on a date to be set by the Court, at 10:00 a.m. or as soon after that time as the motion can be heard at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard:

☐ in writing under subrule 37.12.1(1) because it is on consent or unopposed or made without notice;

☐ in writing as an opposed motion under subrule 37.12.1(4);

☒ orally.

THE MOTION IS FOR:

1. Declarations that:

a) the decisions of the former officers and directors of Look, Michael Cytrynbaum ("**Cytrynbaum**"), Gerald McGoey ("**McGoey**"), Stuart Smith ("**Smith**"), Scott Colbran ("**Colbran**") and Jason Redman ("**Redman**"), on June 16, 2009 to (i) set

aside $11,000,000 for cash bonuses and (ii) compensate option and share appreciation rights ("**SARs**") holders (mainly themselves) through "equity cancellation payments" totalling approximately $9,000,000 (collectively, the "**Sale Awards**") constituted transactions prohibited by paragraph 19 of the Order granted May 14, 2009 (the "**Sale Approval Order**") approving the sale of Look's spectrum and broadcast license to Inukshuk Wireless Partnership ("**Inukshuk**");

b) the decisions of the former officers and directors on August 25, 2009 to specifically award cash bonuses of $8,307,000 to themselves constituted transactions prohibited by paragraph 19 of the Sale Approval Order;

c) Look's former officers and directors caused Look to breach the requirements in paragraph 19 of the Sale Approval Order, which required Look to "not engage in any transactions that are outside the ordinary course of business" other than the orderly winding down of Look's then "current business" at any time prior to December 31, 2009;

d) Look's former officers and directors failed to advise Grant Thornton LLP ("**Grant Thornton**" or the "**Monitor**") of "all material steps" taken by Look pursuant to paragraph 2 of the Order granted January 21, 2009 (the "**Sales Process and Appointment Order**") approving a sales process for the sale of substantially all of the assets of Look and appointing the Monitor to manage and conduct the sales process;

e) Look's former officers and directors failed to "co-operate fully with the Monitor in the exercise of its powers and discharge of its duties" as required by paragraph 2 of the Sales Process and Appointment Order;

f) Look's former officers and directors failed to advise the Monitor "of all material steps" taken by Look pursuant to paragraph 17 of the Sale Approval Order;

g) Look's former officers and directors failed to "co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations" as required by paragraph 17 of the Sale Approval Order;

2. An Order requiring Cytrynbaum and First Fiscal Management Ltd. (together "**First Fiscal**"), McGoey and Jolian Investments Limited (together **"Jolian"**), Smith, Colbran and Redman to return to Look the Sale Awards paid to each of them;

3. An Order requiring Alex Dolgonos and DOL Technologies Inc. (together **"DOL"**) to return to Look the Sale Awards paid to them;

4. In the alternative to the relief above, an interim Order directing First Fiscal, Jolian, DOL, Smith, Colbran and Redman to pay the amount of the Sale Awards they each received into court;

5. In the further alternative or in addition to the relief sought above, an Order appointing a monitor empowered to do all things necessary to trace the Sale Awards paid to Look's former officers and directors or to companies they own or control and to report to the court on its findings;

6. Payment of the costs of this motion by First Fiscal, Jolian, DOL, Smith, Colbran and Redman on a substantial indemnity basis; and

7. Such further and other relief as this Court determines to be just.

THE GROUNDS FOR THE MOTION ARE:

Overview

1. The former directors and officers of Look, a publicly traded company listed on the TSX Venture Exchange, used this Court, and this Court and Monitor supervised proceeding, to sell Look's principal asset for $80,000,000 (less $16,000,000 paid to Bell Canada as a condition of the sale to settle outstanding litigation) and, without disclosure to this Court or the Monitor, to misappropriate over $15,000,000 of the net sale proceeds of $64,000,000 for themselves as extraordinary compensation, without shareholder or Court approval and before winding up the business. By authorizing and causing these awards to be paid to themselves in connection with the sale, Look's former officers and directors breached their fiduciary duties and failed to act in the best interests of the Company.

2. By taking over $15,000,000 from the net sale proceeds of $64,000,000 for their own benefit, Look's former officers and directors also violated the terms of the court orders that governed these proceedings; breached their commitments to adhere to the principles of fairness, transparency and the maximization of shareholder value on which these proceedings were premised and approved by shareholders and this Court; and, effectively diverted almost 20% of the net sale proceeds from shareholders to themselves.

The Decision to Sell Look's Spectrum and Broadcast License

3. In late November 2008, Look's former officers and directors recognized that unless they sold Look's assets Look would be compelled to eventually seek protection from its creditors. Look's assets included the following (collectively, "**Look's Assets**"):

(a) 92 MHz of licensed spectrum;

(b) a broadcast license;

(c) subscribers;

(d) a network consisting of two network operating centres, 26 one-way broadcast sites and 10 two-way broadcast sites; and

(e) tax loss attributes estimated at $300,000,000.

The CBCA Plan of Arrangement

4. On December 1, 2008, Look applied for and received an order of this Court authorizing it to convene a meeting of its shareholders to obtain their approval to sell Look's Assets by way of a court-supervised plan of arrangement process pursuant to section 192 of the *Canada Business Corporations Act* (the "**CBCA Order**"). In seeking this Order, Look and its Chief Executive Officer and Vice Chairman, McGoey, emphasized that the proposed plan of arrangement was required to maximize the value of Look's Assets for the benefit of its shareholders.

5. In January of 2009, after receiving the CBCA Order authorizing Look to convene a shareholders' meeting, Look sought the approval of its shareholders for the proposed sales process pursuant to the CBCA plan of arrangement. In the Circular provided to shareholders for the shareholders' meeting, and in statements made to shareholders at the meeting, Look's former officers and directors emphasized:

(a) that the sales process would be supervised by the Court and a court appointed monitor;

(b) that the sales process would be conducted in a manner that was "transparent and fair";

(c) that the sales process was intended to maximize value for shareholders; and

(d) that, in addition to the above, Look's shareholders were protected by the fact that Look's Board of Directors owed an ongoing fiduciary duty to shareholders throughout the process.

6. With these assurances, Look's shareholders approved the proposed plan of arrangement process at the shareholders' meeting held on January 14, 2009.

The Sale Process and Appointment Order

7. On January 21, 2009, this Court granted the Sales Process and Appointment Order in which it also approved the sales process with these same assurances, and appointed Grant Thornton to serve as Monitor with responsibility for overseeing the sales process and reporting to the Court. Paragraphs 2 to 4 of the Sales Process and Appointment Order provide that:

> 2. THIS COURT ORDERS that Grant Thornton Limited be and *is hereby appointed as the Monitor (the "Monitor") in these proceedings, an officer of the Court, to manage and conduct the Sales Process* (as defined in paragraph 10 hereof) in consultation with LCI with the powers and duties set out in the Sale Process *and that LCI and its officers and directors shall advise the Monitor of all material steps taken by LCI pursuant to this Order, and shall cooperate fully with the Monitor in the exercise of its powers and discharge of its duties.*

3. THIS COURT ORDERS that the Monitor, *in addition to its rights and duties as set forth in the Sales Process, is hereby directed and empowered to: (i) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Sales Process and such other matters as may be relevant to the proceedings herein*; (ii) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under the Sales Process and under this Order and (iii) perform such other duties as are required by this Order or by this Court from time to time.

4. THIS COURT ORDERS that the Monitor is authorized to take such further and other ancillary steps, in consultation with LCI, as may be required to carry out and give effect to the Sales Process and the provisions of this Order. [Emphasis Added]

The May 4, 2009 Decisions to Vest Look's Options and to Fix a Settlement Date for the SARs

8. On May 4, 2009, Look's former officers and directors resolved and authorized Look to sell its spectrum and broadcast license to Inukshuk for $80,000,000, out of which $16,000,000 was to be paid immediately to Bell Canada to settle outstanding litigation between Look and Bell Canada. The sales proceeds were to be paid to Look as follows: $30,000,000,000 on the First Closing Date, $20,000,000 on the Second Closing Date, and $30,000,000 on the Third Closing Date. Look informed the Monitor of this decision.

9. Also on May 4, 2009, Look's senior management advised the board that Look's option holders would be adversely affected by the sale to Inukshuk. As a result, they authorized the immediate vesting of all outstanding options as of the First Closing Date (being the date on which the court approved the sale – May 14, 2009) and amended the terms of Look's Option Plan to provide option holders with one year (rather than thirty days) to exercise their options following the termination of their employment.

10. Look's former officers and directors did not inform the Monitor of the decision to vest all options effective as of the First Closing Date, and did not disclose the decision to the market despite the fact it constituted a material amendment of Look's Option Plan that was approved by shareholders and despite the fact that it would have a significant dilutive effect on the interests of shareholders as of the First Closing Date.

11. On May 4, 2009, senior management also recommended that the directors recognize that the sale to Inuksuk represented an event that triggered the entitlement of SARs holders to receive a payment equal to the difference between the strike price of each SAR (being the market price on the date of the SAR grant) and the market price of Look's shares on the First Closing Date. The directors accepted this recommendation and fixed the First Closing Date as the settlement date for determining the Company's liability to pay SARs benefits to SARs holders.

12. As of May 4, 2009, Look's former officers anticipated that the total SARs liability would be in the range of $4,000,000 to $11,000,000. This information was not shared with the Monitor or disclosed to the market despite the fact that this contingent liability amount would be material to Look.

The May 14, 2009 Sale Approval Order

13. On May 14, 2009, the Monitor and the Company reported to the Court on the agreement to sell the spectrum and broadcast license to Inukshuk pursuant to the sales process and sought the Court's approval of that proposed sale. The Court was not informed of the May 4, 2009 decision to vest all outstanding options or of the contingent SARs liabilities that had been created by the former officers and directors on May 4, 2009, despite the fact they

were directly related to and premised upon the sale and were material to the interests of Look's shareholders. The Court approved the sale to Inukshuk and issued the Sale Approval Order. Following court approval of the sale, Look received the first deposit of $30,000,000 of sales proceeds from the purchaser Inukshuk.

14. The Sale Approval Order granted on May 14, 2009 provides in paragraphs 17 and 19 that:

> 17. THIS COURT ORDERS that the Vendor and its shareholders, officers and directors, *shall advise the Monitor of all material steps taken by the Vendor pursuant to this Order and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations set out herein and as set out in the Monitor Appointment Order.*
>
> 19. THIS COURT ORDERS until the earlier of the Second Closing Date **[defined as December 31, 2009]** and the time that the Sale Agreement is terminated in accordance with its terms, (i) *the Vendor shall use the proceeds of the First Deposit only to fund (A) the operations of the Vendor's Business in the ordinary course except to the extent that the Business or portions thereof may be wound down, (B) the Vendor's costs relating to the Arrangement Transaction, including the Vendor's portion of the Monitor's Fees (as defined below), and (C) the financial obligations of the Vendor under the Bell Litigation Settlement Agreement, (ii) the Vendor shall not engage in any transactions that are outside the ordinary course of business other than the orderly winding down of the Vendor's current business*, and (iii) the Vendor shall not make any distributions to its shareholders, whether by way of dividend or otherwise. [Emphasis Added]

The June 16, 2009 Decisions to Grant Extraordinary Compensation Awards and To Override The May 4, 2009 Decisions

15. On June 16, 2009, Look's former officers and directors decided to override the resolutions they approved on May 4, 2009 concerning the treatment of options and SARs in order to create larger awards for themselves. On June 16, 2009, Look's former directors accepted the recommendations of senior management and resolved to:

(a) rather than allowing option holders twelve months to exercise their options pursuant to the May 4th resolutions, to make an offer to option holders (mainly themselves as they held 77% of the options) to instead cancel all of the outstanding options effective as of May 31, 2009, and to compensate option holders by paying them the difference between the exercise price for each option and an assumed share value of $0.40 per share, despite the fact that Look's shares were trading in a range of $0.20 to $0.23 per share at the time;

(b) rather than settling the SARs based on their value at the First Closing Date pursuant to the May 4th resolutions, to make an offer to SARs holders (mainly themselves as they held 88% of the SARs) to instead cancel all of the outstanding SARs effective as of May 31, 2009, and to compensate SARs holders by paying them the difference between the strike price for each SAR and an assumed share price of $0.40 per share, despite the fact that Look's shares were trading in a range of $0.20 to $0.23 per share at the time; and

(c) set aside $11,000,000 out of the sale proceeds as a cash bonus pool to be unconditionally allocated and paid to senior management and employees as of May 31, 2009, with payments to be made in July and October 2009.

16. Look's former officers and directors anticipated that the compensation to be paid as a result of these decisions would be (collectively, the "**Sale Awards**"):

(a) $1,463,948 to option holders, of which $1,056,690 (or 72%) would be payable to themselves;

(b) $7,461,363 to SARs holders, of which $6,384,947 (or 85%) would be payable to themselves; and

(c) the $11,083,397 cash bonus pool, of which $8,307,000 (or 75%) would be payable to senior management, being McGoey, Cytrynbaum, Dolgonos and Redman.

17. Despite the fact that each member of Look's Board of Directors (which was comprised of McGoey, Cytrynbaum, Colbran, Smith and Mitrovich) and each member of its Compensation and Human Resources Committee (which was also comprised of McGoey, Cytrynbaum, Colbran, Smith and Mitrovich) was to receive Sale Awards based on these decisions, no independent compensation consultant was consulted by either the Board or the Committee regarding the propriety of these awards.

18. Likewise, Look's former officers and directors did not inform the Monitor, or even Look's own corporate counsel, Stikeman Elliot LLP, or their counsel for the CBCA proceedings, Thornton Grout Finnigan LLP, about these Sale Awards. They also chose not to disclose the Sale Awards to the market despite the fact the amounts involved were material to Look. These Sale Awards were extraordinary and unjustifiable in the circumstances of this failed company's asset liquidation, and represented an appropriation of the sales proceeds to the significant detriment of Look's shareholders. These Sale Awards violated the fundamental tenets of the CBCA process (fairness, transparency and maximizing shareholder value), this Court's Orders and the multiple assurances given to shareholders and this Court regarding the manner in which this process would be conducted.

Look's Disclosure of the Sale Awards In Its Third Quarter 2009 Interim Financial Statements Was Misleading

19. On July 21, 2009, Look issued a news release (the "**July 21 News Release**") and its Third Quarter Interim Financial Statement for the three and nine month periods ending May 31, 2009 (the "**Third Quarter 2009 Interim Financial Statements**"). The July 21 News Release and the Third Quarter Interim Financial Statements reported for the first time that Look had incurred $20,418,000 in "Restructuring Charges" in the third quarter (ending May 31, 2009). The Restructuring Charges were said to include "site restoration charges, lease commitments, human resources restructuring charges" and approximately $9,000,000 in "equity cancellation payments", each of which related to the sale to Inukshuk. Neither the July 21 News Release nor the Third Quarter 2009 Interim Financial Statements disclosed that (i) the majority of the $9,000,000 of "equity cancellation payments" would be paid to Look's senior management and directors, (ii) that these payments would be made based on an assumed share value of $0.40 per share (when the market share price at that time was $0.215), or (iii) that the remaining $11,000,0000 was to be paid out as bonuses. These omissions were material and the disclosure made was misleading.

The August 25, 2009 Allocation of Cash Bonuses to Look's Senior Management

20. On August 25, 2009, Look's former officers and directors decided to allocate $8,307,000 of the approximately $11,000,000 cash bonus pool to themselves as follows:

(a) Gerald McGoey $2,400,000;

(b) Michael Cytrynbaum $2,400,000;

(c) Alex Dolgonos $2,400,000; and

(d) Jason Redman $1,107,000.

The Closing of the Sale to Inukshuk and the Payment of the Sale Awards

21. On September 11, 2009, Inukshuk paid $50,000,000 to Look as the final balance owing on the sale to Inukshuk. The sale closed, but the Monitor was not discharged as Look had agreed to support Inukshuk's efforts to obtain a transfer of Look's broadcast license to Inukshuk.

22. In violation of the Sale Approval Order, between September 11, 2009, and December 1, 2009, Look paid out the Sale Awards previously authorized by the board on June 16, 2009.

23. The Sale Awards made to Cytrynbaum, McGoey and Dolgonos were paid to companies they owned or controlled without withholding for income tax.

24. All of the Sale Awards were paid prior to December 31, 2009, despite paragraph 19 of the Sale Approval Order which prohibited any such payments prior to that date. All of the Sale Awards constituted non-ordinary course transactions entered into by Look prior to the closing of the sale, despite paragraph 19 of the Sale Approval Order which prohibited Look from entering into any such transactions at that time.

25. In total, the Sale Awards paid to Look's former officers and directors were as follows:

Name and Position	"Cancellation Payment" for Options and SARs	Cash Bonus Pool Payment	Total Sale Awards Received (from Look)
McGoey - Vice-Chairman of the Board of Directors - member of the Compensation and Human Resources (C&HRC) - CEO	$3,165,696	$2,400,000	$5,565,696
Cytrynbaum - Executive Chairman of the Board of Directors - member of the C&HRC	$1,746,104	$2,400,000	$4,146,104
Scott Colbran - non-executive member of the Board of Directors - member of the C&HRC	$195,367	-	$195,367
Stuart Smith - non-executive member of the Board of Directors - member of the C&HRC	$195,367	-	$195,367
Louis Mitrovich - non-executive member of the Board of Directors - member of the C&HRC	$195,367	-	$195,367
Alex Dolgonos - Chief Technology Officer	$1,550,737	$2,400,000	$3,950,737

Name and Position	"Cancellation Payment" for Options and SARs	Cash Bonus Pool Payment	Total Sale Awards Received (from Look)
Jason Redman - Senior Vice-President and CFO	$393,000	$1,107,000	$1,500,000
Totals	**$7,441,639**	**$8,307,000**	**$15,748,639**

26. As is evident from the table above, Look's Board was comprised of two members of senior management (McGoey and Cytrynbaum) and three non-executive directors (Colbran, Smith and Mitrovich), all five of whom received Sale Awards. Look's Compensation and Human Resources Committee, which was responsible for overseeing any compensation issues, was made up of the same five members, all five of whom received Sale Awards.

Look's Disclosure of the Sale Awards in January 2010

27. On January 19, 2010, Look issued its Notice of Annual and Special Meeting of Shareholders to be held on February 23, 2010 and Management Information Circular for the fiscal year 2009 (the "**2009 MIC**"). The 2009 MIC disclosed, for the first time, that the Sale Awards (which had been approved by the board six months earlier on June 16, 2009) had been paid to the former officers and directors of Look, and also to Dolgonos, Joseé Provost (Vice President of Sales) and Owen Scicluna (Director of Engineering).

28. The disclosure in the 2009 MIC incited significant shareholder protest which was communicated to the Company and to securities regulators. As discussed further below, the Sale Awards also incited substantial litigation.

29. In the 2009 MIC, Look stated that: "*The amounts of the contingent restructuring awards payable to executives, directors and senior management, after extensive consultation with the CEO and legal counsel, were approved by the Compensation and Human Resources Committee and the Board of Directors based on the position of such executives within the Corporation and their role in the transaction involving the sale of the spectrum and broadcast license and the resulting restructuring of the Corporation.*" (Emphasis added). This statement was added without the consent of corporate counsel to the company, Stikeman Elliot LLP ("**Stikeman**"), and after Stikeman had "signed off" on what it believed to be the final version of the 2009 MIC. Indeed, Stikeman has confirmed that it did not provide any advice to Look, its Board or to the Compensation and Human Resources Committee concerning the amount of the Sale Awards, generally or specifically. Once again, these statements were materially misleading to shareholders.

The Regulator's Questions and Look's Misleading Answers

30. In March and April of 2010, the TSX Venture Exchange (Compliance & Disclosure department) and the Autorité Des Marchés Financiers (Continuous Disclosure department) wrote to Look raising several concerns they had regarding the Sale Awards, in particular, the manner in which they had been approved by Look. In responses provided by Look to the regulators, Look advised that Look had only determined the amount of the Sale Awards to be awarded to each director and member of senior management after the Compensation and Human Resources Committee had "*engaged in active and extensive discussions with, and considered recommendations from, the CEO and the Corporation's legal counsel (that is, Stikeman Elliot LLP, Look's external legal counsel*") [Emphasis added.] Likewise, Look advised that: "*In general, Stikemans Elliott LLP, the Corporation's external legal counsel,*

advised the Corporation and the Board of Directors throughout the process of awarding the CRAs." [Emphasis added.] These statements were materially misleading to the regulators. As stated above, Stikeman has confirmed that Look, its Board and its Compensation and Human Resources Committee never sought the advice of Stikeman (or any other legal advice) concerning the appropriateness of the amount, generally or specifically, of the Sale Awards that they paid to themselves. In addition, Look did not, as would be the practice, seek the advice of any external compensation consultants either. Nor did they have an independent Board or Committee, not to mention appropriate disclosure or Court approval.

The Second Plan of Arrangement

31. On April 22, 2010, the former directors and officers caused Look to issue a new application seeking another court order to convene a shareholder meeting for the purposes of (i) having shareholders approve another plan of arrangement for the sale of Look's few remaining assets (which the Company was already authorized to sell under the Orders already granted); and (ii) to approve releases by the Company and its stakeholders of its directors, officers, employees and consultants for any liability they may have as a result of having approved and received the Sale Awards. According to the materials filed, the releases were required to allow the Company to avoid making payments for indemnification of the legal costs that would be incurred if directors and officers were required to answer shareholder claims.

32. On April 23, 2010, the court ordered that Look could proceed with a shareholders' meeting to consider the second plan of arrangement and the proposed releases by the Company and its stakeholders of the former officers and directors. Despite receiving that

order, Look never convened the shareholders' meeting and the application was abandoned on May 3, 2010.

UBS Board's Compensation Awards and the Revolt of UBS Shareholders

33. The officers and directors of Look's parent Company, Unique Broadband Systems, Inc. ("**UBS**"), the largest shareholder of Look whose Board was also comprised of the former officers and directors of Look, awarded themselves $5.7 million in compensation awards as a result of the sale of Look's spectrum and broadcast license to Inukshuk. UBS' shareholders protested against these awards and at UBS' Annual General Meeting held on July 5, 2010, successfully introduced a new Board of Directors for UBS.

34. On July 21, 2010, following their removal as directors of UBS, Look's former officers and directors resigned *en masse* from their positions as directors at Look.

The Legal Actions Commenced by McGoey and Dolgonos Against UBS

35. The change in the board at UBS was followed by among other things, legal claims made by companies owned and controlled by McGoey and Dolgonos against UBS. That litigation is proceeding under court file numbers CV-10-406609 issued by DOL Technologies Inc. on July 12, 2010 (the "**Dolgonos-UBS Action**") and CV-10-406551 issued by Jolian Investments Ltd. on July 12, 2010 (the "**Jolian-UBS Action**"). UBS has issued counterclaims in each of the Dolgonos and Jolian UBS actions.

36. On December 22, 2010, a numbered company controlled by Dolgonos also commenced an oppression claim against UBS' new directors. The oppression claim is

proceeding under the court file number CV10-9036-00CL (the "**Dolgonos Oppression Action**").

Look Settles with Mitrovich

37. On February 15, 2011, Look and UBS settled with Louis Mitrovich ("**Mitrovich**"), who was one of Look's former directors and who participated in authorizing (and who received) the Sale Awards. Mr. Mitrovich served as a non-executive director of Look from 2004 until July 21, 2010, when that Board resigned *en masse*. Mr. Mitrovich also served as a member of Look's Compensation and Human Resources Committee (which had direct responsibility over the issue of the Sale Awards) and also as Chair of Look's Audit Committee. Look did not name Mitrovich as a defendant in its claim for damages because it reached a settlement with him.

38. As part of his settlement with Look, Mitrovich agreed to return $100,000 (of the $195,367) that he received in Sale Awards from Look and to cooperate in providing information and documents to Look that related to the decision to grant the Sale Awards.

UBS Files for CCAA Protection

39. On July 5, 2011, UBS filed for and received protection from its creditors under the CCAA. The CCAA order stayed the litigation between UBS, McGoey and Dolgonos. It did not stay the Dolgonos Oppression Action.

Look's Claim for Damages

40. On July 6, 2011, Look issued a civil claim, Court File No. CV-11-9291-00CL (the "**Look Action**"), seeking recovery of the Sale Awards and punitive damages from Look's former officers and directors. That claim has not yet been defended.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

(a) Affidavit of David McCarthy, Stikeman, Elliott LLP, sworn August 3, 2011;

(b) Affidavit of Robert Thornton, Thornton Grout Finnigan LLP, sworn August 10, 2011;

(c) Affidavit of Louis Mitrovich, sworn August 17, 2011;

(d) Affidavit of Michael Thomson, Mercer (Canada) Limited, to be sworn;

(e) Affidavits of Fraser Elliot, to be sworn;

(f) Affidavit of Jeffrey W. Kramer, Kramer Henderson LLP, to be sworn;

(g) Affidavit of David McCarthy, Stikeman, Elliott LLP, to be sworn;

(h) Sections 96, 97, 102, 104, 127, 128, 129 and 130 of the Ontario *Courts of Justice Act*;

(i) Sections 122, 124, 125, 192 and 241 of the *Canada Business Corporation Act*;

(j) Rules 40, 44, 45, 60.05, 60.11 and 60.12 of the Ontario *Rules of Civil Procedure* and;

(k) Such other evidence as counsel may advise and this court may permit.

August 17, 2011

Goodmans LLP
Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

David D. Conklin LSUC#: 34621M
Brendan O'Neill LSUC#: 43331J
Jason Wadden LSUC#: 46757M
Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for Look Communications Inc.

TO: MICHAEL CYTRYNBAUM
Suite 701 – 888 Bute Street
Vancouver, BC V6E 1Y5

AND TO: FIRST FISCAL MANAGEMENT LTD.
2900-550 Burrard Street
Vancouver, BC V6C 0A3

AND TO: GERALD MCGOEY
100 Rosedale Heights
Toronto, ON M4T 1C6

AND TO: JOLIAN INVESTMENTS LIMITED
TD Centre, TD Bank Tower
Suite 4700
Toronto, ON M5K 1E6

AND TO: STUART SMITH
80 Roxborough Street East
Toronto, ON M4W 1V8

AND TO: SCOTT COLBRAN
Pinecreek Farm
6173, 17th Side Road, R.R. #4
Acton, ON L7J 2M1

AND TO: JASON REDMAN
5411 Lakeshore Road
Stouffville, ON L4A 1R1

AND TO: ROY ELLIOTT O'CONNOR LLP
Suite 2300, 200 Front Street West
Toronto, Ontario M5V 3K2

Peter Roy
Telephone No. 416.362.1989
Lawyers for Alex Dolgonos and DOL Technologies Inc.

AND TO: BORDEN, LADNER, GERVAIS LLP
Scotia Plaza
40 King Street West 44th Floor
Toronto Ontario M5H 3Y4

Roger Jaipargas
Telephone No. 416.367.6266
Lawyers for Grant Thornton LLP

IN THE MATTER OF LOOK COMMUNICATIONS INC.
Applicant

Court File No: 08-CL-7877

AND IN THE MATTER OF AN APPLICATION BY LOOK COMMUNICATIONS INC.
UNDER SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT,
R.S.C. 1985, c. C44, AS AMENDED

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

NOTICE OF MOTION
(Returnable on a date to be fixed by the Court)

Goodmans LLP
Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

David D. Conklin LSUC#: 34621M
Brendan O'Neill LSUC#: 43331J
Jason Wadden LSUC#: 46757M
Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for Look Communications Inc

\5988599

THIS IS EXHIBIT "D" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012

A COMMISSIONER FOR TAKING OATHS

Court File No.: CV-11-9283-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR	)	**TUESDAY, THE 5TH DAY**
	)	
JUSTICE WILTON-SIEGEL	)	**OF JULY, 2011**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIQUE BROADBAND SYSTEMS, INC.

INITIAL ORDER

THIS APPLICATION, made by the Unique Broadband Systems, Inc. ("**UBS**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Robert Ulicki sworn 4 July 2011 and the Exhibits thereto, and on being advised that there or no secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, and on reading the consent of RSM Richter Inc. ("**Richter**" or, in its capacity as monitor, the "**Monitor**") to act as the monitor,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that UBS and its wholly owned subsidiary UBS Wireless Services Inc. (together, the "**Applicant**") are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. **THIS COURT ORDERS** that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property. The Applicant shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

   (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

   (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

6. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

   (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

   (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

7. **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

   (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

8. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

9. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

10. **THIS COURT ORDERS** that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

11. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicant of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

12. **THIS COURT ORDERS** that until and including 4 August 2011, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

13. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

14. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

15. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

16. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

17. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

APPOINTMENT OF MONITOR

18. **THIS COURT ORDERS** that Richter is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

19. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicant's receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) advise the Applicant in its preparation of the Applicant's cash flow statements;

(d) advise the Applicant in its development of the Plan and any amendments to the Plan;

(e) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;

(g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(h) perform such other duties as are required by this Order or by this Court from time to time.

20. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

21. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary

to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

22. **THIS COURT ORDERS** that that the Monitor shall provide any creditor [or shareholder] of the Applicant with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

23. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

24. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each

case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a b-weekly basis.

25. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

26. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, if any, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $750,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 28.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

27. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

28. **THIS COURT ORDERS** that the Administration Charge shall constitute a charge on the Property and the Administration Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

29. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant or cause to be granted any Encumbrances that rank in priority to, or *pari passu* with, the Administration Charge unless the Applicant also obtains the prior written consent of the Monitor, and the beneficiaries of the Administration Charge (the "**Chargees**"), or further Order of this Court.

30. **THIS COURT ORDERS** that the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees entitled to the benefit of the Administration Charge shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Administration Charge shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Administration Charge; and

(c) the payments made by the Applicant pursuant to this Order, and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive

conduct, or other challengeable or voidable transactions under any applicable law.

31. **THIS COURT ORDERS** that any Administration Charge created by this Order over leases of real property in Canada shall only be a Administration Charge in the Applicant's interest in such real property leases.

SERVICE AND NOTICE

32. **THIS COURT ORDERS** that the Monitor shall (a) without delay, publish in *The Globe & Mail* a notice containing the information prescribed under the CCAA, (b) within five days after the date of this Order, (i) make this Order publicly available in the manner prescribed under the CCAA, (ii) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than $1,000, and (c) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

33. **THIS COURT ORDERS** that the Applicant and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

34. **THIS COURT ORDERS** that the Applicant, the Monitor, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email

addresses as recorded on the Service List from time to time, and the Monitor may post a copy of any or all such materials on its website at www.rsmrichter.com.

GENERAL

35. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

36. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

37. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

38. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

39. **THIS COURT ORDERS** that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than

set aside,

seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

40. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

G. Hainey J.

TOR_LAW\ 7690019\5

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JUL 05 2011

PER/PAR:

Court File No.: CV-11-9283-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.C-36, AS AMENDED

AND IN THE MATTER OF THE A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIQUE BROADBAND SYSTEMS INC.
(the "**Applicant**")

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

(PROCEEDING COMMENCED AT TORONTO)

ORDER

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

E. Patrick Shea
LSUC No.: 39655K
Telephone: (416) 369-7399
Facsimile: (416) 862-7661

SOLICITORS FOR THE APPLICANT

THIS IS EXHIBIT "E" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012

A COMMISSIONER FOR TAKING OATHS

Court File No.: CV-11-9283-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	**THURSDAY, THE 4TH DAY**
	)	
JUSTICE WILTON-SIEGEL	)	**OF AUGUST, 2011**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIQUE BROADBAND SYSTEMS, INC.

FIRST EXTENSION

AND

CLAIMS BAR PROCEDURE ORDER

THIS MOTION, made by Unique Broadband Systems, Inc. ("**UBS**") and UBS Wireless Services Inc. ("**UBSW**" and, together with UBS, the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Robert Ulicki sworn 22 July 2011 and the Exhibits thereto and the First Report of RSM Richter Inc. (the "**Monitor**") in its capacity as Montor of UBS and UBSW,

SERVICE

[1] **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

EXTENSION OF STAY

[2] **THIS COURT ORDERS AND DECLARES** that the Stay Period (as defined in the Initial Order dated 5 July 2011) be and is hereby extended to 31 October 2011.

DEFINITIONS

[3] **THIS COURT ORDERS** that the following terms in this Order shall, unless otherwise indicated, have the following meanings ascribed thereto:

a) "**Business Day**" means a day, other than a Saturday, a Sunday, or a day when banks are not open for business in the Province of Ontario;

b) "**CCAA Proceedings**" means the proceedings in respect of the UBS and UBSW before the Court commenced pursuant to the CCAA;

c) "**Claim**" means any right or claim of any Person against any of the Applicants in connection with any indebtedness, liability or obligation of any kind whatsoever of any of the Applicants, owed to such Person and any interest accrued thereon or costs payable in respect thereof, whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, together with any other claims of any kind that, if unsecured, would have

been claims provable in bankruptcy had the Applicants become bankrupt on the Determination Date;

d) "**Claims Bar Date**" means 19 September 2011 at 1700 Eastern Time;

e) "**Claims Officer**" means the individual(s) appointed as claims officer(s) pursuant to paragraph **[11]** of this Order;

f) "**Claims Package**" means the document package which shall include the Notice to Creditors, the Proof of Claim Form and the Creditors' Instructions;

g) "**Court**" means the Ontario Superior Court of Justice (Commercial List);

h) "**Creditor**" means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, or other Person acting on behalf of such Person.

i) "**Creditors' Instructions**" means an instruction letter substantially in the form attached hereto as **Schedule "A"** regarding the completion of a Proof of Claim Form;

j) "**Creditors' List**" means the list of Creditors prepared in accordance with s. 23(1) of the CCAA;

k) "**Determination Date**" means 5 July 2011;

l) "**Dispute Package**" means, with respect to any Claim, a copy of the related Proof of Claim Form, Notice of Revision or Disallowance and Notice of Dispute;

m) "**Disputed Claim**" means a Claim in respect of which a Notice of Dispute has been delivered.

n) "**Initial Order**" means the order of this Court made under the CCAA on 5 July 2011, as amended and/or restated from time to time thereafter;

o) "**Known Creditor**" means the Creditors listed on the Creditors' List;

p) "**Notice of Dispute**" means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance, which notice shall be substantially in the form attached hereto as **Schedule "B"**;

q) "**Notice of Revision or Disallowance**" means the notice advising a Creditor that the Monitor has revised or rejected all or part of such Creditor's Claim set out in its Proof of Claim Form and setting out the reasons for such revision or disallowance, which notice shall be substantially in the form attached hereto as **Schedule "C"**;

r) "**Notice to Creditors**" means the notice substantially in the form attached hereto as **Schedule "D"**;

s) "**Person**" means any individual, partnership, firm, joint venture, trust, entity, corporation, limited or unlimited liability company, body corporate, unincorporated association or organization, governmental body or agency, or similar entity, howsoever designated or constituted and any individual or other entity owned or controlled by or which is the agent of any of the foregoing;

t) "**Plan**" means a plan of compromise or arrangement filed or to be filed by one or more of the Applicants pursuant to the CCAA, as such plan may be amended or supplemented from time to time;

u) "**Proof of Claim Form**" means the form to be completed and filed by a Creditor setting forth its purported Claim, which Proof of Claim Form shall be substantially in the form attached hereto as **Schedule "E"**;

v) "**Proven Claim**" means the amount of any Claim of any Creditor as of the Determination Date, filed and determined in accordance with the provisions of the CCAA and this Order;

w) "**Publication Date**" means the date on which the publication of the Newspaper Notice in accordance with this Order has been completed.

NOTICE OF CLAIMS

[4] **THIS COURT ORDERS** that the Monitor shall cause the Notice to Creditors to be placed in *The Globe & Mail* (National Edition) as soon as possible following the issuance of this Order, but in any event no later than 15 August 2011.

[5] **ORDERS** that the Monitor shall send a copy of the Claims Package to each Known Creditor at the last known address for each Known Creditor by no later than 15 August 2011.

[6] **THIS COURT ORDERS** that the Monitor shall cause a copy of the Claims Package to be sent to any Person requesting a Claims Package.

[7] **THIS COURT ORDERS** that the publication of the Notice to Creditors, the posting of the Claims Package on the Monitor's website and the mailing of the Claims Package to the Known Creditors as well as to any other Person requesting such material in accordance with the requirements of this Order shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert Claims and that no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

FILING OF PROOFS OF CLAIM

[8] **THIS COURT ORDERS** that every Creditor asserting a Claim against the Applicants shall complete a Proof of Claim Form and deliver it to the Monitor so that it is actually received by the Monitor by no later than the Claims Bar Date.

[9] **THIS COURT ORDERS** that, unless otherwise authorized by this Court, any Creditor who does not file a Proof of Claim Form in respect of a Claim in accordance with this Order by the Claims Bar Date shall be forever barred from asserting such Claim against any of the Applicants and such Claim shall be forever extinguished and any holder of such Claim shall not be entitled to participate as a Creditor in the CCAA Proceedings or receive any further notice in respect of those proceedings and shall not be entitled to vote on any matter in those proceedings, including any Plan, or from advancing a Claim against the Applicants or from receiving a distribution under any Plan or otherwise from the Applicants, or the Monitor on behalf of the Applicants, in respect of such Claim.

REVIEW AND DETERMINATION OF CLAIMS

[10] **THIS COURT ORDERS** that the following procedure shall apply where a Creditor delivers a Proof of Claim Form to the Monitor on or before the Claims Bar Date:

a) the Monitor, together with the Applicants, shall review the Proof of Claim Form and the terms set out therein;

b) where the Applicants advise the Monitor that they dispute a Claim or the quantum asserted as owing by a Creditor, the Monitor shall a Notice of Revision or Disallowance to that Creditor;

c) a Creditor who receives a Notice of Revision or Disallowance and wishes to dispute it shall, within twenty (20) Business Days of receipt by the Creditor of the Notice of Revision or Disallowance, send a Notice of Dispute to the Monitor setting out the basis for the dispute;

d) unless otherwise authorized by this Court, if the Creditor does not provide a Notice of Dispute to the Monitor within the time period provided for above, such Creditor shall be deemed to have accepted the value of its Claim as set out in the Notice of Revision or Disallowance;

e) within fifteen (15) Business Days of receipt of a Notice of Dispute, the Monitor shall, after consulting with the Applicants and the applicable Creditor as to whether the matters set out in the Notice of Revision or Disallowance and the Notice of Dispute are most appropriate for determination by a Claims Officer or a Judge of the Court, the Monitor shall:

(i) if the Applicant and the Creditor agree that the Disputed Claim should be determined by a Claims Officer: either (A) bring a motion to have a Claims Officer appointed to determine the Disputed Claim, or (B) assign the Disputed Claim to a Claims Officer already appointed by the Court to determine Disputed Claims;

(ii) if the Creditor and the Applicant agree that the Disputed Claim should be determined by a Judge of the Court, bring a motion seeking to have a Judge of the Court assigned to determine the Disputed Claim; or

(iii) if there is a dispute between the Creditor and the Applicant as to how the Disputed Claim should be determined, bring a motion to the Court to obtain advice and directions as to whether the Disputed Claim should be determined by a Claims Officer or a Judge of the Court;

f) the Monitor shall deliver a Dispute Package to the Claims Officer or the Judge assigned to determine the Claim; and

g) the Monitor shall not be required to send to any Creditor a confirmation of receipt by the Monitor of any document provided by a Creditor pursuant to this Order and each Creditor shall be responsible for obtaining proof of delivery, if they so require, through their choice of delivery method.

CLAIMS OFFICER

[11] **THIS COURT ORDERS** that the Court may appoint a person or persons to act as Claims Officers for the purpose of resolving any Disputed Claims.

[12] **THIS COURT ORDERS** that the Claims Officer shall incur no liability or obligation as a result of its appointment or the fulfilling of its duties in carrying out of the provisions of this Claims Order, save and except for any gross negligence or willful misconduct on its part. The Applicants shall indemnify and hold harmless the Claims Officer with respect to any liability or obligation as a result of its appointment or the fulfilling of its duties in carrying out the provisions of this Claims Order, save and except for any gross negligence or willful misconduct on its part. No action, application or other proceeding shall be commenced against the Claims Officer as a result of, or relating in any way to its appointment as the Claims Officer, the fulfillment of its duties as the Claims Officer or the carrying out of any Order of this Court except with leave of this Court being obtained, and notice of any such motion seeking leave of this Court shall be served upon the Applicants, the Monitor and the Claims Officer at least seven (7) days prior to the return date of any such motion for leave.

[13] **THIS COURT ORDERS** that, subject to further Order of the Court, the parties to the Disputed Claim may offer evidence in support of or in opposition to the Disputed Claim, and the Claims Officer shall, after consultation with the Applicants and the Creditor, determine the manner in which any such evidence may be brought before him by the parties, as well as any other procedural or evidentiary matter that may arise in respect of the hearing of a Disputed Claim, including, without limitation, the production of documents by any of the parties involved in the hearing of a Disputed Claim; provided, for greater certainty, that the hearing of the Disputed Claim and all such determinations made therein and in connection therewith, including procedural or evidentiary matter, shall be made in accordance with applicable common law in the Province of Ontario.

[14] **THIS COURT ORDERS** that the Claims Officer may, at any time, engage such advisors as it deems necessary or appropriate to inquire into and report on any question of fact, opinion or law relating to the hearing of a Disputed Claim.

[15] **THIS COURT ORDERS** that the Claims Officer shall have the discretion to determine by whom and to what extent the costs of any hearing before the Claims Officer shall be paid.

APPEAL OF CLAIMS OFFICER DETERMINATION

[16] **THIS COURT ORDERS** that the Applicants or the Creditor may, at his/her/its/their own expense, appeal the Claims Officer's determination of a Disputed Claim to this Court within twenty-one (21) calendar days of notification of the Claims Officer's determination of such Creditor's Claim by serving upon the Applicants or the Creditor, as applicable, and the Monitor and filing with this Court a notice of motion returnable on a date to be fixed by this Court as soon as practicable. If an appeal is not filed within such period in strict accordance with this Order, then the Claim Officer's determination shall, subject to further order of this Court, be final and binding in all respects, with no further right of appeal.

[17] **THIS COURT ORDERS** that findings of fact made by a Claims Officer in respect of a Disputed Claim shall be final and binding and shall not be subject to review on appeal to this Court, unless the Court determines that said findings of fact made by the Claims Officer constitute a palpable and overriding error.

NOTICES AND COMMUNICATIONS

[18] **THIS COURT ORDERS** that any notice or other communication to be given in connection with this Order by the Applicants or the Monitor to a Creditor, other than the Notice to Creditors to be published as provided by this Order, will be sufficiently given to a Creditor if given by registered mail, by courier, by delivery or by facsimile transmission or electronic mail to the Creditor to such address, facsimile number or e-mail address appearing in the books and records of the Applicants or in any Proof of Claim Form filed by the Creditor. Any such notice or other communication (a) if given by registered mail, shall be deemed received on the third (3rd) Business Day after mailing to a destination within Ontario, the fifth (5th) Business Day after mailing to a destination elsewhere within Canada or to the United States and the tenth (10th) Business Day after mailing to

any other destination; (b) if given by courier or delivery, shall be deemed received on the Business Day following dispatch; (c) if given by facsimile transmission or electronic mail before 1700. on a Business Day, shall be deemed received on such Business Day; and (d) if given by facsimile transmission or electronic mail after 1700 on a Business Day, shall be deemed received on the following Business Day.

[19] **THIS COURT ORDERS** that, in the event that the day on which any notice or communication required to be delivered pursuant to this Order is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day.

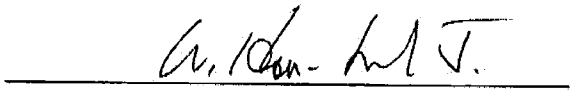
[20] **THIS COURT ORDERS** that, if during any period during which notices or other communication are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications then not received or deemed received shall not, absent further Order of this Court, be effective. Notices and other communications given hereunder during the course of any such postal strike or postal work stoppage of general application shall only be effective if given by electronic mail, courier, delivery or facsimile transmission in accordance with this Order.

GENERAL PROVISIONS

[21] **THIS COURT ORDERS** that for the purposes of this Order, all Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian dollars on the Determination Date.

[22] **THIS COURT ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents.

[23] **THIS COURT OREDERS** that the Monitor may apply to this Court for directions regarding its obligations in respect of the claims process provided for in this Claims Order.



TOR_LAW\ 7711199\2

SCHEDULE "A"

INSTRUCTION LETTER
FOR THE CLAIMS PROCEDURE FOR

UNIQUE BROADBAND SYSTEMS, INC. ("UBS") AND UBS WIRELESS SERVICES INC. ("UBSW" AND, TOGETHER WITH UBS, THE "APPLICANTS")

CLAIMS PROCESS

By Order dated 4 August 2011 (as may be amended from time to time, the "**Claims Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"), RSM Richter Inc. in its capacity as Court-appointed Monitor of the Applicants, has been authorized to conduct a claims process (the "**Claims Process**"). A copy of the Claims Order can be obtained from the Monitor's website at www.rsmrichter.com

This letter provides general instructions for completing the Proof of Claim form. As of the date of this instruction letter, there have been no proposed plans of arrangement or compromise pursuant to the CCAA. Capitalized terms not defined within this instruction letter shall have the meaning set out in the Claims Order. You should review the Claims Order carefully for all terms defined therein.

The Claims Process is intended for any Person with a Claim of any kind or nature whatsoever, against any or all of the Applicants arising on or prior to 5 July 2011, whether unliquidated, contingent or otherwise.

All notices and inquiries with respect to the Claims Process should be directed to the Monitor at the address below:

RSM Richter Inc.
200 King Street West, Suite 1100
Toronto ON M5H 3T4

Attention:	**Lana Bezner**
Telephone:	**416-932-6009**
Fax:	**416-932-6200**
Email:	**lbezner@rsmrichter.com**

FOR CREDITORS SUBMITTING A PROOF OF CLAIM FORM

If you believe that you have a Claim against any or all of the Applicants you must file a Proof of Claim form with the Monitor. All Proofs of Claim for Claims arising prior to 5 July 2011 must be received by the Monitor **before 5:00 pm (Eastern Standard Time) on 19 September 2011 (the "Claims Bar Date")**, unless the Monitor and the Applicants agree in writing or the Court orders that the Proof of Claim be accepted after that date. If your claim is not received by the Claims Bar Date, it will be forever barred and extinguished and you will not be entitled to participate in any Plan.

Additional Proof of Claim forms can be obtained from the Monitor's website at www.rsmrichter.com or by contacting the Monitor at **416-932-6009** or **lbezner@rsmrichter.com** and by providing the particulars as to your name, address, facsimile number, email address and contact person. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

DATED this _____ day of _____, 2011.

SCHEDULE "B"

NOTICEOF DISPUTE

UNIQUE BROADBAND SYSTEMS, INC. ("UBS") AND UBS WIRELESS SERVICES INC. ("UBSW" AND, TOGETHER WITH UBS, THE "APPLICANTS")

Applicant(s) against which a Claim is asserted:

☐ USB ☐ USBW

1. **Particulars of Creditor**

(a) Full Legal Name of Creditor (include trade name, if different):

_____

(the "**Creditor**").

(b) Full Mailing Address of the Creditor:

_____

_____

(c) Other Contact Information of the Creditor:

Telephone Number:

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

_____

2. **Particulars of original Creditor from whom you acquired the Claim, if applicable:**

(a) Have you acquired this Claim by assignment? If yes, if not already provided, attach documents evidencing assignment.

☐ Yes ☐ No

(b) Full Legal Name of original creditor(s):

3. **Dispute of Revision or Disallowance of Claim for Voting and/or Distribution Purposes**

The Creditor hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

	Amount Allowed by Monitor / **Amount Claimed by Creditor**
Secured Claim	
Unsecured Claim	

If you are Disputing a Claim against more than one of the Applicants, please complete a Dispute Notice for each disputed Claim.

REASON(S) FOR THE DISPUTE (ATTACHED)

(You must include a list of reasons as to why you are disputing your Claim as set out in the Notice of Revision or Disallowance.)

SERVICE OF DISPUTE NOTICES

If you intend to dispute the Notice of Revision or Disallowance, you must deliver to the Monitor this Dispute Notice **by 5:00 p.m. (Eastern Standard Time) on the date that is twenty (20) Business Days after receipt of this Notice of Revision or Disallowance** to the following address:

RSM Richter Inc.
200 King Street West, Suite 1100
Toronto ON M5H 3T4

Attention: **Lana Bezner**
Telephone: **416-932-6009**
Fax: **416-932-6200**
Email: **lbezner@rsmrichter.com**

THE TIMING FOR THE DEEMED RECEIPT OF CORRESPONDENCE IS SET OUT IN THE CLAIMS ORDER.

[SEE NEXT PAGE FOR SIGNATURE]

DATED this _____ day of _____ 2011.

Name of Creditor:

_____
(Name)

Witness

Per: _____
Name:
Title:
(*please print*)

SCHEDULE "C"

NOTICE OF REVISION OR DISALLOWANCE

UNIQUE BROADBAND SYSTEMS, INC. ("UBS") AND UBS WIRELESS SERVICES INC. ("UBSW" AND, TOGETHER WITH UBS, THE "APPLICANTS")

TO:

_____

(Name of Creditor)

Capitalized terms not defined within this Notice of Revision or Disallowance shall have the meaning ascribed thereto in the order of the Ontario Superior Court of Justice (Commercial List) dated 4 August 2011 (the "**Claims Order**").

Pursuant to the Claims Order, RSM Richter Inc., in its capacity as Court-appointed Monitor of the Applicants, hereby gives you notice that the Applicants, with the assistance of the Monitor, has reviewed your Proof of Claim and has revised or disallowed your Claim. Subject to further dispute by you in accordance with the Claims Order, your Claim will be allowed or disallowed as follows:

(a) UBS

	Amount Claimed by Creditor	**Amount Allowed by Monitor**
Secured Claim		
Unsecured Claim		

(b) UBSW

	Amount Claimed by Creditor	**Amount Allowed by Monitor**
Secured Claim		
Unsecured Claim		

REASON(S) FOR THE REVISION OR DISALLOWANCE

_____

_____

_____

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must deliver to the Monitor a Dispute Notice (in the form enclosed) **by 5:00 p.m. (Eastern Standard Time) on the date that is twenty (20) Business Days after receipt of this Notice of Revision or Disallowance** to the following address.

RSM Richter Inc.
200 King Street West, Suite 1100
Toronto ON M5H 3T4

Attention:	**Lana Bezner**
Telephone:	**416-932-6009**
Fax:	**416-932-6200**
Email:	**lbezner@rsmrichter.com**

THE TIMING FOR THE DEEMED RECEIPT OF CORRESPONDENCE IS SET OUT IN THE CLAIMS ORDER.

IF YOU FAIL TO FILE YOUR DISPUTE NOTICE BY 5:00 P.M. (EASTERN STANDARD TIME) ON THE DATE THAT IS TWENTY (20) BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE OF REVISION OR DISALLOWANCE THE VALUE OF YOUR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.

DATED this _____ day of _____, 2011.

SCHEDULE "D"

NOTICE TO CREDITORS AND OTHERS OF FILING CLAIMS AS AGAINST

UNIQUE BROADBAND SYSTEMS, INC. ("UBS") AND UBS WIRELESS SERVICES INC. ("UBSW" AND, TOGETHER WITH UBS, THE "APPLICANTS")

RE: NOTICE OF CLAIMS PROCESS AND CLAMS BAR DATE

PLEASE TAKE NOTICE that this notice is being published pursuant to an Order of the Superior Court of Justice of Ontario made 4 August 2011 (the "**Claims Order**"). The Court has ordered that the Court-appointed Monitor of the Applicants, RSM Richter Inc. (the "**Monitor**"), send Proof of Claim Document Packages to the Known Creditors of the CCAA Parties as part of the Court-approved claims process (the "**Claims Process**"). All capitalized terms shall have the meaning given to those terms in the Claims Order.

The Claims Order, the Proof of Claim Document Package, additional Proofs of Claim and related materials may be accessed from the Monitor's website at www.rsmrichter.com.

Please take notice that any person who believes that they have a Claim against Applicants that existed as at the date of the 5 July 2011 must send a Proof of Claim to the Monitor to be received **before 5:00 p.m. (Eastern Standard Time) on 19 September 2011 (the "Claims Bar Date")**.

PROOFS OF CLAIM MUST BE RECEIVED BY THE MONITOR BY THE CLAIMS BAR DATE OR THE APPLICABLE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED.

Reference should be made to the Claims Order for the complete definition of "Claim" to which the Claims Process applies.

The Monitor can be contacted at the following address to request a Proof of Claim Document Package for any other notices or enquiries with respect to the Claims Process:

RSM Richter Inc.
200 King Street West, Suite 1100
Toronto ON M5H 3T4

Attention: **Lana Bezner**
Telephone: **416-932-6009**
Fax: **416-932-6200**
Email: **lbezner@rsmrichter.com**

SCHEDULE "E"

PROOF OF CLAIM

FOR CREDITORS OF UNIQUE BROADBAND SYSTEMS, INC. ("UBS") AND UBS WIRELESS SERVICES INC. ("UBSW" AND, TOGETHER WITH UBS, THE "APPLICANTS")

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim form. Capitalized terms not defined within this Proof of Claim form shall have the meaning ascribed thereto in the Order of the Ontario Superior Court of Justice (Commercial List) dated 4 August 2011, as may be amended from time to time (the "**Claims Order**").

4. **PARTICULARS OF CREDITOR:**

(a) Full Legal Name of Creditor (include trade name, if different):

_____

_____

(the "**Creditor**"). The full legal name should be the name of the Creditor of the Applicant(s), notwithstanding whether an assignment of a Claim, or a portion thereof, has occurred prior to or following 5 July 2011.

(b) Full Mailing Address of the Creditor:

_____

_____

The mailing address should be the mailing address of the Creditor and not any assignee.

(c) Other Contact Information of the Creditor:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

(d) Has the claim set out herein been sold, transferred or assigned by the Creditor to another party?

☐ Yes ☐ No

5. PARTICULARS OF ASSIGNEE(S) (IF APPLICABLE)

If the Claim set out herein has been sold, transferred or assigned, complete the required information set out below. If there is more than one assignee, please attach a separate sheet that contains all of the required information set out below for each assignee.

(a) Full Legal Name of Assignee:

_____

_____

(b) Full Mailing Address of the Assignee:

_____

_____

Other Contact Information of the Assignee:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

6. PROOF OF CLAIM – CLAIM AGAINST THE APPLICANT(S)

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

(a) That I:

☐ am a Creditor of one or more of the Applicants; **OR**

☐ Am

_____

(state position or title)

Of

_____

(name of Creditor)

(b) That I have knowledge of all the circumstances connected with the Claim described and set out below;

(c) The Applicant(s) was and still is indebted to the Creditor as follows (include all Claims that you assert against the Applicant(s). Claims should be filed in the currency of the transactions, with reference to the contractual rate of interest, if any, and such currency should be indicated as provided below in respect of the following Claim(s):

(complete using original currency and amount)

	Amount of Claim	**Currency**	**Secured**	**Unsecured**
☐ **USB**			☐	☐
☐ **USBW**			☐	☐

7. **NATURE OF CLAIM – Complete ONLY if you are asserting a Secured Claim**

Applicant: _____

☐ Secured Claim of $ _____

(Original Currency and amount)

In respect of this debt, I hold security over the assets of the Applicant(s) valued at

$ _____

(Original Currency and amount)

the particulars of which security and value are attached to this Proof of Claim form.

(Give full particulars of the security, including the date on which the security was given, the value which you ascribe to the assets charged by your security, the basis for such valuation and attach a copy of the security documents evidencing the security.)

(If you are asserting multiple secured claims, against one or more of the Applicants, please provide full details of your security against each of the Applicants)

8. PARTICULARS OF CLAIM

Other than as already set out herein, the particulars of the undersigned's total Claim against the Applicant(s) are attached on a separate sheet.

Provide all particulars of the Claim and supporting documentation that you feel will assist in the determination of your claim. ***at a minimum, you are required to provide (if applicable) the invoice date, invoice number, the amount of each outstanding invoice and the related purchase order number.*** *Further particulars may include the following if applicable: a description of the transaction(s) or agreement(s) giving rise to the Claim; contractual rate of interest (if applicable); name of any guarantor which has guaranteed the Claim; details of all credits, discounts, etc. claimed; and description of the security if any, granted by the affected Applicant(s) to the Creditor and, the estimated value of such security and the basis for such valuation.*

9. FILING OF CLAIM

This Proof of Claim form must be received by the Monitor by no later than **5:00 p.m. (Eastern Standard Time) on 19 September 2011**, to the following address:

RSM Richter Inc.
200 King Street West, Suite 1100
Toronto ON M5H 3T4

Attention: **Lana Bezner**
Telephone: **416-932-6009**
Fax: **416-932-6200**
Email: **lbezner@rsmrichter.com**

THE TIMING FOR THE DEEMED DELIVERY OF CORRESPONDENCE IS SET OUT IN THE CLAIMS ORDER.

DATED this _____ day of _____, 2011.

Name of Creditor: _____
(Name)

Per: _____
Name:
Title:
(please print)

Court File No.: CV-11-9283-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.C-36, AS AMENDED

AND IN THE MATTER OF THE A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIQUE BROADBAND SYSTEMS INC.
(the "**Applicant**")

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

(PROCEEDING COMMENCED AT TORONTO)

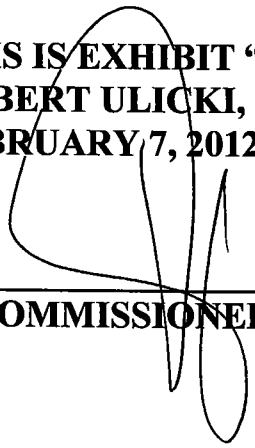
ORDER

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

E. Patrick Shea
LSUC No.: 39655K
Telephone: (416) 369-7399
Facsimile: (416) 862-7661

SOLICITORS FOR THE APPLICANT

THIS IS EXHIBIT "F" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012



A COMMISSIONER FOR TAKING OATHS

Court File No.: CV-11-9283-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	THURS **DAY, THE 27th DAY** MHS
	)	
JUSTICE WILTON-SIEGEL	)	**OF OCTOBER, 2011**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIQUE BROADBAND SYSTEMS, INC.

SECOND EXTENSION

THIS MOTION, made by Unique Broadband Systems, Inc. ("**UBS**") and UBS Wireless Services Inc. ("**UBSW**" and, together with UBS, the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Robert Ulicki sworn 26 October 2011;

SERVICE

[1] **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is property returnable today and hereby dispenses with further service thereof.

EXTENSION OF STAY

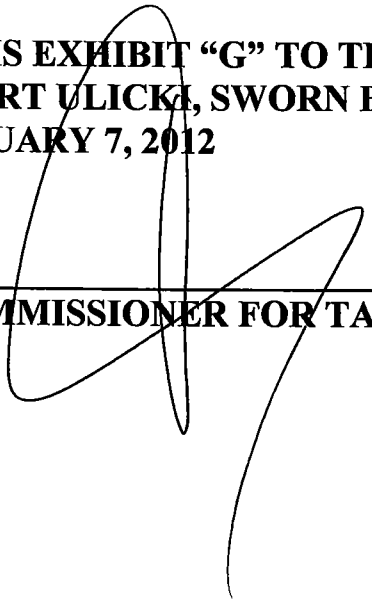
[2] **THIS COURT ORDERS AND DECLARES** that the Stay Period (as defined in the Initial Order dated 5 July 2011) be and is hereby extended to 16 January 2012.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REG.: STRE NO.:
OCT 2 8 2011

PER/PAR:

TOR_LAW\ 7767172\1

THIS IS EXHIBIT "G" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012



A COMMISSIONER FOR TAKING OATHS

Court File No.: CV-11-9283-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR. JUSTICE H.J. WILTON-SIDDALL	)	**FRIDAY, THE 13TH DAY OF JANUARY, 2012**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIQUE BROADBAND SYSTEMS, INC.

ORDER

(THIRD EXTENSION)

THIS MOTION, made by Unique Broadband Systems, Inc. ("**UBS**") and UBS Wireless Services Inc. ("**UBSW**" and, together with UBS, the "**Applicants**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Robert Ulicki, sworn 10 January 2012 and the Report of the Monitor, Duff & Phelps Canada Restructuring Inc. (the "**Monitor**") dated 10 January 2012, and on hearing the submissions of counsel;

SERVICE

[1] **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today.

EXTENSION OF STAY

[2] **THIS COURT ORDERS AND DECLARES** that the Stay Period (as defined in the Initial Order dated 5 July 2011) be and is hereby extended to 30 March 2012.

LATE CLAIM

[3] **THIS COURT ORDERS AND DECLARES** that the claim of Douglas Reeson is properly filed notwithstanding that it was filed after the Bar Date as defined in the Order dated 4 August 2011

Mr. Justice Hainey J.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JAN 19 2012

NB

Court File No.: CV-11-9283-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.C-36, AS AMENDED

AND IN THE MATTER OF THE A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIQUE BROADBAND SYSTEMS INC.
(the "**Applicant**")

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

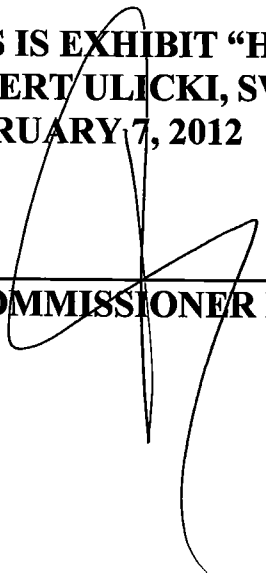
(PROCEEDING COMMENCED AT TORONTO)

ORDER
(THIRD EXTENSION)

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

E. Patrick Shea
LSUC No.: 39655K
Telephone: (416) 369-7399
Facsimile: (416) 862-7661
SOLICITORS FOR THE APPLICANT

THIS IS EXHIBIT "H" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012



A COMMISSIONER FOR TAKING OATHS

9 December 2011

DELIVERED BY E-MAIL

E. Patrick Shea
Direct 416-369-7399
patrick.shea@gowlings.com
File No. T979173

Lax O'Sullivan Scott Lisus
145 King Street West, Suite 1920
Toronto, ON M5H 1J8

Attention: Matthew Gottlieb

Dear Mr. Gottlieb:

Re: Claims filed against Unique Broadband Systems Inc. ("UBS")

Proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA**") in respect of UBS and an affiant were commenced pursuant to an Initial Order dated 5 July 2011. The Initial Order appointed RSM Richter Inc. (the "**Monitor**") as the monitor of UBS and UBS Wireless.

On 4 August 2011, the Court made an Order (the "**Claims Order**"), *inter alia,* establishing a process to determine claims against UBS and UBS Wireless.

Thirteen (13) proofs of claim[1] were filed with the Monitor by the Bar Date, as defined in the Claims Order, asserting claims against UBS. We understand that one (1) proof of claim asserting a claim against UBS was filed subsequent to the Bar Date and the that Monitor will request an Order permitting that creditor to file a proof of claim subsequent to the Bar Date.

UBS is required to review the claims submitted pursuant to the Claims Order and determine whether it disputes any such claims and advise the Monitor of its position. Where UBS advises the Monitor that it disputes a claim or the quantum asserted as owing by a creditor, the Monitor is required to deliver a Notice of Revision or Disallowance to that creditor.

The purpose of this letter it to advise the Monitor of UBS's determination with respect to the thirteen (13) claims filed against UBS by the Bar Date.

For the purpose of considering the claim made against UBS, only Robert Ulicki reviewed and considered the proofs of claim filed with the Monitor. The board of directors of UBS consists of Mr. Ulicki, Henry Eaton and Grant McCutcheon. However, 2064818 Ontario Inc. ("**206 Ontario**"), a shareholder of UBS, has brought a motion pursuant to s. 11.5 of the CCAA to remove Mr. Eaton and Mr. McCutcheon from the board and has taken the position that Mr. Eaton and Mr. McCutcheon

[1] In some cases the proofs of claim comprise multiple claims, which are discussed separately below.

should not review any of the claims filed against UBS. For that reason it was determined that, Mr. Ulicki alone would review the claims filed against UBS[2]. This position was reflected in Mr. Ulicki's Affidavit sworn 15 November 2011.

I. Admitted Claims

There are a number of claims that UBS believes should be admitted as filed.

A. Stellarbridge Management Inc. – $150,000

Stellarbridge Management Inc. ("**Stellarbridge**") has filed a proof of claim asserting a claim of $150,000 in respect of a settlement evidenced by Minutes of Settlement dated 26 May 2011. Stellarbridge asserted a claim against UBS in connection with damage to premises leased by UBS from Stellarbridge. UBS and Stellarbridge settled that claim on the basis that UBS would pay Stellarbridge $600,000 in two installments. The first payment was made by UBS and Stellarbridge's claim relates to the obligation of UBS to pay the second installment of $150,000 before 15 January 2012.

B. Gorrissen Federspiel – 177,146.58DF

Gorrissen Federspiel ("**GF**") filed a claim against UBS in the amount of 177,146.58DF in respect of an account for legal services. GF is a law firm in Denmark. GF was retained by UBS in connection with a legal proceeding in Demark. The services performed by GF were authorized by UBS and UBS does not dispute the account rendered by GF for those services.

C. Heenan Blaikie LLP – $6, 194.48

Heenan Blaikie LLP ("**Heenan**") filed a claim against UBS for $6,194.48. Heenan's claim is based on unpaid invoices rendered to UBS. Heenan had a retainer and $6,194.48 remains outstanding. The services performed by Heenan were authorized by UBS and UBS does not dispute the account rendered by Heenan for those services.

D. Goldman Sloan Nash & Haber LLP – $22, 397.59

Goldman Sloan Nash & Haber LLP ("**GSNH**") filed a claim against UBS for $22, 397.59. GSNH's claim is based on unpaid invoices for services supplied to UBS. UBS retained GSNH in connection with the litigation with Stellarbridge. The services performed by GSNH were authorized by UBS and UBS does not dispute the account rendered by GSNH for those services.

---

[2] UBS does not believe that Mr. Eaton or Mr. McCutcheon have a conflict in reviewing claims other than their own claims and the claim filed by LOOK Communications Inc. The decision that Mr. McCutcheon and Mr. Eaton would not review the other claims was to avoid any issues being raised by 206 Ontario with respect to the operation of the claims process. 206 Ontario is related to one the parties that has filed a claim and that claim is disputed by UBS.

II. Disputed Claims

There are a number of claims that UBS disputes.

A. DOL Technologies Inc. – $8,042,716 plus

DOL Technologies Inc. ("**DOL**") filed a proof of claim against UBS for an aggregate amount of more than $8,042,716. DOL's claim against UBS is comprised of four (4) separate claims:

(a) $6,195,450 plus taxes in respect of a payment (the "**DOL Termination Payment**") that DOL asserts is owing under a certain Technology Development and Strategic Marketing Agreement dated 12 July 2008 (the "**Technology Agreement**");

(b) a $ 1,256,667 unpaid bonus awarded to DOL by UBS (the "**DOL Bonus**") plus taxes;

(c) $345,586 plus taxes in respect of the cancellation of a certain share appreciation rights plan (the "**SAR Plan**") asserted to be owing to DOL (the "**DOL SAR Termination Payment**"); and

(d) $245,003 in legal costs for which DOL claims indemnification under the Technology Agreement plus interest.

i. DOL Termination Payment

The Technology Agreement provides for UBS to retain DOL as an independent service provider to perform the duties typically performed by and assume the responsibilities typically assumed by a "chief technology officer". The Technology Agreement was terminated by DOL after the board of UBS was replaced in July, 2010. DOL then commenced an action (the "**DOL Action**") against UBS seeking, *inter alia*, to recover the DOL Termination Payment. UBS defended the DOL Action and counter-claimed against DOL.

Following the board of UBS being replaced, DOL terminated the Technology Agreement. UBS understands that DOL is asserting that the removal of the board of directors of UBS entitled DOL to terminate the Technology Agreement and receive the DOL Termination Payment.

The termination provision of the Technology Agreement provides that if DOL terminates the Technology Agreement for "Good Reason" following a "Change-in-Control" or UBS terminates the Technology Agreement other than for cause, DOL is entitled to a lump sum payment equal to 300% of the base annual compensation provided for in the DOL Termination Payment. For the sake of clarify, the DOL Termination Payment is not payable if DOL terminates the Technology Agreement on any basis other than for "Good Reason" after a "Change-in-Control".

On 5 July 2010, a special meeting of shareholders of UBS requisitioned by a group of shareholders of UBS, including Clareste LP (the "**Shareholder Group**") was held. The purpose of that meeting

was to remove the directors of UBS pursuant to s. 122 (1) of the Ontario *Business Corporations Act* (the "**OBCA**").

It is UBS's position that the DOL Termination Payment was not triggered when DOL terminated the Technology Agreement. The DOL Termination Payment is payable only if: (a) there was a "Change-in-Control" of UBS; **and** (b) DOL terminated the Technology Agreement for "Good Reason" following that "Change-in-Control".

It is UBS's position that there was no "Change-in-Control" or "Good Reason".

The Technology Agreement defines "Change-in-Control" to mean that "control (control includes a person or group of Persons acting in concert holding more that 20% of the voting shares of the Company) of the Company has transferred to another Person or Persons acting in concert". UBS is not aware of any transfer of 20% of the shares of UBS having occurred between July of 2008 and the date of termination of the Technology Agreement.

The Technology Agreement defines "Good Reason" to mean that DOL's "business relationship with UBS has been substantially altered by the UBS board". Subsequent to being elected, the new UBS board did not alter the business relationship with DOL. DOL terminated the Technology Agreement before the new UBS board had an opportunity to fully consider the Technology Agreement and DOL's continuing role with UBS.

UBS asserts that the Technology Agreement is oppressive or unfairly prejudicial to or unfairly disregards the interests of UBS's shareholders. UBS asserts that the appropriate remedy is a declaration that the Technology Agreement is void and not enforceable.

UBS also disputes the calculation of the Termination Agreement. DOL has, for example, included the DOL SAR Termination Payment in the DOL Termination Payment. This is not correct.

ii. DOL Bonus

UBS is of the view that it has "after acquired" cause to terminate DOL and, on that basis, to refuse to pay the bonus that was awarded to DOL. UBS has, for example: (a) determined that personal expenses for Mr. Dolgonos were inflated and improper amounts were claimed as business expenses; and (b) that Mr. Dolgonos does not appear to have performed for UBS to justify a bonus to DOL and it is not clear on what basis a the DOL Bonus was declared.

UBS has asserted that the award of the DOL Bonus is oppressive or unfairly prejudicial to or unfairly disregards the interests of UBS's shareholders. UBS notes that, *inter alia*, no independent advice was sought with respect to the quantum of the bonus awarded. UBS asserts that the appropriate remedy is a declaration that the DOL Bonus is void and not enforceable.

Mr. Dolgonos did not comply with s. 132 of the OBCA with respect to the Technology Agreement. UBS acknowledges that Mr. Dolgonos disputes that he was an officer of UBS notwithstanding that

he was appointed by the Technology Agreement to perform the functions performed by a "chief technology officer".

iii. DOL SAR Termination Payment

The payments made on the cancellation of the SAR Plan reflected a (notional) UBS share price of $0.40. At the time, UBS's shares were trading at $0.16. There is no apparent justification for the board to pay the amount that it did to terminate the SAR units. Under the SAR Plan, when the conditions for an award of SAR units were met, UBS was required to pay the participant an amount equal to the "value" of the SAR units at that date, less all required statutory deductions. The "value" of SAR units was defined in the SAR Plan as the average closing board lot sale price of the common shares of UBS on the TSX Venture Exchange on the last preceding day on which the common shares were traded.

UBS has asserted that the award of the DOL SAR Termination Payment is oppressive or unfairly prejudicial to or unfairly disregards the interests of UBS's shareholders. UBS asserts that the appropriate remedy is a declaration that the DOL SAR Termination Payment is void and not enforceable or that the payment should be reduced to reflect the actual market price of UBS's shares on the date the SAR was terminated – $0.16 as opposed to $0.40.

iv. Indemnification

The claims for indemnification are contingent and is discussed below

B. Jolian Investments Limited – $10,122,648 plus

Jolian Investments Limited ("**Jolian**") filed a proof of claim against UBS for in excess of $10,122,648. That claim can be broken into four (4) sub-claims:

(a) $7,632,300 plus taxes in respect of a payment (the "**Jolian Termination Payment**") that Jolian asserts is owing under a certain Management Services Agreement dated 3 May 2006 between Jolian and UBS (the "**Jolian MSA**");

(b) a $1,256,677 unpaid bonus awarded to Jolian by UBS (the "**Jolian Bonus**") plus taxes;

(c) $628,338 plus taxes in amounts owing in respect of the cancelation of the SAR Plan (the "**Jolian SAR Termination Payment**");

(d) $595,333 in legal costs for which Jolian claims indemnification under the Jolian MSA plus interest.

i. Jolian Termination Payment

Pursuant to the Jolian MSA, UBS engaged Jolian as an independent service provider to provide certain services to UBS. Those services included providing Mr. McGoey to perform the duties typically performed by and assume the responsibilities typically assumed by a chief executive officer.

The Jolian MSA purports to acknowledge that, to perform the services required to be performed by Jolian, Mr. McGoey must be elected as a member of the UBS board, appointed as Chief Executive Officer of UBS and nominated as Executive Chairman of UBS. The Jolian MSA requires that UBS include Mr. McGoey on the management slate for election to the board, and request that the board of UBS appoint Mr. McGoey as Chief Executive Officer.

The Jolian MSA provides that in certain limited circumstances, UBS is to pay to Jolian an amount equal to 300% of the annual payment required to be made to Jolian under the Jolian MSA in the event the Jolian MSA is terminated (the "**Jolian Termination Payment**"). The Jolian Action seeks payment of the Jolian Termination Payment and, as set forth further below, UBS does not believe that the obligation to pay the Jolian Termination Payment has been triggered and, if it has, the requirement in the Jolian MSA in that regard is oppressive and disregards the interests of UBS's shareholders.

Mr. McGoey was removed as a director of UBS at the special meeting of shareholders held 5 July 2010, pursuant to s. 122(1) of the OBCA. After Mr. McGoey was removed as a director pursuant to s. 122 of the OBCA (and before the new board of UBS appointed pursuant to s. 122(3) had an opportunity to meet as a board), Jolian terminated the Jolian MSA and commenced an action claiming, inter alia, payment of the Jolian Termination Payment.

Subsequent to board of UBS being replaced, Jolian terminated the Jolian MSA immediately on the grounds that there was "Company Default" and "Termination without Cause". Jolian did not provided UBS with a default notice and did not provided notice of termination to UBS.

Jolian asserts that it has the right to the Jolian Termination Payment pursuant to Section 5.3(1) of the Jolian MSA.

Section 5.3 (1) of the Jolian MSA provides:

> *Entitlement – Jolian may terminate this Agreement* **for a Change-in-Control (which is not a Jolian Voluntary Change in Control) or a Company Default** *or UBS may terminate this Agreement at any time without Jolian Default or upon the Disability or Death of the CEO Designee. If this Agreement is terminated pursuant to this Section 5.3(1), Jolian shall be entitled to a lump sum payment equal to three hundred percent (300%) of the aggregate of:*
>
> *(a) the Base Fee;*

(b) a performance incentive equal to the greater of:

(i) the performance incentive in the immediately preceding fiscal year;

(ii) the performance incentive in the immediately preceding calendar year;

(iii) the average of the performance incentive paid in the two immediately preceding fiscal years;

(iv) or the average of the performance incentive paid in the two immediately preceding calendar years; or

(v) U.S. $180,000; and

(c) the annualized Expenses of Jolian as per Appendix A, items, 1, 2, 3 and 4.

The failure of the shareholders of the Company to re-elect the CEO Designee to the Board or the failure of the Board to appoint the CEO Designee as the Chief Executive Officer of UBS or the failure of the Board to nominate the CEO Designee for the position of Executive Chairman of UBS shall constitute a "Termination without Cause" for the purposes of this Agreement.

The foregoing aggregate amount is a genuine pre-estimate of damages to Jolian and is not a penalty. (emphasis added)

Section 5.2 of the Jolian MSA provides that if Jolian terminates the Jolian MSA for any reason other than in response to a "Company Default"[3] or a "Change-in-Control" the Jolian Termination Payment is not required to be paid by UBS. It is significant that section 5.3 of the Jolian MSA does not required payment of the Jolian Termination Payment based on "termination without cause".

The Jolian MSA defines "Company Default" to mean:

...the failure of UBS to respect any of its obligations hereunder including without limitation the failure of the CEO Designee to be elected to the Board of Directors of UBS (provided that Jolian has voted its Company Shares in favour of the CEO Designee), the failure of the Board of Directors of UBS to appoint the CEO Designee as Chief Executive Officer, the failure of the Board of Directors of UBS to nominate the CEO Designee for the position of Executive Chairman of UBS or any substantial diminution of the responsibilities of the CEO Designee, **after having received written notice of such failure and having been given reasonable time to correct same**, *which failure has not been waived by Jolian.* (emphasis added)

[3] The definition of "Change-in-Control" in the Jolian MSA requires that there must have been a transfer of twenty (20) per cent of the shares of UBS. Jolian is not asserting there was a "Change-in-Control" as the basis for the termination of the Jolian MSA – as a factual matter there was no "Change-in-Control" of UBS.

There was no "Company Default" as defined by the Jolian MSA:

1. Mr. McGoey was elected as a director at UBS's 2010 annual meeting, but was subsequently removed from the UBS board by the UBS shareholders pursuant to s. 122 of the OBCA. Nothing in the Jolian MSA prohibits UBS's shareholders from exercising their statutory right to remove Mr. McGoey or provides for the payment of the Jolian Termination Payment in circumstances where Mr. McGoey is removed from the board pursuant to s. 122 of the OBCA[4].

2. Under the terms of the Jolian MSA, a "Company Default" does not arise unless Jolian provides written notice of the asserted default and provides UBS with a reasonable opportunity to correct the asserted default. Jolian did not provide UBS with notice that it was asserting that a default had occurred or provide UBS with a reasonable opportunity to correct any asserted default. There were vacancies on the UBS board and UBS could have cured any default resulting from the failure of Mr. McGoey to be re-elected after being removed by the shareholders under s. 122 or sought a determination by the Court as to whether it was required to appoint Mr. McGoey to the UBS board under the Jolian MSA to avoid the obligation to pay the Jolian Termination Payment[5].

UBS notes that if the Jolian MSA is to be interpreted in the manner suggested by Jolian, the Jolian MSA would be prejudicial to, and disregard the interests of, the shareholders of UBS. If the Jolian Termination Payment is required to be paid where Mr. McGoey is removed from the board by shareholders pursuant to s. 122(1) of the OBCA, the practical effect would be to prevent the shareholders of UBS – who are not party to the Jolian MSA and who did not ratify or approve the Jolian MSA – from exercising their statutory right to remove Mr. McGoey from the UBS board unless they are prepared to pay Mr. McGoey a sum of money that is so large, in the circumstances, that it is punitive.

The shareholders of UBS are not party to the Jolian MSA and did not ratify or approve the entering into of the Jolian MSA by UBS. UBS did not, to the best of my knowledge, retain an outside consultant to review the Jolian MSA to determine whether it was reasonable. At the time the Jolian MSA was negotiated, Mr. McGoey was a director of UBS and was acting as the Chief Executive Officer of UBS.

UBS has asserted that the Jolian MSA is oppressive or unfairly prejudicial to or unfairly disregards the interests of UBS's shareholders. UBS asserts that the appropriate remedy is a declaration that the Jolian MSA is void and not enforceable.

---

[4] The failure to re-elect Mr. McGoey under s. 122 of the OBCA **might** be interpret as "termination without cause" under the Jolian MSA – UBS believes this refers to failure to re-elect at annual meetings and not failure to be re-elected after removal under s. 122 – but "termination without cause" does not entitle Jolian to the Jolain Termination Payment.

[5] Jolian's actions denied UBS the ability to: (a) determine whether there was a default or potential default; and (b) cure any such default, and unless UBS has a right to cure and fails to do so, there can be no "Company Default".

Jolian also breached its obligation under the Jolian MSA to provide UBS with four (4) months prior notice of the termination of the Jolian MSA.

UBS disputes Jolian's calculation of the Jolian Termination Payment. Jolian appears, for example, to have included the Jolian SAR Termination Payment in calculating the quantum of the Jolian Termination Payment. This is not correct.

ii. Jolian Bonus

UBS disputes Jolian's right to the Jolian Bonus on, essentially, the same grounds that it disputes DOL's right to receive a bonus.

UBS asserted that the award of the Jolian Bonus is oppressive or unfairly prejudicial to or unfairly disregards the interests of UBS's shareholders. UBS notes that, *inter alia*, no independent advice was sought with respect to the quantum of the bonus awarded. UBS asserts that the appropriate remedy is a declaration that the Jolian Bonus is void and not enforceable.

iii. Jolian SAR Termination Payment

UBS disputes Jolian's right to the Jolian SAR Termination Payment on the same basis as it disputes DOL's right to the Jolian SAR Termination Payment.

In addition, Mr. McGoey is the principal of Jolian – he has a material interest in Jolian – and sat on the UBS board at the time the SAR Plan was terminated. UBS understands that Mr. McGoey did not comply with his obligations under s. 132 of the OBCA in connection with the termination of the SAR Plan. UBS takes the position that the termination of the SAR Plan was a material transaction and that Mr. McGoey should have: (a) disclosed in writing to UBS or request to have entered in the minutes of meetings of directors the nature and extent of his interest; (b) not attended any part of a meeting of directors during which the termination of the SAR was discussed; and (c) not voted on the resolution to approve the termination of the SAR. UBS does not believe that the termination of the SAR Plan was a transaction relating primarily to Mr. McGoey's remuneration as a director of UBS[6].

UBS has asserted that the award of the termination of the SAR Plan is oppressive or unfairly prejudicial to or unfairly disregards the interests of UBS's shareholders. UBS asserts that the appropriate remedy is a declaration that the Jolian SAR Termination Payment is void and not enforceable or that the payment should be reduced to reflect the actual market price of UBS's shares on the date the SAR Plan was terminated.

iv. Indemnification

Jolian's claim for indemnification is contingent and is discussed below.

---

[6] The termination of the SAR Plan was not a *quid pro quo* for services rendered as a director of UBS.

C. Douglas Reeson – $585,000

Douglas Reeson, a former director of UBS, has filed a claim against UBS for $585,000. Mr. Reeson's claim consists of two (2) claims:

(a) $465,000 in respect of the termination of Mr. Reeson's SARs (the **"Reeson SAR Termination Payment"**); and

(b) $120,000 in costs based on UBS's obligation to indemnify Mr. Reeson pursuant to an agreement dated 25 January 2007.

i. Reeson SAR Termination Payment

The same analysis is applicable to the Jolian SAR Termination Payment is applicable to the Reeson SAR Termination Payment.

ii. Indemnification

Mr. Reeson's claim for indemnification is contingent and is discussed below.

III. Other Claims

There are number of claims that: (a) Mr. McCutcheon did not consider; and/or (b) are contingent and have not been valued by UBS on the basis that it is premature, and not necessary, to do so at this point in time.

A. Robert Ulicki – TBD

Robert Ulicki filed a claim against UBS for an undetermined amount. Mr. Ulicki's claim is based on the assertion that UBS is obliged to indemnify Mr. Ulicki and is identical to the claims filed by Mr. Eaton and Mr. McCutcheon.

UBS is not able to take a position with respect to Mr. Ulicki's claim. Mr. Ulicki is a director of UBS and, as set forth above, in light of the motion by 206 Ontario to remove Grant McCutcheon and Henry Eaton, Mr. Ulicki is the only director of UBS who has considered the claims made against UBS. Mr. Ulicki has a conflict *vis-à-vis* his own claim against UBS and did not consider his own claim.

We note that it is not necessary to determine Mr. Ulicki's claim at this time.

B. Henry Eaton – TBD

Henry Eaton filed a claim against UBS for an undetermined amount. Mr. Eaton's claim is based on the assertion that UBS is obliged to indemnify Mr. Eaton and is identical to the claims filed by Mr. Ulicki and Grant McCutcheon.

UBS has chosen to not take a position on the validity of Mr. Eaton's claim. As set forth above, Mr. Ulicki is the only director that considered the claims filed against UBS and, in light of the fact that his own claim is identical to the claim filed by Mr. Eaton, Mr. Ulicki did not believe it was appropriate to consider Mr. Eaton's claim.

UBS notes that it is not necessary to determine the validity of Mr. Eaton's claim at this time. counsel.

C. Grant McCutcheon – TBD

Grant McCutcheon filed a claim against UBS for an undetermined amount. Mr. McCutcheon's claim is based on the assertion that UBS is obliged to indemnify Mr. McCutcheon and is identical to the claims filed by Mr. Eaton and Mr. Ulicki.

UBS has chosen to not take a position on the validity of Mr. McCutcheon's claim. Mr. McCutcheon's claim is identical to the claim filed by Mr. Ulicki. As set forth above, Mr. Ulicki is the only director that considered the claims filed against UBS and, in light of the fact that his own claim is identical to the claim filed by Mr. McCutcheon, Mr. Ulicki did not believe it was appropriate to consider Mr. McCutcheon's claim.

UBS notes that it is not necessary to determine the validity of Mr. McCutcheon's claim at this time.

D. Alex Dolgonos – TBD

Mr. Dolgonos filed a proof of claim against UBS claiming an amount to be determined. Mr. Dolgonos's claim is based on the assertion that he is entitled to be indemnified by UBS pursuant to an indemnification agreement dated 25 January 2007. Mr. Dolgonos also relies on the Judgment of Mr. Justice Marrocco dated April 27, 2011.

Mr. Dolgonos' claim for indemnification is contingent and no amounts have been identified as owing.

UBS has appealed Mr. Justice Marrocco's Judgment and the obligation of UBS to indemnify Mr. Dolgonos is not absolute – UBS asserts that there are grounds for UBS to not indemnify Mr. Dolgonos. If UBS's appeal is not successful and it is determined that Mr. Dolgonos is entitled to be indemnified his claim will be valid, subject to the determination that the amounts he is claiming are reasonable.

UBS notes that it is not necessary to determine the validity of Mr. Dolgnonos's claim at this time.

E. Gerald McGoey – TBD

Mr. McGoey filed a proof of claim against UBS claiming an amount to be determined. Mr. McGoey's claim is based on the assertion that he is entitled to be indemnified by UBS pursuant to an indemnification agreement dated 25 January 2007 and the Jolian MSA. Mr. McGoey also relies on the Judgment of Mr. Justice Marrocco dated April 27, 2011.

Mr. McGoey's claim for indemnification is contingent and no amounts have been identified as owing.

UBS has appealed Mr. Justice Marrocco's Judgment and the obligation of UBS to indemnify Mr. McGoey is not absolute – UBS asserts that there are grounds for UBS to not indemnify Mr. McGoey. If UBS's appeal is not successful and it is determined that Mr. McGoey is entitled to be indemnified his claim will be valid, subject to the determination that the amounts he is claiming are reasonable.

UBS notes that it is not necessary to determine the validity of Mr. McGoey's claim at this time.

G. Peter Minaki – $92,861.24

Peter Minaki filed a proof of claim against UBS claiming $92,861.24. Mr. Minaki's claim is based on an Indemnification Agreement dated 25 January 2007. Mr. Minaki's is claiming indemnification in respect of costs incurred in defending a third-party action brought against Mr. Minaki's by, *inter alia*, Mr. Dolgonos.

Mr. Minaki's claim for indemnification is contingent. UBS's obligation to indemnify Mr. Minaki is dependent on the factual finding made in connection with the proceedings in respect of which Mr. Minaki seeks indemnification.

H. Douglas Reeson (Indemnification) – See above

Mr. Reeson seeks indemnification in respect of legal fees incurred in defending proceeding brought against him by UBS based on assertions of, *inter alia*, oppression and improper conduct. This is the same action referenced in the claims filed by Jolian and DOL.

I. DOL (Indemnification) – See above

DOL seeks indemnification in respect of legal fees incurred: (a) in pursuing proceedings against UBS to recover the DOL Termination Payment, the DOL Bonus and the DOL SAR Termination Payment; and (b) in defending proceeding brought against him by UBS based on assertions of, *inter alia*, oppression and improper conduct.

J. Jolian (Indemnification) – See above

Jolian seeks indemnification in respect of legal fees incurred: (a) in pursuing proceedings against UBS to recover the Jolian Termination Payment, the Jolian Bonus and the Jolian SAR Termination Payment; and (b) in defending proceeding brought against him by UBS based on assertions of, *inter alia*, oppression and improper conduct.

K. LOOK Communications Inc. – TBD

LOOK Communications ("**LOOK**") has filed a proof of claim against UBS in respect of a contingent claim that LOOK might have against UBS should UBS be unable to continue to perform services that it is obliged to provide to LOOK..

Pursuant to an Agreement between UBS and LOOK dated 19 May 2004 (the "**MSA**") and amended pursuant to an Amending Agreement dated 3 December 2010 (the "**MSA Amending Agreement**" and together with the MSA, the "**LOOK MSA**"), UBS provides certain services to LOOK. Those services include providing a person to perform the duties typically performed by, and assume the responsibilities typically assumed by, a chief executive officer. The LOOK MSA expires on May 19, 2012. LOOK is obliged to pay UBS $146,000 per month through to May 1, 2012. LOOK has, however, pre-paid UBS for the services to be provided through to the expiry of the LOOK MSA.

LOOK's claim against UBS is based on the assertion that should UBS cease to perform its obligations under the LOOK MSA LOOK would be entitled to a claim against UBS equal to $146,000 per month from the time UBS ceased to perform its obligations through to May 19, 2012.

It is UBS's position that LOOK's claim is contingent and that it is premature to determine the validity and quantum of LOOK's claim.

LOOK's claim is premised on UBS not performing its obligations under the LOOK MSA. UBS has continued to provide the services required by the LOOK MSA since the CCAA proceedings were commenced and intends to continue to provide those services to LOOK through to May of 2012.

L. 206 Ontario – TBD

206 Ontario does not appear to be asserting a liquidated claim against UBS. 206 Ontario filed a claim for an amount to be determined.

206 Ontario's claim is based on an action commenced by 206 Ontario against UBS, Mrs. McCutcheon, Mr. Eaton and Mr. Ulicki (the "**Oppression Action**") and the factual assertions made by 206 Ontario as against UBS in the CCAA claims process are identical to the factual assertions made by 206 Ontario in the Oppression Action.

The Oppression Action has not been heard and none of the issues raised in the Oppression Action have been determined.

UBS is bringing a motion to have the stay of proceedings imposed by the Initial Order extended to include the claim against Mr. McCutcheon, Mr. Eaton and Mr. Ulicki in the Oppression Action. If successful, this will facilitate the determination of the Oppression Action as part of the CCAA proceedings. That motion is scheduled to be heard on 20 December 2011.

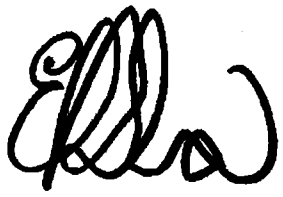
IV. Determination of Disputed Claims

UBS believes that certain of the disputed claims can be determined on motions seeking either advice and directions or a determination of isolated issues. For example, DOL's claim for the DOL Termination Payment is, in UBS's view, dependent on their being a "Change-in-Control" of UBS within the meaning of the Technology Agreement. That is, in UBS's view, an isolated – and easily determined – factual matter that should be subject to being determined by the Court on a motion. Similarly, Jolian's claim for the Jolian Termination Payment is dependent on their being a "Company Default" within the meaning of the Jolian MSA. While perhaps more complicated than the determination as to whether there was a Change-in-Control of UBS, UBS believes that this matter can also be determined on a motion.

We would be pleased to meet with you to discuss any of the foregoing.

Sincerely,

GOWLING LAFLEUR HENDERSON LLP

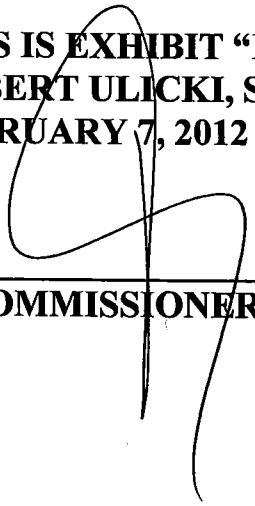


E. Patrick Shea
EPS:fs

cc: Client

TOR_LAW\ 7800488\4

THIS IS EXHIBIT "I" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012



A COMMISSIONER FOR TAKING OATHS

NOTICEOF DISPUTE

UNIQUE BROADBAND SYSTEMS, INC. ("UBS") AND UBS WIRELESS SERVICES INC. ("UBSW" AND, TOGETHER WITH UBS, THE "APPLICANTS")

Applicant(s) against which a Claim is asserted:

☒ UBS ☐ UBSW

1. **Particulars of Creditor**

(a) Full Legal Name of Creditor (include trade name, if different):

DOL Technologies Inc.

(the "**Creditor**").

(b) Full Mailing Address of the Creditor:

207 Arnold Avenue, Thornhill, Ont., L4J 1C1

(c) Other Contact Information of the Creditor: (c/o Alex Dolgonos)

Telephone Number:	(416) 567-9647	W/COPY TO ROY ELLIOTT O'CONNOR LLP
Email Address:	adolgonos@ad2007.com	200 FRONT ST W
Facsimile Number:	(905) 707-1639	SUITE 2300
Attention (Contact Person):	Alex Dolgonos	TORONTO, ON M5V 3K2
		Attn: Sean Grayson email: smg@reoldw.ca

2. **Particulars of original Creditor from whom you acquired the Claim, if applicable:**

(a) Have you acquired this Claim by assignment? If yes, if not already provided, attach documents evidencing assignment.

☐ Yes ☒ No

(b) Full Legal Name of original creditor(s):

3. **Dispute of Revision or Disallowance of Claim for Voting and/or Distribution Purposes**

The Creditor hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

	Amount Allowed by Monitor	**Amount Claimed by Creditor**
Secured Claim		
Unsecured Claim	$ 0.	$ 8,042,716.00

If you are Disputing a Claim against more than one of the Applicants, please complete a Dispute Notice for each disputed Claim.

REASON(S) FOR THE DISPUTE (ATTACHED)

(You must include a list of reasons as to why you are disputing your Claim as set out in the Notice of Revision or Disallowance.) See attached schedule "A" and Appendices.

SERVICE OF DISPUTE NOTICES

If you intend to dispute the Notice of Revision or Disallowance, you must deliver to the Monitor this Dispute Notice **by 5:00 p.m. (Eastern Standard Time) on the date that is twenty (20) Business Days after receipt of this Notice of Revision or Disallowance** to the following address.

Duff & Phelps Canada Restructuring Inc.
200 King Street West, Suite 1002
Toronto ON M5H 3T4

Attention: **Mitch Vininsky**
Telephone: **416-932-6013**
Fax: **647-497-9477**
Email: **mitch.vininsky@duffandphelps.com**

THE TIMING FOR THE DEEMED RECEIPT OF CORRESPONDENCE IS SET OUT IN THE CLAIMS ORDER.

[SEE NEXT PAGE FOR SIGNATURE]

DATED this 30 day of January 2012.

Name of Creditor:

DOL Technologies Inc
(Name)

Witness

Per: Name: Alex Dolegnos
Title: President
(please print)

SCHEDULE "A" TO THE NOTICE OF DISPUTE OF DOL TECHNOLOGIES INC.
REASONS FOR THE DISPUTE

This Schedule "A" and the documents referenced herein and/or attached hereto form part of the Notice of Dispute by DOL Technologies Inc. ("**DOL**" or the "**Claimant**") in response to the Notice of Revision or Disallowance of a Claim (the "**Notice of Disallowance**") issued by Duff & Phelps Canada Restructuring Inc., acting as the court-appointed CCAA monitor of Unique Broadband Systems, Inc. ("**UBS**" or the "**Company**"). Unless otherwise indicated, all capitalized terms that are not defined in the Notice of Dispute have the meanings assigned to them in the Proof of Claim of DOL (the "**Proof of Claim**") and the documents referenced therein and/or attached thereto.

1. DOL disputes in its entirety the Disallowance Notice and maintains its claim in the full amount of $8,042,716, as particularized in its Proof of Claim. DOL restates and relies on the facts, documents, and arguments as set out in its Proof of Claim and any additional information, documents and evidence that DOL may hereafter adduce in connection with its claims.

2. DOL relies on the letter from counsel for Jolian Investments Limited ("**Jolian**"), Bennett Jones LLP, to UBS' and the Monitor's counsel dated January 23, 2012 (the "**Request for Extension Letter**"), attached hereto as **Appendix "1"**. In the Request for Extension Letter, counsel to Jolian requested an extension due to the fact that:

    a. Mr. Justice Wilton-Siegel's decision on the December 20, 2011 motion relating to the removal of the conflicted directors of UBS has yet to be rendered (the "Removal of Conflicted Directors Motion"); and

    b. UBS' failure to advance the Indemnity Appeal and to address the Court of Appeal's concern regarding the effect of the CCAA stay on that proceeding.

3. Although the decision of Mr. Justice Wilton Siegel on the Removal of Conflicted Directors Motion was released on January 25, 2011, UBS has not yet clarified its stance on the Indemnity Appeal. It is necessary for DOL to know whether the Indemnity Appeal can proceed notwithstanding the CCAA stay of proceedings in order to appropriately respond to the Disallowance Notice.

4. Notwithstanding the foregoing, DOL is filing this Notice of Dispute in order to preserve its rights, however, DOL expressly reserves the right to amend and supplement its Notice of Dispute. DOL expressly reserves the right to amend and supplement its Notice of Dispute as a result of any information that may arise from further developments on the aforementioned matters.

5. Without limiting the generality of the foregoing and without limiting any rights, arguments, claims or defences of DOL, DOL disputes the allegation set out in the Disallowance Notice

Background and Payment Owed Under the Technology Agreement ($6,195,450 plus Tax)

6. Without limiting the generality of the foregoing and without limiting any rights, arguments, claims or defences of DOL, DOL disputes the allegation set out in the Notice of Disallowance that there was no "Change-in-Control" or "Good Reason" to terminate the Technology Development and Strategic Marketing Agreement (the "Technology Agreement").

7. DOL was retained by UBS as an Independent service provider under the Technology Agreement. Pursuant to the Technology Agreement DOL was to cause the **"Services"** in the agreement to be performed by the **"CTC"** who was designated as Alex Dolgonos.

8. Those Services were provided until the Technology Agreement was terminated in accordance with section 5.3 of the Technology Agreement. It is DOL's position that the conditions of section 5.3 were met to allow the Consultant to terminate the Technology Agreement for Good Reason following a Change-in-Control.

9. Pursuant to the Technology Agreement:

> **"Good Reason"** means that the Consultant's business relationship with the company has been substantially altered by the Board;
>
> **"Change in Control"** means, that control (control includes a Person or group of Persons acting in concert holding more than 20% of the voting shares of the Company) of the Company has transferred to another Person or Persons acting in concert; and
>
> **"Person"** has the meaning ascribed thereto in the *Business Corporations Act* (Ontario).

10. A management information circular dated May 30, 2010 was filed by UBS for a special meeting of shareholders to be held July 5, 2010. At the time the meeting was requisitioned by a unanimous shareholder. The purpose of the meeting was to consider removing from office the current Board of Directors and replacing them with a Board that would be proposed by the requisitioning shareholder.

11. On June 3, 2010, a Dissident Information Circular (the **"Dissident Circular"**) was released through Kingsdale Shareholder Services Inc. ("Kingsdale"), which provided that a group of dissident shareholders were campaigning to replace the incumbent Board and to have its nominated Board commence litigation against the incumbent Board Members, DOL and Alex Dolgonos with respect to, among other things, matters arising out of the Services provided by DOL and Alex Dolgonos under the Technology Agreement. The Information Circular set out what the unanimous priorities of the Board would be at UBS and the steps it would take once elected. The Dissident Circular is attached hereto as **Appendix "2"**.

12. The dissident shareholders included members that were being proposed as nominees to the Board of UBS; Grant McCutcheon, Robert Ulicki who was the President and Director of the shareholder Clareste Wealth Management Inc. The other member being proposed as a Board nominee was Henry Eaton. The Dissident Circular made it clear that the Board supported and would undertake the directives and acts set out in the circular.

13. In particular, in respect of the Technology Agreement between DOL and UBS, the Dissident Circular makes it clear that the new Board believed that the Technology Agreement was unconscionable and should have been renegotiated. It states that "[w]e cannot defer to the Current Boards purported business judgment in approving the Service Agreements and awarding such exorbitant amounts in these circumstances."

14. The Information Circular also provides:

> "The New Board will take aggressive action in pursuing the repayment of the $5.25 million of "restructuring awards" awarded by UBS in 2009 to UBS directors and executive officers, to the extent that these awards have been paid and are not voluntarily returned by such individuals.
>
> [...]
>
> We have already taken steps in UBS' best interests, including putting the Current Board on notice that any payment of "restructuring awards" or any termination or change-in-control payments to Gerald McGoey and Alex Dolgonos are considered to be in breach of the Board's fiduciary duties and contrary to law.
>
> [...]
>
> The New Board will carefully review the Management Service Agreement with Look and the Service Agreement with Gerald McGoey and Alex Dolgonos. A careful review will be undertaken to assess what, if any, value has been realized by UBS in exchange for the rich payment under these contracts. The New Board will assess whether there has been a breach of performance, acting in bad faith, undisclosed conflicts, and other breaches under these contracts and take all appropriate action that would be in the best interests of UBS shareholders."

15. After the release of the Dissident Circular the dissident shareholders and the proposed nominee's to the Board of UBS, with the assistance of Kingsdale started a systematic campaign to attack DOL and Mr. Dolgonos, among others, in its effort to oust the Board of UBS. In doing so, these individuals started a website at the URL http://www.saveubs.com and posted various material on that site.

16. In a press release dated June 10, 2010, comments are made about the termination provisions of the Technology Agreement between UBS and DOL. Robert Ulicki, a then proposed nominee to the Board, who became a Board member of UBS was quoted as saying "... I ask the Board and Management on behalf of our fellow shareholders: Please do the right thing and terminate these shockingly expensive golden parachutes." He then goes on to state "With your support, the Concerned Shareholders' director nominees are committed to preserving and recovering where possible, shareholder value." A copy of the press release is attached at **Appendix "3"**. It was clear that Mr. Ulicki and the other board nominees were intent on pursuing DOL and Mr. Dolgonos.

17. On June 17, 2010 the dissident shareholders held a town hall meeting wherein they made remarks similar to those set forth above. A copy of the remarks were posted on a website http://www.saveubs.com. A copy of those remarks are attached hereto as **Appendix "4"**.

18. On June 25, 2010, a press release was released by Kingsdale, the effect of which was to attack DOL and Mr. Dolgonos. In that release there was a section entitled "Who is Alex Dolgonos" where, among other things, after attacking the purpose of the Technology Agreement and DOL and Mr. Dolgonos' usefulness to UBS, the release stated "Shareholders should disregard anything that Mr. Dolgonos has to say given his dealings with UBS." A copy of the June 25, 2010 press release is attached at **Appendix "5"**.

19. On July 5, 2010 at the special meeting of the shareholders of Directors of UBS were vote out in favour of the dissenting nominees, Messrs. Robert Ulicki, Grant McCutcheon, and Henry Eaton.

20. The Notice of Disallowance provides that there was no Change-in-Control because "UBS is not aware of any transfer of 20% of the shares of UBS having occurred between July of 2008 and the date of termination of the Technology Agreement".[1] DOL submits that a "Change-of-Control" as defined in the Technology Agreement, includes but is not limited to situations where 20% of the voting shareholders act in concert. Based on the foregoing, a Change-in-Control was evident on July 5, 2010 as defined by the Technology Agreement.

21. In respect of the "Good Reason" requirement under the Technology Agreement, the Notice of Disallowance provides that the new Board did not alter the business relationship with DOL because DOL terminated the Technology Agreement before the new UBS board had an opportunity to fully consider the Technology Agreement and DOL's continuing role with UBS.[2] This patently ignores the fact that the intentions of the incoming Board of UBS were stated prior to July 5, 2010 including in the Dissenting Circular, and the statements made by board members in press releases and the press releases themselves. It was clear that as a result of the new Board taking office, and the steps it was taking, DOL's business relationship with UBS had been substantially altered by the Board.

22. DOL disputes that the Technology Agreement is oppressive or unfairly prejudicial to or unfairly disregards the interests of UBS' shareholders and puts UBS to the strict proof thereof. Moreover, any issue that UBS may have with the terms of the Technology Agreement must be addressed by the members of the UBS Board of Directors that were in place at the time that the Technology Agreement was negotiated and formalized. If UBS intends to pursue that matter all of the former UBS Board members would be necessary parties to any challenge to the fairness of the Technology Agreement. DOL was not privy to the considerations and decisions that were made by the UBS Board of Directors with respect to Technology Agreement.

23. As discussed in paragraph 22 above, it will equally be essential to have the former Board of UBS address the SAR cancellation and the deferred bonus award (the "DBA") each of which are discussed further below. DOL and Mr. Dolgonos gave valuable consideration for the cancellation of the SAR including a release containing a confidentiality clause in favour of UBS, which is within the knowledge and possession of UBS.

Deferred Bonus Award ($1,256,677 plus Tax)

24. Without limiting the generality of paragraphs above, and without limiting any rights, arguments, claims or defences of DOL, DOL denies that UBS has after acquired cause (as defined in the Technology Agreement) to terminate DOL and puts UBS to the strict proof thereof.

25. Even if UBS had in fact terminated the agreement for Cause, section 5.1 of the Technology Agreement provides that the Company would still be obligated to pay the pro rata share of any annual bonuses actually awarded at the time of termination. Given that the Deferred Bonus Award (the "DBA") was stated in the memorandum, attached as Appendix 1 to the Proof of Claim, to be for the 2009 year, such award would be due and owing upon termination.

---

[1] Notice of Disallowance page 3.
[2] Notice of Disallowance page 3.

No Improper Expenses by DOL

26. The Disallowance Notice raises the propriety of Mr. Dolgonos' expenses[3]: "UBS has, for example: (a) determined that personal expenses for Mr. Dolgonos were inflated and improper amounts were claimed as business expenses..." DOL denies this allegation and demands that UBS provide particulars to support this allegation. DOL asserts it and its CTC, Mr. Dolgonos have always acted in the best interest of UBS and that all expenses were appropriately submitted and approved.

27. DOL denies that the DBA is oppressive or unfairly prejudicial to or unfairly disregards the interests of UBS' shareholders and puts UBS to the strict proof thereof. The comments set out at paragraph 22 and 23 above apply.

28. DOL denies that Dolgonos did not comply with section 132 of the OBCA with respect to the Technology Agreement as he was not an "officer" of UBS. In the alternative, to the extent that it is determined that Mr. Dolgonos was an officer of UBS and there was any conflict, they were dealt with appropriately.

SAR Cancellation Payouts ($345,586 plus Tax)

29. DOL disputes that the SAR Cancellation Payout were oppressive or unfairly prejudicial to or unfairly disregarded the interests of UBS' shareholders and puts UBS to the strict proof thereof. The comments set out at paragraph 22 and 23 above apply.

Non-Waiver of Post-Filing Claims and Other Rights

30. In addition to any and all amounts claimed in the Proof of Claim, DOL and Dolgonos also maintain a claim in relation to all amounts payable by UBS to DOL for the period after the CCAA Filing Date ("**Post Filing Claims**"), including but not limited to, any and all amounts for indemnification of legal and other expenses to which DOL may be entitled pursuant to the Marrocco Judgment, the Technology Agreement, the DOL Indemnification Agreement, the Dolgonos Indemnification Agreement or otherwise, whether in relation to UBS or otherwise, and for any interest payable after the CCAA Filing Date.

31. DOL and Dolgonos do not waive, and expressly reserves any and all rights, remedies, arguments, causes of action and defences it may have in respect of the claims asserted herein or otherwise in relation to UBS or any other person or entity.

32. DOL and Dolgonos reserve the right to amend or supplement this Proof of Claim and Notice of Dispute and to provide any additional information, documentation, or evidence as may be required or desired by the Claimant to establish or support its claims, actions and defences they may have.

[3] Disallowance Notice, page 3.

Appendix 1

Bennett Jones

Bennett Jones LLP
3400 One First Canadian Place, PO Box 130
Toronto, Ontario, Canada M5X 1A4
Tel: 416.863.1200 Fax: 416.863.1716

Raj S. Sahni
Partner
Direct Line: 416.777.4804
e-mail: sahnir@bennettjones.com
Our File No.: 67878.2

January 23, 2012

Via Email

Gowlings
1 First Canadian Place
100 King Street West, Suite 1600
Toronto, Ontario
M5X 1G5 Canada

Attention: E. Patrick Shea

and

Lax O'Sullivan Scott Lisus LLP
145 King Street West
Suite 1920
Toronto ON Canada M5H 1J8

Attention: Matthew Gottlieb

Dear Sirs:

Re: Unique Broadband Systems Inc. ("UBS") - Notice of Revision or Disallowance ("Disallowance Notice") re: Jolian Investments Limited ("Jolian")

We write regarding the Disallowance Notice dated January 4, 2012 (which Jolian did not receive until January 5, 2012) issued by the Monitor on behalf of UBS. The issuance of the Disallowance Notice prior to the delivery of Mr. Justice Wilton-Siegel's decision on the Motion heard on December 20, 2011 relating to the removal of conflicted directors came as a surprise to Jolian, given that one of the reasons advanced for the removal of the conflicted directors was to allow for the review of creditors' claims by an independent board of UBS.

In the circumstances, Jolian will need to review the decision of Mr. Justice Wilton-Siegel in respect of the aforementioned motion when delivered in order to properly respond to the Disallowance Notice.

In addition, we note that the Notice of Disallowance denies the indemnification portion of Jolian's claim on the basis that the indemnification issue is presently the subject of UBS's appeal of the decision of Justice Marrocco to the Ontario Court of Appeal (the **"Indemnity Appeal"**). We don't understand how UBS can rely upon the Indemnity Appeal as the basis of disallowing Jolian's indemnification claim given Justice Simmons' Endorsement dated October 12, 2011, in which, prior to addressing the Indemnity Appeal itself, she required clarification of the issue of whether the CCAA stay affects the Indemnity Appeal. Despite the Court of Appeal's endorsement, we understand UBS has not taken any steps to address this issue, which is a prerequisite to advancement of the Indemnity Appeal in light of Justice Simmons comments in paragraph 2 of the Endorsement. We understand the lawyers for Jolian and Mr. McGoey on the Indemnity Appeal have written UBS' lawyers recently to ask if UBS is moving forward with a motion to either the CCAA Judge or the Court of Appeal to address this issue of the CCAA stay; but that UBS has not indicated its intentions or taken any steps to address this issue. Since the issue of whether or not the Indemnity Appeal can and should proceed in light of the CCAA Proceedings is central to UBS' disallowance of the indemnification claim (and therefore central to Jolian's ability to properly respond to the Disallowance Notice), Jolian should not be required to respond until UBS has cleared-up this issue in accordance with the Court of Appeal's endorsement.

Accordingly, Jolian requests that the deadline for filing its Notice of Dispute in respect of the Disallowance Notice be extended to the date that is the later of 20 business days from the date that: (i) Mr. Justice Wilton-Siegel's Order in respect of the December 20, 2011 motion is rendered; and (ii) the Court determines whether the Indemnity Appeal can proceed notwithstanding the initiation of CCAA proceedings by UBS.

In the circumstances, and given that there is no prejudice from such extension in accordance with the principles enunciated in cases such as *Re Blue Range Resource Corp.* ((2000), 15 C.B.R. (4th) 192), we trust that UBS and the Monitor will consent to the extension of the date by which Jolian is required to deliver its Notice of Dispute; however, we would appreciate your response by no later than 5pm on January 24, 2012 to confirm this.

Yours truly,

Raj S. Sahni

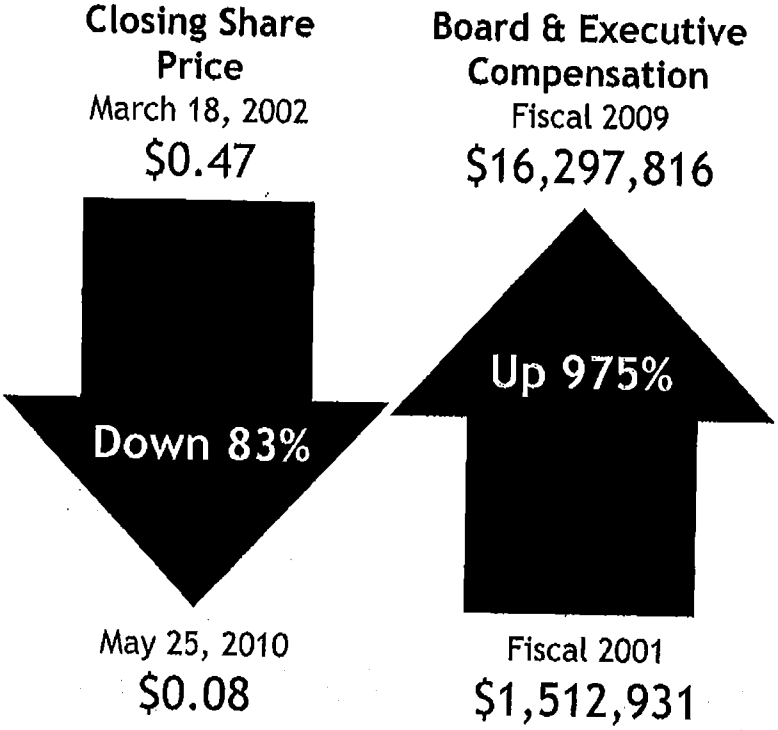
RJS/mv

WSLegal\067878\00002\7487808v1

Appendix 2

ATTENTION SHAREHOLDERS OF UNIQUE BROADBAND SYSTEMS, INC.

Ever had a sneaking suspicion that others are benefitting more from your investment than you are? Your suspicion is correct.



The value of your company has been destroyed while the UBS Board and Management have been richly rewarded.

Gerald T. McGoey, Chairman & CEO of UBS was awarded more compensation in 2009 than the total compensation received by each of the CEOs of BCE, BMO, CIBC, Encana and Telus!

Shareholders of UBS: There is an alternative.

IMPORTANT INFORMATION ENCLOSED. PLEASE TAKE THE TIME TO READ AND VOTE YOUR YELLOW PROXY TO PRESERVE THE VALUE OF YOUR COMPANY. SEND A MESSAGE TO THE BOARD THAT YOU ARE NOT GOING TO TAKE IT ANY LONGER.

HOW TO CAST YOUR VOTE IN SUPPORT OF THE CONCERNED SHAREHOLDERS

PROTECT YOUR INVESTMENT BY VOTING YOUR YELLOW PROXY
VOTING INSTRUCTIONS

BENEFICIAL SHAREHOLDERS

If your UBS common shares are held in a brokerage account or otherwise through an intermediary you are a "beneficial shareholder" and a Voting Instruction Form was mailed to you with this package. Only vote your **YELLOW** Voting Instruction Form as follows:

Canadian Shareholders:

Visit www.proxyvote.com and enter your 12 digit control number or call **1-800-474-7493** or fax your Voting Instruction Form to **905-507-7793** or toll free at **1-866-623-5305** in order to ensure that it is received before the deadline.

U.S. Shareholders:

Visit www.proxyvote.com and enter your 12 digit control number or call **1-800-454-8683.**

REGISTERED SHAREHOLDERS

If your UBS common shares are held in your own name, you are a "registered shareholder" and must submit your proxy in the postage paid envelope in sufficient time to ensure your votes are received by **the offices of KINGSDALE SHAREHOLDER SERVICES INC. Attention: Proxy Department, at 130 King Street West, Suite 2950, P.O. Box 361, Toronto, Ontario, Canada M5X 1E2 or by fax to 416-867-2271 or toll-free 1-866-545-5580 no later than 5:00 p.m. (Toronto Time) on Tuesday, June 29, 2010.**

TIME IS OF THE ESSENCE — PLEASE DISCARD ANY PROXY YOU MAY HAVE RECEIVED FROM THE MANAGEMENT OF UBS

VOTE YOUR YELLOW PROXY BY TELEPHONE OR VIA THE

INTERNET, FAX OR MAIL YOUR PROXY IN ORDER FOR IT TO BE

RECEIVED BY THE DEADLINE

PROXIES MUST BE RECEIVED NO LATER THAN TUESDAY, JUNE 29, 2010 AT 5:00 P.M. (TORONTO TIME)

PLEASE ENSURE THAT YOU SIGN AND DATE THE PROXY

QUESTIONS ON VOTING YOUR PROXY PLEASE CALL:

KINGSDALE
Shareholder Services Inc.

Telephone Toll Free: 1-866-879-7650
Toll Free Fax: 1-866-545-5580
Outside North America Call Collect: 1-416-867-2272

June 3, 2010

Dear Fellow UBS Shareholders:

How much did **YOU** earn last year?

- In fiscal 2009, Unique Broadband Systems, Inc.'s ("**UBS**"), Chief Executive Officer, Gerald T. McGoey, was awarded $8.3 million in total compensation – **more than the total compensation received by each of the CEOs of CIBC, BMO, TELUS and BCE!**
- Your current board of directors (the "**Current Board**") and top three executives at UBS were awarded total compensation in 2009 **in excess of two times (2x) UBS' current market capitalization.**
- Your remaining two "independent" members of the Current Board, alone, were awarded an aggregate of $1,071,116 in total compensation in 2009.

UBS is no longer an active business and its shares have plummeted over the past 3 years. Despite this, UBS and Look Communications Inc. ("**Look**"), UBS' *de facto* subsidiary, recently authorized the payment of **"restructuring awards" to their executive officers and directors in the amount of $22.7 million.**

THE NUMBERS TELL THE SORRY STORY

The Current Board and UBS management have:

- enriched themselves through payment of awards funded with shareholders' cash; and
- approved non-arm's length arrangements, privileges and benefits to ensure multi-year, multi-million dollar payments.

The Current Board took power on March 18, 2002. The chart below shows what dismal performance has been achieved for UBS shareholders while executive compensation rose at a staggering pace:

UBS'	2001/2	2009/10	Value +/–
Closing share price	$0.47 March 18, 2002	$0.08 May 25, 2010	Minus 83%
Cash per share[1]	$0.56 August 31, 2001	$0.175 February 28, 2010	Minus 69%
Market Cap	$48.3 million March 18, 2002	$8.2 million May 25, 2010	Minus 83%
Cash compensation[2] (UBS Executives and Directors)	$1,512,931 2001 fiscal year	$16,267,816 2009 fiscal year	**Plus 975%**

THIS IS NOT RIGHT. LONG-SUFFERING SHAREHOLDERS OF UBS DEMAND AND DESERVE BETTER

If you have any questions and/or need assistance in voting your shares, please call Kingsdale Shareholder Services Inc. Toll Free: 1-866-879-7650 or e-mail contactus@kingsdaleshareholder.com

TIME IS EXTREMELY SHORT- VOTE YOUR YELLOW PROXY TODAY

We are the UBS Concerned Shareholders (the **"Concerned Shareholders"**) who have taken the drastic but necessary step of requisitioning a Special Meeting of UBS Shareholders. With your help, we will vote out the Current Board and replace it with a Board comprised of individuals who will act in the best interests of UBS shareholders and stop the Current Board and management of UBS from enriching themselves at the expense of shareholders.

INDEPENDENT THIRD PARTY HAS HIGHLIGHTED UBS GOVERNANCE ISSUES

RiskMetrics is a leading independent proxy advisory firm whose recommendations are relied on by leading institutional investor clients. In their advisory report to institutional subscribers of UBS, issued February 5, 2010, RiskMetrics recommended that:

> **"Withholding votes from the entire slate is warranted because McGoey is standing as an insider on the Audit Committee and the non-majority independent Compensation Committee."**

While Mr. McGoey benefits from sitting on the committees responsible for overseeing UBS' performance and his own compensation, this activity is in stark contrast to governance best practices. It is particularly appalling given the high profile governance lapses of major companies over the last few years and the dire position that UBS and its shareholders have been put into by McGoey and his team.

There is more to the long, sad tale of value destruction and corporate governance issues, but as a shareholder, you're likely aware of some of what has transpired. You're surely aware of how these issues have manifested themselves in the devastating value destruction of your investment in UBS.

WE CAN'T CHANGE THE PAST, BUT WE CAN CREATE A BETTER FUTURE FOR UBS SHAREHOLDERS

The Concerned Shareholders' director nominees are committed to PRESERVING and RECOVERING where possible, shareholder value. With your support, once elected, your new directors will move swiftly to:

- Review all non-arm's length contracts, arrangements and transactions,
- Recover any improper compensation paid by UBS,
- Maximize the value of remaining assets,
- Preserve and protect cash and return it to shareholders as quickly and effectively as can be accomplished, and
- Be transparent and above all else, listen to you, the shareholders.

More information regarding the qualifications of the Concerned Shareholders' nominees is contained in the information circular.

EVER WONDERED HOW TO JUSTIFY PAYMENTS LIKE THIS?

When asked at the most recent UBS shareholders' meeting to justify UBS' 2009 executive compensation, Gerald McGoey confirmed the following[3]:

Q: Mr. McGoey you were paid over $8.0 million in 2009. Do you think your services were worth that?

A: *Absolutely I do!*

Q: Look is all but wound-up and UBS has only three employees and no operations; will your $570,000 salary and the $475,000 paid to the Chief Technology Consultant be reduced?

A: *No they will not!*

Q: Will the cash from Look's asset sales or a sale of Look's shares be distributed to UBS shareholders?

A: *No. We will seek new opportunities for UBS!*

$15 MILLION GOLDEN PARACHUTES

In their Management Circular, your Current Board suggests that their removal from the Corporation will result in a breach of an existing services agreement entered into by UBS and give rise to termination rights under the agreement. This assertion is followed by a summary of a web of purported agreements with various parties. After adding up the numerous additional payments the reader is supposed to conclude that if the Concerned Shareholders are successful, UBS will be on the hook for an approximate total of $15.8 million in golden parachute payments to executives. There are a number of problems with this assertion:

1. The recently filed Management Circular is the first time that shareholders have been informed of many material elements and the quantum of these purported termination rights. This is material information and if this risk existed prior to its recent disclosure, your Current Board has even more questions to answer.

2. The current market capitalization of UBS is approximately $8.2 million, as of market close June 2, 2010. The purported termination rights of $15.8 million are outlandish, albeit consistent with the Current Board's actions since seizing control of your company in 2002.

3. The timing of this disclosure seems highly coincidental, given the current threat to your Current Board's survival. It's almost like shareholders are meant to be intimidated by this. You should not be!

The UBS Concerned Shareholders are not intimidated by these high-handed tactics and intend to pursue all means, including legal avenues to rectify this situation. If shareholders weren't sure where your Current Board's interests laid before, it should be crystal clear now.

DON'T TAKE THIS LYING DOWN. THERE IS AN ALTERNATIVE, BUT WE NEED YOUR HELP

Your Current Board and UBS management believe (or would have you believe) that an $8.3 million compensation package is acceptable for a CEO who had presided over an 83% drop in share value. ***The time for change is now or never.***

Please take the time to read the accompanying UBS Concerned Shareholders Information Circular dated June 3, 2010. The Concerned Shareholders are proposing a new slate of directors with experience and integrity. Your New Board will do what is needed to take stock of your company and make all changes necessary to return to the shareholders what value can be recovered; to maximize the remaining value in the company and to return value to the shareholders as quickly and effectively as can be done.

We know there are many of you who feel the same way that we do. What we need now is for this support to manifest itself in proxy votes for the Concerned Shareholders' nominees. Vote your **YELLOW** proxy **FOR** the removal of the incumbent directors and **FOR** the election of the Concerned Shareholders' nominees. Time is short, so don't delay. Please don't hesitate to contact Kingsdale Shareholder Services Inc., toll free at 1-866-879-7950 if you have any questions or require assistance in voting your shares.

Sincerely,

CLARESTE WEALTH MANAGEMENT INC.

"Robert Ulicki"

Robert Ulicki, CFA
President

On behalf of the other Concerned Shareholders named in the accompanying Information Circular.

---

1. *Calculated by dividing cash and cash equivalents on the balance sheet at the period end by the shares reported outstanding at period end in the financial statements.*
2. *Includes salary, restructuring awards, management fees, service fees, director fees and other cash payments from management information circulars dated February 12, 2002 and January 19, 2010. 2009 fiscal year includes payments by Look and UBS and excludes $465,000 of restructuring awards not accepted by Peter Minaki, a former UBS director, as reported in the Financial Post.*
3. *Based on the Concerned Shareholders' notes from the meeting.*

INFORMATION CIRCULAR

TO BE USED IN CONNECTION WITH THE SPECIAL MEETING
OF SHAREHOLDERS OF

UNIQUE BROADBAND SYSTEMS, INC.

TO BE HELD ON MONDAY, JULY 5, 2010

FOR THE SOLICITATION OF PROXIES
BY AND ON BEHALF OF

CONCERNED UBS SHAREHOLDERS

(REPRESENTED BY CLARESTE WEALTH MANAGEMENT INC.
AND CERTAIN OTHER SHAREHOLDERS NAMED IN THIS CIRCULAR)

The Concerned Shareholders recommend that you vote:

- **<u>FOR</u> the removal of the Incumbent Directors (Gerald McGoey, Douglas Reeson and Louis Mitrovitch) as directors of UBS**
- **<u>FOR</u> the election of the Concerned Shareholders' Nominees (Robert Ulicki, Grant McCutcheon and Henry Eaton) as directors of UBS**

In order to be deposited in time to be used at the Meeting, your proxy must be received by Kingsdale Shareholder Services Inc. Attention: Proxy Department prior to 5:00 p.m. (Toronto time) on June 29, 2010.

If you have any questions, or require any assistance in voting your shares, please call:

KINGSDALE
Shareholder Services Inc.

Kingsdale Shareholder Services Inc.
1-866-879-7650
(toll free)

Or visit:

www.saveUBS.com

June 3, 2010

TABLE OF CONTENTS

Page

SOLICITATION OF PROXIES

This information circular and the accompanying **YELLOW** proxy are being sent to you in connection with the solicitation of proxies by Clareste Wealth Management Inc. and certain other UBS shareholders (the "**Concerned Shareholders**") named in this information circular (the "**Circular**") to be used at the upcoming special meeting (the "**Meeting**") of holders of common shares of Unique Broadband Systems, Inc. ("**UBS**" or the "**Company**") and at any and all adjournments or postponements arising from the Meeting. Information regarding the Concerned Shareholders is contained in this Circular. The Meeting is scheduled for Monday, July 5, 2010, at 9:00 a.m. (Toronto time) at 8250 Lawson Road, Milton, Ontario L9T 5C6, the principal and registered office of UBS.

The Concerned Shareholders are soliciting proxies in favour of (i) the removal of the incumbent directors, Gerald McGoey, Douglas Reeson and Louis Mitrovitch (the "**Incumbent Directors**") as directors of UBS; and (ii) the election at the Meeting of the following nominees as directors of UBS: Robert Ulicki, Grant McCutcheon and Henry Eaton (the "**Concerned Shareholders' Nominees**"). See "*Matters to be Acted On*".

Your vote is critical to the future of your investment in UBS. If you agree that changes to the board of directors of UBS are necessary, please sign, date and return the enclosed YELLOW proxy by fax at the number indicated on your proxy or in the enclosed self-addressed prepaid envelope.

You may sign the enclosed YELLOW proxy even if you have previously submitted a management proxy or voted electronically or by phone. In that case, the YELLOW proxy will revoke any earlier one. If your shares are registered in your name (as opposed to your broker's name), you may also revoke your management proxy by attending the Meeting and indicating your wish to vote in person. See *"General Proxy Information - Beneficial UBS Shareholders"* for information on how to vote shares registered in your broker's name at the Meeting.

The Company has fixed May 19, 2010 as the record date for shareholders entitled to receive notice of the Meeting. As of the record date, 102,747,854 UBS common shares were outstanding, based on information provided to us by the Company's registrar and transfer agent. Pursuant to By-Law No. 1 of the Company, as filed on SEDAR, shareholders of record are entitled to vote at the Meeting, except to the extent that any such shareholder has (i) transferred any of his shares after the record date, and (ii) a transferee of those shares (A) produces properly endorsed share certificates, or (B) otherwise establishes that he owns the shares, and demands not later than 10 days before the Meeting that the Company recognize the transferee as the person entitled to vote the transferred shares and include his name on the shareholders list, in which case the transferee will be entitled to vote his shares at the Meeting.

NOTICE REGARDING INFORMATION

Unless otherwise noted, the information concerning UBS, Look Communications Inc. ("**Look**") and their directors and officers contained in this Circular has been taken from, or is based upon, publicly available documents or records on file with Canadian securities regulatory authorities and other public sources. Although, the Concerned Shareholders have no knowledge that would indicate that any statements contained in such publicly filed documents are untrue or incomplete, the Concerned Shareholders do not assume responsibility for the accuracy or completeness of such information or for any failure by UBS or Look to disclose material information which may affect the significance or accuracy of such information. Information concerning UBS and Look, including their most recently filed financial statements and management's discussion and analysis, is available for review under their respective profiles on the System for Electronic Document Analysis and Retrieval (SEDAR) at www.sedar.com.

All currency references in this Circular are to Canadian dollars unless indicated otherwise.

FORWARD-LOOKING STATEMENTS

Certain statements contained in this Circular constitute forward-looking statements. The words "may", "would", "could", "will", "intend", "plan", "anticipate", "believe", "estimate", "expect" and similar expressions as they relate to the Concerned Shareholders, the Concerned Shareholders' Nominees, UBS or Look, are intended to identify forward-looking statements. Such statements reflect the Concerned Shareholders' current views with respect to future events and are subject to certain risks, uncertainties and assumptions. The Concerned Shareholders' Nominees assume no responsibility for any such statements. Many factors could cause actual results, performance or achievements that may be expressed or implied by such forward-looking statements to vary from those described herein should one or more of these risks or uncertainties materialize. Such factors include, but are not limited to, the financial condition and cash flow of UBS and Look, binding contractual covenants entered into by UBS and/or Look, pending or future litigation involving UBS and/or Look, general market conditions, the market for and regulations surrounding the purchase and sale of tax losses and other general business, technological, competitive and regulatory factors.

NOTICE TO UNITED STATES SHAREHOLDERS

This solicitation of proxies is not subject to the requirements of Section 14(a) of the *United States Securities Exchange Act of 1934*, as amended (the "**U.S. Exchange Act**"). Accordingly, such solicitation is made in the United States with respect to securities of a Canadian foreign private issuer in accordance with Canadian corporate and securities laws and this Circular has been prepared in accordance with disclosure requirements applicable in Canada. Shareholders of UBS in the United States should be aware that such requirements are different from those of the United States applicable to proxy statements under the U.S. Exchange Act.

WHY A NEW BOARD OF DIRECTORS IS NECESSARY

As disclosed in more detail in this Circular, we believe that the Current Board's: (i) excessive compensation awards, (ii) poor track record of creating value for UBS shareholders, (iii) unexpected failure to capitalize on the economic benefits of converting the Look Debentures into Look shares, (iv) poor corporate governance practices, and (v) inadequate public disclosure of material information, are all reasons why UBS shareholders should elect the New Board at the Meeting. See "*How Your Current Board has Failed You*".

The New Board's priorities will be to:

- Pursue Recovery of the "Restructuring Awards" Paid by UBS
- Minimize Expenses Generally at UBS
- Reset Board Compensation
- Carefully Review Existing Service Agreements entered into by UBS
- Distribute Cash and Wind-up of UBS

And at Look:

- Change the Board of Directors of Look
- Actively Pursue Monetization of Look's Tax Losses
- Hold Look's Directors and Officers Accountable
- Pursue Recovery of the "Restructuring Awards" Paid by Look
- Carefully Review the Acts of Look's Board and Management
- Distribute Cash and Complete the Final Wind-up of Look

We believe that only your New Board will be able to pursue the foregoing action plan free from conflicts of interest. See "*The New Board's Action Plan for UBS*".

HOW YOUR CURRENT BOARD TOOK POWER

In October 2001, Gerald McGoey (the current Chief Executive Officer ("**CEO**")) and Alex Dolgonos (the current Chief Technology Consultant and controlling shareholder of UBS) formed a dissident group to install Gerald McGoey, Louis Mitrovitch and Douglas Reeson (collectively, the "**Current Board**") as their nominees to the UBS Board of Directors. McGoey and Dolgonos filed a dissident information circular to replace the then existing board of directors at the shareholder meeting to be held on November 27, 2001. Interestingly, one of the principal complaints leveled against the then existing board of directors by Gerald McGoey was that the board's interests were not aligned with shareholders' interests because UBS' share price had declined while fees to UBS directors was excessive.

The November 27, 2001 shareholder meeting was ultimately postponed as a result of the commencement of litigation by Alex Dolgonos against UBS' Special Committee and the resulting counter-claims made by the Special Committee. Pursuant to the minutes of settlement of such litigation, the Special Committee agreed not to oppose McGoey's and Dolgonos' nominees to the board at the 2002 annual meeting and McGoey, Mitrovitch and Reeson were elected at the shareholder meeting held on March 18, 2002, together with other board members. One of their first acts of business was to appoint Gerald McGoey as Chairman and CEO of UBS. McGoey, Reeson and Mitrovitch have held their respective positions with UBS since March 2002.

HOW YOUR CURRENT BOARD HAS FAILED YOU

1. Compensation With No Bounds

The Current Board and senior executives of UBS awarded themselves extraordinary compensation in 2009, comprised of not only excessive annual compensation but also super-added so-called "restructuring awards". These "restructuring awards" were awarded by both UBS and its *de facto* subsidiary Look Communications Inc. ("**Look**") to the directors and senior executives of UBS and Look. These "restructuring awards" were NOT awarded pursuant to any pre-existing UBS compensation plan; they were NOT awarded with shareholder approval; and to our knowledge were NOT even publicly disclosed at the time of the approval of the grant by your Current Board.

So how bad was it?

Current Board and Executive Officers of UBS

- In 2009, the total compensation awarded to your Current Board and top three executives of UBS was an awesome **$16.9 million**.

  This is the equivalent of more than two times (2x) the approximately $8.2 million of remaining market capitalization of UBS as of June 2, 2010.

- Each "independent" director of UBS was awarded either $450,000 or $465,000 in "restructuring awards" in 2009.

Chief Executive Officer's Compensation

- In 2009, Gerald McGoey's total compensation was a staggering **$8,299,936**. This amount was comprised of:

  - ⇨ $5,565,696 in "restructuring awards" paid by Look,
  - ⇨ $1,800,000 in "restructuring awards" awarded by UBS,
  - ⇨ $570,000 in management fees paid by UBS,

- ⇨ $249,118 in option-based awards granted by UBS,
- ⇨ $63,500 in director fees paid by UBS, and
- ⇨ $51,622 in deferred bonuses, club memberships and car allowances paid by UBS.

- With $8.3 million in total compensation in 2009, Gerald McGoey would have received the **25th highest total compensation for a CEO** of the 100 largest Market Cap TSX issuers as reported by The Globe and Mail, if UBS had been included in the S&P/TSX Composite Index.

  Of course, UBS is a TSX Venture Exchange issuer with less than $10 million in market capitalization which makes Gerald McGoey's comparative ranking so shocking.

- Gerald McGoey's 2009 total compensation surpassed the total compensation awarded to the CEOs of Encana, BMO, CIBC, TELUS and BCE.

Total Compensation Awarded by UBS and Look

- In 2009, UBS and Look collectively awarded $25.42 million in aggregate total compensation to the directors and executive officers of UBS and Look, of which $22.7 million were "restructuring awards".

Total Restructuring Awards Granted by UBS and Look

- The $22.7 million in aggregate "restructuring awards" awarded to the directors and executive officers of UBS and Look were comprised of:
  - ⇨ $5,245,000 in restructuring awards awarded by UBS to its own directors and executive officers,
  - ⇨ $9,616,433 in restructuring awards paid by Look to UBS' executive officers, and
  - ⇨ $7,911,205 in restructuring awards paid by Look to its own directors and executive officers (that are not also executive officers of UBS).

What Have these Individuals Done to Deserve these Payouts?

Has these individuals' performance warranted this extraordinary compensation? You decide!

UBS and Look are micro-cap companies with minimal operations that achieved less than $30 million in revenue in 2009. Under the leadership of your Current Board and management of UBS, UBS' share price has declined 83% since March 18, 2002 when your Current Board and Gerald McGoey seized control of UBS. The following chart shows the dramatic loss in value at UBS under your Current Board's tenure and the enormous compensation they awarded themselves and management in 2009.

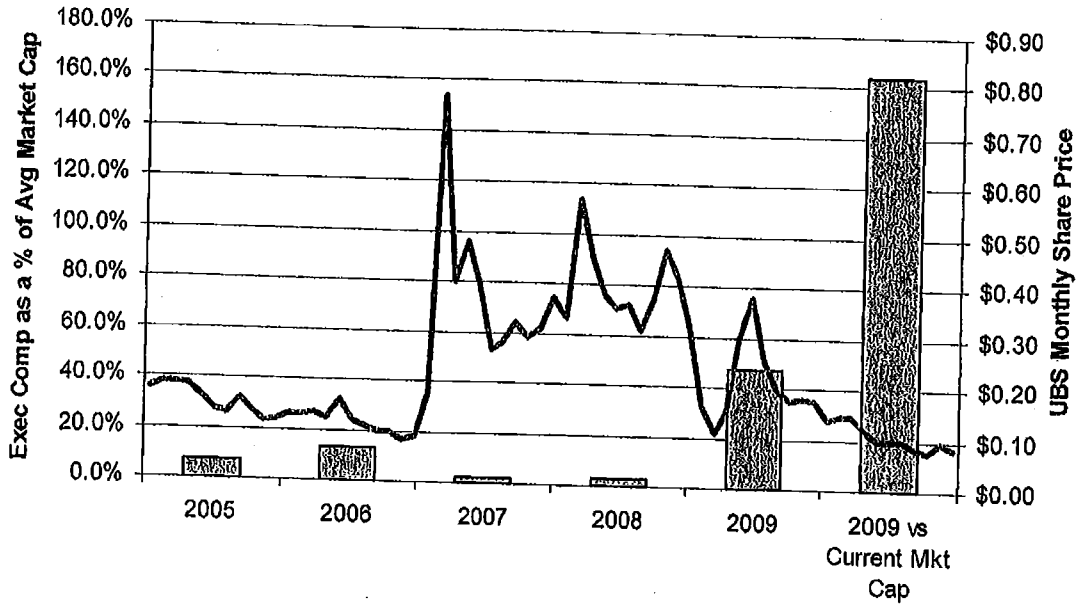
UBS'	2001/2	2009/10	Value +/–
Closing share price	$0.47 March 18, 2002	$0.08 May 25, 2010	Minus 83%
Cash per share[1]	$0.56 August 31, 2001	$0.175 February 28, 2010	Minus 69%
Market Cap	$48.3 million March 18, 2002	$8.2 million May 25, 2010	Minus 83%
Cash compensation[2] (UBS Executives and Directors)	$1,512,931 2001 fiscal year	$16,267,816 2009 fiscal year	**Plus 975%**

Notes:

1. Calculated by dividing cash and cash equivalents on the balance sheet at the period end by the shares reported outstanding at period end in the financial statements.
2. Includes salary, restructuring awards, management fees, service fees, director fees and other cash payments from management information circulars dated February 12, 2002 and January 19, 2010. 2009 fiscal year includes payments by Look and UBS and excludes $465,000 of restructuring awards not accepted by Peter Minaki, a former UBS director, as reported in the Financial Post.

UBS incurred losses in each of the past five years, with steady declines in both revenues and subscribers. The two graphs below show the declines in key performance metrics contrasted against the dramatic increase in compensation awarded to UBS management.

Share Price and Executive Compensation

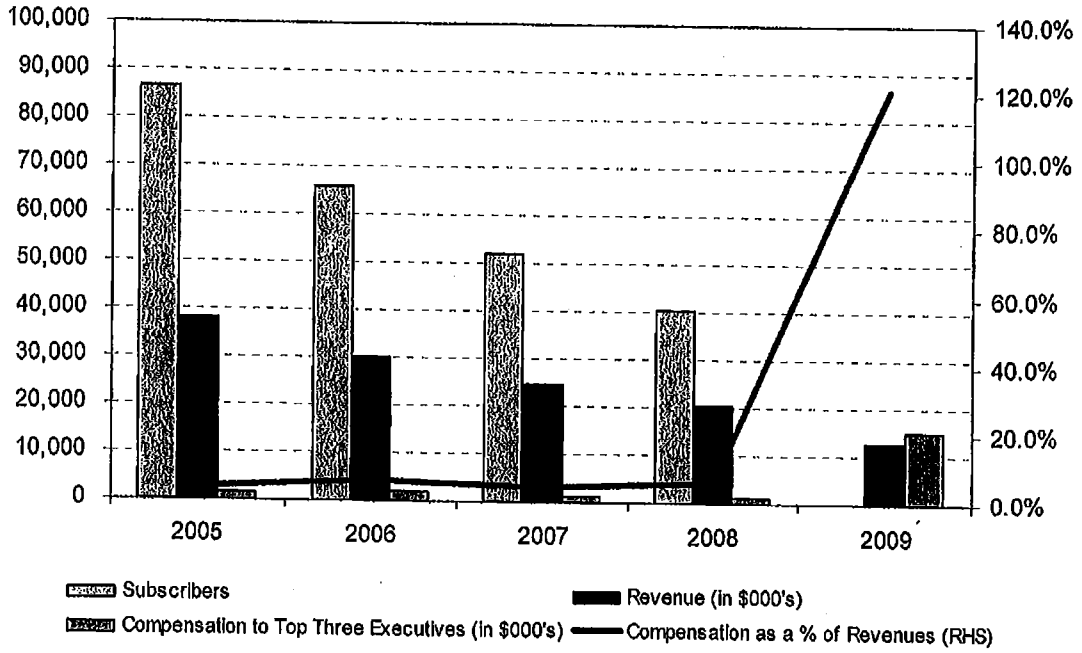


Notes:

1. Executive compensation includes compensation of the top three executives (not including payments to board members) as disclosed in UBS' management information circulars.
2. Average market capitalization is calculated by the simple average of the high and low closing price for the year multiplied by the weighted average diluted UBS common shares outstanding for the year as reported in UBS' annual audited financial statements.
3. Current market capitalization is calculated using the closing price of UBS common shares of $0.09 on May 31, 2010.

Subscribers, Revenue and Compensation

The following shows revenue decline, subscriber decline and compensation as a percentage of revenue for UBS. Remarkably, in 2009, total executive compensation exceeded revenues at UBS.



Notes:

1. Subscribers includes broadcast, internet (dial-up and high speed) and other as reported in UBS' annual MD&A.
2. Revenue is derived from UBS' audited annual financial statements. 2008 revenues are as reported prior to restatement.
3. Compensation is total compensation awarded to the top three executives as reported in UBS' management information circulars.

Outrageous Restructuring Awards and Lofty Service Agreements With Golden Parachutes

In 2009, Gerald McGoey and Alex Dolgonos were awarded aggregate "restructuring awards" of $7,365,696 and $5,480,737, respectively, from UBS and Look. The restructuring awards were made as Look was being wound-up after having failed to achieve sustainable, profitable operations and being UBS' only remaining business interest.

In addition, Gerald McGoey and Alex Dolgonos each control a company that is party to a service agreement (each, a **"Service Agreement"**) with UBS. In its management information circular dated May 30, 2010, UBS has for the first time provided disclosure about certain payment provisions under the Service Agreements. Most striking is that each Service Agreement includes a golden parachute (*i.e.*, three times (3x) a prescribed annual payout) triggered by a change-of-control of UBS. Each of Gerald McGoey's and Alex Dolgonos' Service Agreements provides for:

- An annual "base fee" of $570,000 and $475,000, respectively, from UBS;

- Cash bonus payments at the discretion of the UBS Board of Directors; and

- A golden parachute that, if triggered and paid by the UBS Board, would reportedly amount to an aggregate payout of an astonishing $15.8 million in additional payments to these individuals.

Perhaps the most staggering aspect of Gerald McGoey's Service Agreement is that the golden parachute payments are triggered if he is not elected as a director of UBS! It is an affront to shareholder democracy that shareholders' rights can be undermined in this manner.

We believe that the compensation and "restructuring awards" approved in 2009 are completely out of control, out of line and unacceptable.

It is unconscionable to us that the Service Agreements were not renegotiated as part of the $12.9 million in "restructuring awards" awarded to Gerald McGoey and Alex Dolgonos in 2009 by UBS and Look. In our view, the Service Agreements demonstrate the complete and total entrenchment of UBS management. We cannot defer to the Current Board's purported business judgement in approving the Service Agreements and awarding such exorbitant amounts in these circumstances.

Further, the "restructuring awards" are evidence to us of a systemic conflict of interest between the Boards and management of UBS and Look. Gerald McGoey, the CEO of UBS and Look, sits as a non-independent member of the UBS' Nomination, HR and Compensation Committee (the "**UBS Compensation Committee**") and Look's Compensation and Human Resources Committee (the "**Look Compensation Committee**"). Both UBS and Look report in their January 19, 2010 management information circulars that Gerald McGoey was extensively involved in making recommendations and providing input regarding the setting of compensation and granting of "restructuring awards". Not surprisingly, neither the UBS nor Look directors hired a compensation consultant when approving the "restructuring awards".

The "restructuring awards" put into question the "independence" of all non-management directors of UBS and Look. The fact that the independent members of your Current Board of UBS awarded themselves either $450,000 or $465,000 in "restructuring awards" in 2009, we believe, is determinative of their inability to exercise impartial business judgement with respect to executive compensation.

In our opinion, the awards demonstrate that your Current Board has ceased acting in the best interests of UBS shareholders. We further believe that any member of the Current Board that authorized such payments in light of the Company's current financial condition could only have done so in breach of their fiduciary duty to UBS.

2. Poor Track Record of Performance

Current Directors Seize Control in March 2002

Your Current Board, with Gerald McGoey as CEO, seized control of UBS on March 18, 2002. Their stated objective being to "rebuild the value and capitalize on the promise held out by UBS." Indeed, in fiscal 2002, UBS had over $25 million in revenue, promising technology and engineering targeting an exciting industry sector. As Gerald McGoey put it:

"We are excited about the prospects for UBS. This is a company with a very strong platform. It has developed very good relationships with a number of significant clients including the U.S. military and Hughes Electronics Corporation, has demonstrated a very strong engineering capability, boasts an attractive balance sheet and is active in one of the most explosive industries in the world - wireless communications. We intend to harness this platform and take advantage of any other opportunities that will allow us to deliver shareholder value." - ***Press Release March 18, 2002***

On July 5, 2002 UBS acquired Point-to-Point Radio assets from SierraCom, for an aggregate purchase price of $1.9 million and retained key personnel. In October 2002, UBS announced the acquisition of assets from BroadTel Communications, Inc. As Gerald McGoey put it:

"This is a strategic acquisition for UBS. BroadTel has spent the last three years developing a Point-to-Multipoint broadband wireless access system for next generation networks ... precisely the market we are targeting. Coupled with the recent purchase of assets from SierraCom and the pending partnership with Look Communications, UBS is now better positioned to address the needs of wireless ISPs and telcos." - ***Press Release October 21, 2002***

UBS Does an About-Face and Sells All Operations by October 2003 for only $2.0 Million

UBS sold all of its engineering and manufacturing business in October 2003 to a new company "owned by a group of former UBS engineers". UBS received as consideration a three-year secured loan of $2 million bearing interest at 8%. Under certain circumstances, including in the event of default, UBS could acquire a 66.67% ownership stake in the new company. We cannot find any report by UBS that it ever received any equity interest in the new company. Additionally, UBS stated that it may be entitled to further proceeds upon any re-sale of the new company. The accounting impact of the divesture was a one-time loss to UBS of approximately $4.0 million.

In sum, Gerald McGoey achieved $2.0 million plus 8% interest for UBS' entire operations and assets (other than its Look shares). As this included the recently acquired SierraCom and BroadTel assets which cost approximately $2.0 million, in our estimation, he and your Current Board ultimately created zero value from the UBS operations and assets that they seized control of in March 2002.

UBS Holds Out Promise of Investment in Look in 2003

On May 29, 2003, UBS acquired a 29.9% equity interest in Look and, on December 31, 2003, UBS exercised an option to acquire a 51% equity interest in Look. At December 31, 2003, Look had $48.77 million of revenues and 125,000 subscribers.

"The investment in Look provides an opportunity for the Company (UBS) to apply its experience in the wireless industry to the management of Look's operations. It is the Company's intention to focus both financial and human resources on maximizing Look's potential, which is expected to be of significant benefit for shareholders of both companies. Look is a communications company that has a large customer base and a stream of recurring revenues." - ***October 17, 2003 MD&A***

Like UBS before it, under the leadership of Look's current directors and Gerald McGoey, Look is now selling all of its assets and operations after having failed to build a viable business. A Plan of Arrangement and court supervised sale of Look's assets was initiated in January 2009 for this purpose at the urging of Look's Board of Directors and is almost complete, with only a few assets remaining, including Look's tax losses.

Look Fails as a Business and Commences Plan of Arrangement and Sale of Assets in 2009

Despite much promise, Look has turned to asset sales as a means to try to create value. Unfortunately, the asset sales to date have failed to create significant value. Gerald McGoey, as CEO of Look, represented that a Plan of Arrangement and sale of Look's assets was the best way to maximize value for Look shareholders. In the investor presentation made at the special meeting of Look shareholders held on January 14, 2009, Gerald McGoey stated that the:

> "Plan of Arrangement is the best way to maximize shareholder value while at the same time offer shareholders the confidence that this would be a fair process...shareholder value will be maximized as a result of this very public, transparent, certain and final sale process."

Moreover, Gerald McGoey set high expectations at the special meeting by highlighting the prices paid for wireless spectrum by Rogers, Bell and TELUS ranging from approximately $741 to $999 million. He also reviewed the purchase price paid by new entrants for wireless spectrum, such as Globalive Communications Corp.'s purchase of 10MHz for $442 million.

Further, at the special meeting, no mention was made of "restructuring awards", "equity cancellation payments" or restructuring costs of any nature nor did Gerald McGoey discuss the existence of circumstances (actual or foreseeable) that could trigger the payment of "restructuring awards" to directors and executive officers of UBS and Look.

We believe that the Plan of Arrangement and subsequent wireless spectrum sale has resulted in shattered shareholder expectations and far lower Look share values. As detailed below, the sale of Look's wireless spectrum was sold for a disappointing price of $80 million ($64 million net of a legal settlement) and, to the shock of shareholders, $22.7 million of the cash generated from the Look wireless spectrum sale has been awarded to executives and directors of UBS and Look as "restructuring awards".

Look's Disappointing Wireless Spectrum Sale

We believe that the sale price received for Look's primary asset, its wireless spectrum, was well below the value received by others for similar wireless spectrum in Canada. We also believe that the sale price fell far short of the expectations set by Gerald McGoey at the January 14, 2009 special meeting of Look shareholders.

On May 5, 2009, Look announced a deal with Inukshuk Wireless Partnership ("**Inukshuk**") to sell its wireless spectrum (2596 to 2686 MHz and 2689 to 2690 MHz inclusive) in Ontario and Quebec and broadcast license for gross proceeds of $80 million ($64 million net of a legal settlement with Bell Canada, one of Inukshuk's owners). We estimate that this sale price equals approximately $0.07 per MHz/POP (based on the quantum of spectrum sold, population covered by the spectrum and the sale price) and believe that it represents a new low in Canada for the sale of mobile wireless spectrum. Less than a year earlier, Industry Canada achieved an average value of $1.55 per MHz/POP in its auction of

wireless spectrum in the AWS band (1.7 and 2.1 GHz), and it should be noted that the highest regional values were achieved in Ontario and Quebec. About a year after the Look deal with Inukshuk, Craig Wireless Systems Ltd. announced a deal to sell its 2.5 GHz wireless spectrum in western Canada to Inukshuk. This wireless spectrum was virtually identical to the wireless spectrum that Look had owned, except that it covered less than a third of the number of people. As a result, we estimate (based on the quantum of the spectrum sold, population covered by this spectrum and sale price), that Craig Wireless achieved an approximate valuation of $0.24 per MHz/POP. If Look had achieved the same valuation as Craig Wireless, then Look would have received gross proceeds of approximately $271 million from the sale of its spectrum.

Regardless of the excuses that management might put forward for the disappointing wireless spectrum sale proceeds, the facts remain that:

- The process did not generate superior value for Look or UBS shareholders.
- The current directors and executives have been in control of Look through times when record prices were achieved for the sale of comparable wireless spectrum assets.
- Another small wireless company recently sold comparable wireless spectrum for a much higher relative value subsequent to May 5, 2009.

Look's Failure to Monetize $367 Million of Tax Losses

UBS has thus far failed to create any value from the significant tax losses within either UBS and Look. The principal tax losses are held by Look and are stated in the unaudited interim financial statements for the period ended February 28, 2010 to be approximately $367 million of non-capital income tax losses. Approximately, $184 million of those tax losses are set to expire on December 31, 2010.

The monetization process for these tax losses has been in effect for well over a year with no results. In recent years, we have seen other companies, such as Ballard Power, monetize tax losses at attractive valuations, so we are left wondering if the current regime at UBS and Look is doing all that it can to extract value from this asset before it expires. UBS and Look have not disclosed any significant details of their actions and negotiations with regards to the tax losses, so we can only speculate as to why no transactions have been entered into to date.

We believe that it is possible that a sale of the entire company might be necessary to monetize the tax losses at Look. We are concerned that the change-of-control provisions in the Service Agreements and in the management service agreement (**"Management Service Agreement"**) between UBS and Look could be discouraging buyers of Look and/or UBS in the fear that they would be forced to pay millions of dollars in change-of-control payments.

We do not discount the possibility that the tax losses may not have any real commercial value and may be, for all practical purposes, unsaleable. In this scenario, the existing regime might not be at fault in failing to monetize the tax losses, but they would be at fault for leading investors to believe that the tax losses had material value and that a *bona fide* sale process is necessary. In any of these or other possible scenarios, the bottom line remains that the New Board is needed to be elected to investigate the possibility of monetizing Look's tax losses assets before they expire and to report to shareholders on the process.

3. **Failure to Realize Significant Value by Redeeming $3.0 Million of Look Debentures for Cash**

On May 11, 2010, your Current Board was presented with an opportunity to create millions of dollars in value by converting an aggregate principal amount of $3.0 million of Look debentures (the "**Debentures**") owned by UBS into 40 million Look shares (comprised of 20 million multiple voting shares and 20 million subordinate voting shares) at $0.075 per principal amount of the Debentures. The closing price for Look multiple voting shares and subordinate voting shares on May 11, 2010 was $0.17 and $0.14, respectively. Accordingly, the Debentures were well "in-the-money" and the rational economic response would be to convert them into Look shares.

Your Current Board and management elected to receive cash instead, potentially costing UBS millions of dollars. Your Current Board and UBS management chose not to:

- Convert the Debentures into Look shares and sell them in the market for conceivably up to $6.2 million based on the closing prices for Look shares on May 11, 2010, representing up to a $3.2 million premium over the $3.0 million of redemption proceeds received.

- Sell the Debentures in the market at a premium to the aggregate principal amount of the Debentures given that the $0.075 conversion price was "in-the-money" when compared to the closing prices for Look shares on May 11, 2010.

- Convert the Debentures into 40 million Look shares and hold them for a final distribution of Look's cash to shareholders which we believe should have provided an ultimate distribution of significantly more than the $3.0 million of redemption proceeds received.

We cannot understand why a company with a market capitalization of only $8.2 million would forego such a significant economic opportunity. We are further dumbfounded by the fact that on April 23, 2010 and on May 3, 2010, UBS announced its intention to use all reasonable efforts to convert such portion of its Debentures so as to ensure that it held no more than 49% ownership of Look on a fully-diluted basis. Based on this, UBS would have converted the majority of its Debentures into Look shares. However, only after the conversion deadline passed, UBS announced that it would not convert its Debentures into Look shares.

UBS shareholders must ask why your Current Board changed its mind:

- Was it to offset or fund the egregious $5,245,000 in "restructuring awards" awarded by UBS to its own directors and executive officers?

- Was it to pay the costs of a looming proxy contest?

- Was it to pay golden parachutes, if triggered?

No business rationale has been provided. In fact, the Financial Post contacted UBS and the response was simply "the circumstances changed". We believe that this action represents deplorable business judgment and suggests serious conflicts of interest at your Current Board.

4. Poor Corporate Governance Practices

Abandonment of SARs Plan and Stock Option Plan for "Restructuring Awards"

UBS has consistently stated over the years that it has two incentive compensation plans both of which are directly linked to share price, namely the Share Appreciation Rights Plan ("**SARs Plan**") and Stock Option Plan. Your Current Board of UBS abandoned these Plans which tie performance to objective criteria, such as share price, for a discretionary bonus scheme of $22.7 million of "restructuring awards" evidently based on highly subjective and arbitrary criteria such as the relinquishment of SARs units, the absence of pension benefits and the limitations on executives to trade their stock.

One of the "rationales" for the "restructuring awards" was that directors and executive officers relinquished all rights to their SARS units in UBS and Look. The SARs are a form of cash incentive compensation with payments linked directly to share price appreciation above a strike price. Using publicly available disclosure, we estimate that the Look and UBS SARs units would have resulted in payments of approximately $2.85 million at Look and $480,000 at UBS at the close of business on Friday May 29, 2009 (the "restructuring awards" were granted effective May 31, 2009, in part, to replace the SARs units). This estimated $3.33 million would have been in addition to annual salaries and is calculated using the difference between the SARs units' various strike prices and the closing share price of Look and UBS on Friday May 29, 2009. Apparently, an estimated $3.33 million of cash bonus compensation was not enough for the management and the current directors and so the SARs units were fully relinquished and, in their place, "restructuring awards" of $22.7 million were awarded.

No True Independent Directors on the Boards of UBS and Look

UBS' "independent" directors awarded themselves an astounding bonus in 2009 of either $450,000 or $465,000. Similarly, the Look "independent" directors awarded themselves $195,367 each. Gerald McGoey, the CEO of UBS and Look, sits on the UBS Compensation Committee and Look Compensation Committee. Accordingly, neither committee is fully independent nor is the UBS Compensation Committee majority independent. Both UBS and Look report in their January 19, 2010 management information circulars that Gerald McGoey was extensively involved in making recommendations and providing input regarding the setting of compensation and granting of "restructuring awards". Not surprisingly, neither the UBS nor Look directors hired a compensation consultant when granting the "restructuring awards".

We do not believe that your UBS directors can be considered "independent" under any legal or common sense definition of the term. In accepting these huge awards, these so-called independent Board members have, in our view, completely aligned themselves with the current management of Look and UBS. We believe these Boards are now entrenched and cannot be expected to act independently.

Payments Contrary to the Management Services Agreement?

Why were Alex Dolgonos and Gerald McGoey paid "restructuring awards" directly by Look? In May 2004, UBS and Look entered into the Management Services Agreement pursuant to which UBS provides Look with a wide range of services to maximize Look's full commercial potential, including the services of Gerald McGoey as CEO and Alex Dolgonos as a technology consultant. They were paid good money for what was a dismal result.

UBS provides these executives and additional services to Look for an annual fee of $2.4 million. The Management Services Agreement expressly provides that Look may, from time to time, recognize the performance of UBS in the form of additional cash bonus payments.

Nowhere in the Management Services Agreement is there reference to individuals serving under the Management Services Agreement receiving direct compensation payments from Look. In fact, Look's public disclosure has been very explicit in stating that Gerald McGoey "does not receive direct compensation from Look" and, in fact, we believe that he never did before May 31, 2009 nor did Alex Dolgonos.

Given the existence of the Management Services Agreement, why was $9.5 million of "restructuring awards" paid directly to Gerald McGoey and Alex Dolgonos by Look? If this $9.5 million was fairly and properly owing for duties performed by these executives serving Look pursuant to the terms of the Management Services Agreement, was this payment not properly payable to UBS where it would accrue to shareholders and not to Messrs. McGoey and Dolgonos? Did UBS' independent directors consider this? Did they seek legal advice on this?

5. Inadequate Public Disclosure

Inadequate Disclosure About 2009 Restructuring Awards

Neither UBS nor Look disclosed the intention to pay the aggregate $22.7 million in "restructuring awards" to their directors and executive officers prior to their grant. UBS and Look had ample opportunities, as early as January 2009, to disclose its intention to pay such "restructuring awards" to their respective shareholders, including before Look's Plan of Arrangement was approved.

No disclosure was made about the "restructuring awards" in the Plan of Arrangement materials and proxy circular mailed to Look shareholders for the January 14, 2009 special meeting of Look shareholders. These materials specifically state that no informed person (including a director or executive officer) had any material interest in transactions that would occur under the Plan of Arrangement. Yet, the circumstances that UBS and Look claim gave rise to the $22.7 million payment of "restructuring awards" (as disclosed in their respective management information circulars each dated January 19, 2010) would have clearly been in existence and/or reasonably foreseeable at the time of the January 14, 2009 special meeting when the Look Plan of Arrangement was approved. The so-called circumstances include the fact that there was an absence of pension plans, an inability of executives to exercise options and trade in shares, no salary increases in 2009, the requirement to relinquish SARs and stock options and the fact that the asset sale may not be completed for $80 million. Accordingly, we fail to understand why your UBS Board and the Look Board did not disclose the "restructuring awards" at this time.

At the February 25, 2009 Look shareholder meeting, no disclosure was made to adjust the liability Look had accrued in respect of the SARs or any other compensation plan. At that time, the liability disclosed was approximately $2.5 million. Look's CFO, Jason Redman, reviewed in detail the current liabilities of Look at this meeting and made no comment about contingent "restructuring awards".

Further, in our opinion the quantum of the "restructuring awards" was clearly material to both UBS and Look and, at a minimum, should have been disseminated by press release at the time of the approval of the grant. Despite this materiality, the disclosure was at first cryptic and vague. To our knowledge, the first reference to the "restructuring awards" was to the "human resource restructuring charges" of UBS found in UBS' interim financial statements and MD&A filed on July 21, 2009.

Disclosure of the amount of accrued contingent payments to Gerald McGoey, Alex Dolgonos, your Current Board and other UBS management was reported in the annual financial statements and MD&A filed on December 4, 2009. However, the details of the "restructuring awards" and the rationale for such awards was not fully disclosed finally until the filing of the UBS management information circular dated January 19, 2010. We believe that your Current Board has, at best, failed to be transparent (or, at worst, has tried to delay disclosure), about its decision to award the "restructuring awards". This sort of creeping disclosure of material information is deplorable as well as harmful to investors.

THE CONCERNED SHAREHOLDERS RESPOND TO YOUR CURRENT BOARD'S ALLEGATIONS

In the management information circular dated May 30, 2010 (the "**UBS Management Circular**"), your Current Board makes a number of incredulous claims why your Current Board should be re-elected. We believe that many of these claims are more examples of your Current Board's high-handed approach to shareholders while others, in our opinion, are without merit. So we are using this opportunity to respond to your Current Board's "allegations" against us.

1. A New Board Could Trigger $15.8 Million in Golden Parachutes!

In a shocking revelation, your Current Board decided to disclose in the UBS Management Circular, for the first time, the details and quantum of certain payment provisions in the Service Agreements with Gerald McGoey and Alex Dolgonos. In particular, there are "Company Default Provisions" in Gerald McGoey's Service Agreement that allow him to terminate the Agreement if, among other things, he is not elected to the Board or retained as CEO. Apparently, the Company Default Provisions have been in force at the time of every annual meeting since 2006 despite the absence of disclosure. Only now are we told that if Mr. McGoey is not elected as a director at the Meeting that he will be entitled to a $8.6 million payment as a result of such a "Company Default". This is in addition to the $8.0 million of "restructuring awards" already awarded to him by the Current Board! Further, following a change-of-control of UBS (which includes his termination), Alex Dolgonos is entitled to a $7.2 million payment – in addition to the $5.9 million in "restructuring awards" already awarded to him by the Current Board – if there is a change in the business relationship. Simply put, we believe that the Service Agreements represent the attempt to entrench management and, in our view, is evidence that your Current Board does not believe in shareholder democracy. The failure to disclose the quantum and details of golden parachutes of this magnitude until now is of great concern to us.

We are not persuaded by your Current Board's claims that electing a New Board will provide a legitimate basis for actually paying any of the change-of-control payments to Gerald McGoey and Alex Dolgonos. Our legal counsel has requested copies of the Service Agreements to review the change-of-control and other termination provisions. As a result of our requests for disclosure, UBS filed the Service Agreements on SEDAR on the date hereof, confirming, what we expected, that these are material contracts that ought to have been previously publicly filed. We continue to review these agreements and invite shareholders to do the same. In the meantime, our legal counsel has put each of the directors of the Current Board on notice as follows:

> ... the Service Agreements and any termination payments purporting to be made thereunder which are triggered by the results of a vote of the shareholders at a duly called and properly held meeting, would, in our view, be improper payments and the receipt of such payments would be in breach of the fiduciary duties owed by the recipients to UBS. Further,

any advance arrangements or commitments to pay these funds will give rise to liability on the part of the directors. Moreover, any action taken by others within UBS, including members of the Board, to aid or facilitate in the making of such payments, would be undertaken knowing that such actions were to aid, assist and abet improper payments. Any persons providing such knowing assistance will be pursued for recovery of the payments.

We are strongly of the view that if a member of the Current Board, including an independent director, approves such a payment, such individual would expose himself to significant personal liability at the hands of UBS' Canadian, US and international shareholders, as well as governing regulatory authorities.

These golden parachutes are another reason why you need the New Board to fight for your right to receive value from UBS! The New Board will act with all prudence in reviewing the Service Agreements and searching for a just resolution for all UBS shareholders.

2. Your Current Board Has Maximized Value for Shareholders!

We disagree! Your Current Board has presided over an 83% drop in the price of UBS common shares since taking power. We estimate that UBS sold most of its operations and assets in 2003 for nearly zero value. The investment in Look has been a failure, in our opinion, with Look ending up a failed business and entering into a disappointing sale of its principal asset – the wireless spectrum. See "*How Your Current Board Has Failed You – 2. Poor Track Record of Performance*".

Your Current Board alleges that Look's 2010 Plan of Arrangement ("**2010 POA**") was abandoned as a result of the actions of certain minority Look shareholders. The Concerned Shareholders believe that the 2010 POA was a transparent attempt to insulate Look's Board and management from the likelihood of shareholder lawsuits resulting from Look's decision to pay approximately $17.5 million of "restructuring awards". The 2010 POA contemplated releases that would bar claims against Look's directors for the repayment of the "restructuring awards". Following the announcement of the 2010 POA, our legal counsel conveyed to Look's Board our concerns, requested disclosure of certain documents and sought repayment of the "restructuring awards" to Look. We had every intention of negotiating the terms of our support for the 2010 POA vote, provided that there was a trade-off or compromise that would accrue a reasonable economic benefit to Look shareholders, including UBS. However, before any negotiation could take place, Look announced, without prior notice or warning, that it had abandoned the 2010 POA.

3. Your Current Board Has Secured Cash Flow for UBS Through Services Provided to Look!

Amazingly, your Current Board wants to be congratulated for securing cash flow from the Management Services Agreement with LOOK. The reality is that the Current Board has completely strained UBS' cash flow and financial condition with dubious awards and contractual commitments. Shareholders need to ask themselves, how did your Current Board improve UBS' financial condition when it:

- agreed to pay $5.25 million in "restructuring awards" in 2009?

- chose not to realize on a possible $3+ million economic benefit by redeeming the Debentures for cash rather than Look shares?

- approved the Service Agreements which they claim might pay out another $15.8 million in change-of-control/termination payments?

4. Your Current Board was Recently Elected!

True. However, your Current Board created a state of facts that has forced us to call a special meeting within only a few months after the February 24, 2010 meeting. In particular, we were left with no alternative as a result of the Current Board's failure to fully and plainly disclose the details of "restructuring awards" until the date it filed the January 19, 2010 management information circular. The February 24, 2010 shareholder meeting was the first opportunity for shareholders to ask management and your Current Board to explain and justify the $22.7 million of "restructuring awards". It was partly a result of the bombastic responses to the shareholder questions by Gerald McGoey that the Concerned Shareholders concluded that a shareholder group needed to be formed to requisition a meeting and replace the Current Board. Had your Current Board disclosed the "restructuring awards" at the time when they were approved, as your Current Board was required to do, shareholders such as ourselves may have been in a position to replace your Current Board at the last meeting.

5. If the "Restructuring Awards" are Challenged, Expensive and Protracted Litigation Will Delay and Reduce the Amount of Look's Available Cash!

We continue to be amazed at how high-handed your Current Board is towards its shareholders. Your Current Board is warning shareholders that if they challenge the $22.7 million of "restructuring awards", there will likely be expensive and protracted litigation involving UBS and Look which will delay the payout of cash by Look. This attitude towards shareholders is why we need a New Board at UBS! A New Board will be free from the conflicts of interest that will allow it to investigate, review and assess the validity of the payment of the so-called "restructuring awards".

6. The Concerned Shareholders Seek Control of UBS for No Consideration or Payment to UBS Shareholders!

Not true. The Concerned Shareholders are a mostly a grass roots collection of individuals with modest ownership in UBS. There is no current intention to acquire control of UBS by the Concerned Shareholders.

7. The Concerned Shareholders Have Not Disclosed a Business Plan for UBS!

The action plan for the New Board is disclosed herein under the heading "*The New Board's Action Plan For UBS*". Unlike your Current Board, the New Board intends to listen to shareholders. To that end, the New Board intends to announce a town hall meeting to explain their action plan and receive feedback from shareholders prior to the Meeting.

8. Strong and Experienced Board of Directors!

We are not impressed with the Current Board's "strength and experience" as board members, including their corporate governance practices. We believe that there has been systemic conflicts of

interest at the Boards of UBS and Look and ongoing and material disclosure omissions by the Current Board.

The New Board has the right mix of industry, finance and legal experience to serve UBS shareholders well and without conflict of interest.

9. The Concerned Shareholders' Proposal May Result in the Disruption of Look!

UBS has three remaining employees and Look is being wound-up by its current management. There is no reason to think that any changes initiated by the New Board would have any greater "disruption" on such employees given the state of these companies.

10. The Concerned Shareholders Have Not Acted in a Transparent Manner!

We disagree. Details of the Concerned Shareholders and the Concerned Shareholders' Nominees are included in this Circular. The Concerned Shareholders' Nominees want to hear from you! The New Board intends to announce a town hall meeting to explain their action plan and receive feedback from shareholders prior to the Meeting.

THE NEW BOARD'S ACTION PLAN FOR UBS

At the UBS shareholder meeting held on February 24, 2010, Gerald McGoey unequivocally stated that there is **no** intention by UBS' current management to reduce management salaries or to distribute cash when received from Look to UBS shareholders. *To the contrary, he advised the meeting that the plan is to seek new options for UBS and that he, as CEO, will continue to be paid $570,000 a year and Alex Dolgonos, as Chief Technology Consultant, will continue to be paid $475,000 a year.*

We strongly believe that UBS needs to take a new course of action and only the New Board will be in a position to implement the changes needed for the benefit of UBS shareholders.

The UBS Management Circular is critical that the Concerned Shareholders have no business plan. To the contrary, the business plan is simple. UBS has two principal assets, being its 39.2% economic interest (or 37.6% voting interest) in Look and its remaining cash. The New Board's general priorities will be to (1) conserve cash and recover, where possible, expenses and payments made by UBS under the Current Board and management, (2) maximize the value of UBS' investment in Look, and (3) wind-up and distribute UBS' assets to UBS shareholders.

The action plan for the New Board in more details is as follows:

Initiate Fundamental Changes at UBS

The New Board will:

1. Pursue Recovery of the "Restructuring Awards" Paid by UBS

The New Board will take aggressive action in pursuing the repayment of the $5.25 million of "restructuring awards" awarded by UBS in 2009 to UBS directors and executive officers, **to the extent that these awards have been paid and are not voluntarily returned by such individuals**. The New Board will consider whether these awards were paid by the members of

the Current Board in breach of their fiduciary duties, not in good faith, without merit, without any legal basis, negligently and, possibly, in whole or in part, unlawfully. The New Board will ask the members of the Current Board to follow the lead of Peter Minaki who resigned as a director of UBS and confirmed to the Financial Post that he will not collect the $465,000 "restructuring award" awarded to him.

2. Minimize Expenses Generally at UBS

The New Board will review all management expenses and compensation and, if warranted, take any necessary course of action to recover unlawfully paid expenses. In the meantime, the New Board will seek to minimize expenses and conserve cash. We have already taken steps in UBS' best interests, including by putting the Current Board on notice that any payments of "restructuring awards" or any termination or change-of-control payments to Gerald McGoey and Alex Dolgonos are considered to be in breach of the Board's fiduciary duties and contrary to law.

3. Reset Board Compensation

The New Board will ensure that future board compensation will be far more modest and commensurate with a small cap listed company with no potential for cash awards or cash bonuses for Board members.

4. Carefully Review Existing Service Agreements entered into by UBS

The New Board will carefully review the Management Service Agreement with Look and the Service Agreements with Gerald McGoey and Alex Dolgonos. A careful review will be undertaken to assess what, if any, value has been realized by UBS in exchange for the rich payment under these contracts. The New Board will assess whether there has been any breach of performance, acting in bad faith, undisclosed conflicts, and other breaches under these contracts and take all appropriate action that would be in the best interests of UBS shareholders.

5. Distribute Cash and Wind-up of UBS

The New Board seeks to return cash to UBS shareholders and commence UBS' wind-up. The New Board will seek to distribute remaining cash to UBS shareholders on a timely basis, in all likelihood requiring several distributions. It may be that an attractive exit for UBS shareholders is a sale of the entire company. A final wind-up and distribution will take a more detailed assessment and understanding of the facts, including if it is determined to be in the shareholders' best interest to pursue recoveries and possibly other claims for damages prior to UBS' wind-up.

Oversee and Pursue Fundamental Changes at Look

The New Board of UBS will make it a priority to oversee and pursue fundamental changes at Look in order to complete its mandate of maximizing the value of UBS' investment in Look for the benefit of UBS shareholders.

The New Board will:

6. Change the Board of Directors of Look

The New Board will use UBS' 37.6% voting interest in Look to vote for a change of the Board of Directors of Look. The New Board's preferred approach will be to ask all directors of Look to resign and rotate off the Board in conjunction with the appointment of the New Board's nominees to avoid the otherwise wasteful costs of calling a special meeting to replace them. If such directors are unwilling to resign, or if such approach is determined to be otherwise impractical, the New Board of UBS will call a shareholder meeting of Look to replace Look's Board of Directors. Alternatively, if a meeting is requisitioned by other Look shareholders the New Board will work with them to ensure a strong slate of new Look directors.

7. Actively Pursue Monetization of Look's Tax Losses

It is important that Look aggressively pursue the sale of its $367 million of tax losses because approximately $184 million of such tax losses expire at the end of 2010. The New Board of UBS will apply pressure and oversight on Look to pursue the monetization of such tax losses in a transparent manner.

8. Hold Look's Directors and Officers Accountable

The New Board of UBS will apply meaningful oversight on Look's directors and officers to ensure that they act diligently and in a timely manner in realizing on all the remaining assets of Look. The New Board of UBS will act to hold Look's directors and officers accountable for preserving and protecting Look's cash as constructive trustees for Look's shareholders, including UBS.

9. Pursue Recovery of the "Restructuring Awards" Paid by Look

The New Board of UBS will take aggressive action in pursuing the repayment of the $17.53 million of "restructuring awards" paid by Look in 2009 to Look's directors and executive officers, **to the extent that these awards have been paid and are not voluntarily returned by such individuals**. The New Board will consider whether such payments should have been properly paid to UBS pursuant to the Management Service Agreement with UBS. The New Board will also consider whether these "restructuring awards" were paid in breach of the directors' fiduciary duties, not in good faith, without merit, without any legal basis, negligently and, possibly, in whole or in part, unlawfully.

10. Carefully Review the Acts of Look's Board and Management

The New Board of UBS will review the implications of what we regard as inadequate, incomplete, materially unreliable and often inconsistent disclosure in respect of the January 2009 Look Plan of Arrangement, the payment of subsequent "restructuring awards" and the since abandoned May 2010 Look Plan of Arrangement.

11. Distribute Cash and Complete the Final Wind-up of Look

The New Board of UBS will actively pursue and provide oversight of Look's final wind-up and distribution of cash to Look shareholders, including UBS, having regard to UBS' best interests as

a Look shareholder, including the need for UBS and Look to pursue recoveries and possibly other claims for damages prior to the wind-up of Look.

MATTERS TO BE ACTED ON

1. Removal of Incumbent Directors as Directors of UBS

The Current Board of UBS is comprised of the following three Incumbent Directors: Gerald McGoey, Douglas Reeson and Louis Mitrovitch. At the Meeting, shareholders will be asked to consider a resolution to remove the Incumbent Directors (Gerald McGoey, Douglas Reeson and Louis Mitrovitch) as directors of UBS. In order for such resolution to be passed, it must be approved by a simple majority of the votes cast by UBS shareholders in person or by proxy at the Meeting on such resolution.

The Concerned Shareholders recommend that the shareholders of UBS vote FOR the removal of the Incumbent Directors (Gerald McGoey, Douglas Reeson and Louis Mitrovitch), as directors of UBS. Unless otherwise directed, the individuals named in the enclosed YELLOW form of proxy intend to cast the votes represented by such proxy FOR the foregoing resolution.

2. Election of Concerned Shareholders' Nominees as Directors of UBS

The Concerned Shareholders propose to nominate the individuals set out below for election at the Meeting as directors of UBS. Each of these nominees, if elected, will hold office until the close of the next annual meeting of shareholders of UBS or until his successor is elected or appointed, unless his office is earlier vacated. The following table contains certain information concerning the Concerned Shareholders' Nominees, including their location of residence, their principal occupation or employment during the last five years and the number of UBS common shares that each beneficially owns, controls or directs. Unless otherwise noted, the current occupation of each the Concerned Shareholders' Nominees has been their occupation for the past five years.

Name of Nominee and City of Residence	Principal Occupation for Past Five Years	Number of UBS Common Shares Beneficially Owned, Controlled, or Directed [1]
Robert Ulicki[2] Toronto, ON	President, Clareste Wealth Management Inc.	1,233,000
Grant McCutcheon[2] Toronto, ON	Former Principal, Lawrence & Company Inc.	107,000
Henry Eaton[2] Toronto, ON	Principal, NPV Associates	48,000

Notes:
1. The information as to shares beneficially owned or over which control or direction is exercised has been furnished by the respective nominees.
2. Messrs. Ulicki, Eaton and McCutcheon shall each sit on the Company's Audit Committee and Nomination, HR and Compensation Committee.

Further background information with respect to these nominees is set forth below:

Robert Ulicki. Mr. Ulicki has held numerous positions of influence and responsibility in the financial services industry during the past 25 years. In 1986, Mr. Ulicki started his career at Canadian

Bond Rating Service, where he established a comprehensive understanding of credit analysis. He successfully identified numerous companies prior to them experiencing a significant deterioration in credit metrics. From 1992 to 1999, Mr. Ulicki worked at BMO Nesbitt Burns, where he co-managed a leveraged proprietary investment portfolio. His efforts were primarily focused on identifying securities of highly levered or distressed companies that offered the best risk/reward trade-off. He successfully negotiated the final creditor settlement of Canadian Insurance Group Limited. During 2000-2001, Mr. Ulicki left the financial services industry and co-founded FirstMove, an e-commerce company that utilized web-based architecture to distribute investment research on a real-time basis. Since 2004, Mr. Ulicki has been President of Clareste Wealth Management Inc., a portfolio manager. He currently manages a pooled fund, Clareste L.P., as well as private client portfolios. His investment focus is value situations, capital arbitrage and restructurings. He participated in the debt restructuring of Stelco and Saskatchewan Wheat Pool and was a member of Air Canada's bondholders committee. In addition, he was nominated as a board member of Rural Cellular Corporation to represent the interests of Senior Preferred Shareholders. Mr. Ulicki has a Bachelor of Commerce degree from McGill University and holds a Chartered Financial Analyst designation.

James Grant McCutcheon. Mr. McCutcheon has over twenty years of experience in corporate/securities law and capital markets having trained and worked as a lawyer, as well as having been a founding partner, director and senior executive of Lawrence & Company Inc. a merchant bank and family of investment management companies active in private equity, venture capital, and regulated investment funds from 1995 to 2009. He has more than 14 years of experience and resultant understanding of all aspects of investment management operations in Ontario, including venture capital, private equity and public markets. This has included serving on numerous public and private company boards, audit and compensation committees, working closely with legal advisors and the regulatory framework for public companies. Mr. McCutcheon has a strong and practical working knowledge of corporate governance and securities regulatory regimes gained through direct participation as a director and in the design of public company governance regimes as well as compliance regimes for regulated investment management companies. Mr. McCutcheon practiced corporate and securities law in Toronto with the predecessor of Fasken Martineau DuMoulin LLP, a major Canadian law firm, from 1989 to 1992 and has also worked in the securities and trust industries. Mr. McCutcheon received his Master of Business Administration from the American Graduate School of International Business (Thunderbird), Phoenix, AZ. Mr. McCutcheon is also a Director of the Toronto Police Services Pro Action Cops & Kids Program.

Henry Eaton. Mr. Eaton has been a principal of NPV Associates, a Toronto based private equity and consulting company since 2001. His experience in corporate matters in the technology sector is extensive, including assisting in the restructuring and subsequent sale of MGI Software Corp. He has acted as an advisor to Canadian based technology funds, taking an active role with investee companies in addressing their challenges and need for reorganization. He has sat on the boards of Momentum Advanced Solutions Inc. (TSX) and My Thum Interactive and served on the audit and compensation committees of both organizations. From 1991 to 2001, Mr. Eaton worked for CTV Inc., a large Canadian Media company, including as a senior officer responsible for all new media related businesses and investments, including managing the relationship with Look Communications. He also worked as an Associate at Gordon & Young, the real estate division of Gordon Capital Corporation, a Canadian based Investment Bank, from 1988 to 1994. He received his Master of Business Administration in 1988 from the University of Western Ontario's Ivey Business School.

None of the Concerned Shareholders' Nominees has been or is currently a director of UBS nor held any other position or office with UBS or any of its affiliates. Each of the Concerned Shareholders' Nominees is a resident Canadian.

Each of the Concerned Shareholders' Nominees has consented to being named as a nominee in this Circular. The Concerned Shareholders do not expect that any of the Concerned Shareholders' Nominees will be unable to stand for election to the Board of Directors of UBS or to serve as a director if elected. In the event that a vacancy in the slate of the Concerned Shareholders' Nominees should occur, the Concerned Shareholders may appoint a substitute candidate selected by them and reserve the right to vote for another nominee(s) at their discretion.

Our representatives named in the enclosed YELLOW form of proxy intend to cast the votes represented by such proxy FOR the election of the above-noted nominees, unless you direct that the shares represented thereby be withheld from voting.

CORPORATE CEASE TRADE ORDERS OR BANKRUPTCIES

To the knowledge of the Concerned Shareholders, none of the Concerned Shareholders' Nominees (or a personal holding company of such person) (a) is or has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; (b) is or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in deciding whether to vote for the proposed director; (c) is or has been in the last ten years, a director, chief executive officer or chief financial officer of any company that, while that person was acting in that capacity, (i) was subject to a cease trade order or similar order or an order that denied an issuer access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued while the director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer, or (ii) was subject to a cease trade order or similar order or an order that denied an issuer access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer; (d) is or has been in the last ten years, a director or executive officer of any company that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or (e) has in the last ten years become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold such person's assets.

CONTRACTS OR ARRANGEMENTS IN CONNECTION WITH UBS

Each of the Concerned Shareholders and Concerned Shareholder's Nominees intends to vote FOR the removal of the Incumbent Directors and FOR the election of the Concerned Shareholders' Nominees. Other than the foregoing, to the knowledge of the Concerned Shareholders, none of the Concerned Shareholders (including any directors or officers thereof), the Concerned Shareholders' Nominees nor their respective associates or affiliates (a) is or was within the preceding year a party to a

contract, arrangement or understanding with any person in respect of securities of UBS, including joint ventures, loan or option arrangements, puts or calls, guarantees against loss or guarantees of profit, division of losses or profits or the giving or withholding of proxies; or (b) has any contract, arrangement or understanding with another person with respect to appointment as a director or future employment by UBS or any of its affiliates, or future transactions to which UBS or any of its affiliates will or may be a party.

INTERESTS IN THE MATTERS TO BE ACTED UPON AT THE MEETING

To the knowledge of the Concerned Shareholders, the only matters to be acted upon at the Meeting are removing the Incumbent Directors (Gerald McGoey, Douglas Reeson and Louis Mitrovitch) and electing the Concerned Shareholders' Nominees. None of the Concerned Shareholders (including any directors or officers thereof), the Concerned Shareholders' Nominees nor any of their respective associates or affiliates has any material interest in the matters to be acted upon at the Meeting, other than the removal of the Incumbent Directors and the election of the Concerned Shareholders' Nominees.

INTEREST IN MATERIAL TRANSACTIONS OF UBS

To the knowledge of the Concerned Shareholders, none of the Concerned Shareholders (including any directors or officers thereof) and the Concerned Shareholders' Nominees nor their respective associates or affiliates has had a material interest, direct or indirect, in any transaction since the beginning of UBS' last completed financial year or in any proposed transaction that has materially affected or will materially affect UBS or any of its affiliates.

GENERAL PROXY INFORMATION

This Circular is furnished by the Concerned Shareholders in connection with the solicitation by them and on their behalf of proxies for use at the Meeting to be held at 8250 Lawson Road, Milton, Ontario L9T 5C6 on July 5, 2010 at 9:00 a.m. (Toronto time), and at any adjournment(s) or postponement(s) thereof.

Proxies may be solicited by mail, telephone, fax, e-mail or other electronic means and in person, as well as by newspaper or other media advertising. Kingsdale Shareholder Services Inc. ("**Kingsdale**") has been engaged to assist the Concerned Shareholders in soliciting proxies. For their proxy solicitation and information agent services, Kingsdale will receive a fee of approximately $60,000. The costs incurred in the preparation and mailing of this Circular and the solicitation will be borne by the Concerned Shareholders. However, the Concerned Shareholders intend to seek reimbursement from UBS of its out-of-pocket expenses, including proxy solicitation expenses and legal fees, incurred in connection with the Meeting.

No person is authorized to give information or to make any representations other than those contained in this Circular and, if given or made, such information or representations must not be relied upon as having been authorized to be given or made.

Record Date and Voting Shares

The record date for the Meeting is May 19, 2010 (the "**Record Date**"). Each shareholder is entitled to one vote for each UBS common share registered in his, or her or its name as of the close of business on the Record Date. According to the information provided to the Concerned Shareholders by the registrar and transfer agent of UBS, as at the Record Date, 102,747,854 UBS common shares were issued and outstanding.

Appointment and Revocation of Proxies

The Concerned Shareholders' representatives named as proxy holders in the enclosed **YELLOW** form of proxy are Robert Ulicki and Henry Eaton. A later dated form of proxy revokes any and all prior proxies given by you in connection with the Meeting.

Shareholders should carefully complete and sign their YELLOW proxies in accordance with the instructions contained in this Circular and on the YELLOW proxy in order to ensure that their YELLOW proxies can be used at the Meeting. Completed and executed YELLOW proxies should be returned in accordance with the instructions on the YELLOW form of proxy.

IN ORDER TO BE VOTED AT THE SPECIAL MEETING, YOUR YELLOW PROXY MUST BE RETURNED PRIOR TO 5:00 P.M. (TORONTO TIME) ON JUNE 29, 2010. HOWEVER, IF YOU CANNOT MEET THIS DEADLINE, WE RECOMMEND THAT YOU FAX YOUR YELLOW PROXY TO KINGSDALE AT 1-866-545-5580/416-867-2271 IN ANY EVENT. FOR ASSISTANCE, PLEASE CALL KINGSDALE SHAREHOLDER SERVICES INC. AT 1-866-879-7650.

If you have already given a proxy (including a management form of proxy), you have the right to revoke it as to any matter on which a vote has not already been cast pursuant to the authority conferred by that proxy, in accordance with Section 110(4) of the *Business Corporations Act* (Ontario). You may do

so: (a) by depositing a properly executed instrument in writing revoking the proxy executed by you (or by an attorney who is authorized by a document that is signed in writing or by electronic signature) or by transmitting, by telephonic or electronic means, a revocation that is properly executed by electronic signature (i) at the registered office of UBS, 8250 Lawson Road, Milton, Ontario L9T 5C6, at any time up to and including the business day immediately preceding the day of the Meeting, or any adjournment thereof, at which the proxy is to be used, or (ii) with the Chairman of the Meeting on the day of the Meeting or any adjournment thereof; or (b) in any other manner permitted by law.

USE ONLY THE ENCLOSED YELLOW FORM OF PROXY TO VOTE YOUR SHARES FOR THE REMOVAL OF THE INCUMBENT DIRECTORS AND FOR THE ELECTION OF THE CONCERNED SHAREHOLDERS' NOMINEES.

PLEASE DISCARD ANY PROXY YOU MAY RECEIVE FROM THE MANAGEMENT OF UBS.

FOR ASSISTANCE, PLEASE CALL: KINGSDALE SHAREHOLDER SERVICES INC. TOLL-FREE AT 1- 866-879-7650

Exercise of Discretion

The UBS common shares represented by the enclosed YELLOW form of proxy will be voted for, against or withheld from voting, as applicable, with respect to the UBS common shares represented thereby in accordance with your instructions as indicated on the YELLOW form of proxy and, if you specify a choice with respect to any matter to be acted upon, your UBS common shares will be voted accordingly, including on any ballot that may be called for at the Meeting or any adjournment(s) or postponement(s) thereof.

In the absence of such specification, UBS common shares represented by the enclosed YELLOW form of proxy will be voted FOR removing the Incumbent Directors (Gerald McGoey, Douglas Reeson and Louis Mitrovitch), as directors of UBS and FOR the election of the Concerned Shareholders' Nominees as directors of UBS. The person appointed under the YELLOW form of proxy is conferred with discretionary authority (which they will exercise in accordance with their best judgment) with respect to amendments or variations of those matters specified in the YELLOW form of proxy, including any amendments or variations to the foregoing matters by management or other shareholders, and with respect to any other matters which may properly be brought before the Meeting or any adjournment(s) or postponement(s) thereof. The Concerned Shareholders are not currently aware of any such amendment, variation or other matters to be brought before the Meeting.

Registered UBS Shareholders

If you are a registered shareholder of UBS, meaning your UBS common shares are held by you directly and not by your broker or other intermediary, you are a "registered shareholder." You should follow the procedures set out in the enclosed **YELLOW** form of proxy and as set out below. Any later dated **YELLOW** form of proxy will automatically revoke the proxy that you have previously submitted.

In order to vote **"FOR"** the Concerned Shareholders' Nominees, you should do the following:

1. Complete the **YELLOW** form of proxy enclosed by marking **"VOTE FOR"** with respect to removing the Incumbent Directors (Gerald McGoey, Douglas Reeson and Louis Mitrovitch) as directors of UBS and **"VOTE FOR"** with respect to the election of the Concerned Shareholders' Nominees (Robert Ulicki, Grant McCutcheon and Henry Eaton), as outlined on the **YELLOW** form of proxy;

2. Sign and date the **YELLOW** form of proxy and fax it back to the number indicated on the **YELLOW** form of proxy. **In order to ensure that your vote is returned prior to the deadline, we recommend that you return your proxy to the offices of KINGSDALE SHAREHOLDER SERVICES INC. Attention: Proxy Department, at 130 King Street West, Suite 2950, P.O. Box 361, Toronto, Ontario, M5X 1E2 or by fax to 416-867-2271 or toll-free 1-866-545-5580 no later than 5:00 p.m. (Toronto Time) on Tuesday, June 29, 2010.**

A registered shareholder has the right to appoint a person, who need not be a shareholder of UBS, other than the persons named in the YELLOW form of proxy accompanying this Circular, as proxyholder to attend and act for and on behalf of such shareholder at the Meeting and may exercise such right by striking out the names of the persons named in the YELLOW form of proxy and inserting the name of the person to be appointed as proxyholder in the blank space provided on the YELLOW form of proxy.

Beneficial UBS Shareholders

If your UBS common shares are held in a brokerage account or otherwise through an intermediary you are a "beneficial shareholder" and a Voting Instruction Form was mailed to you with this package. Only vote your **YELLOW** Voting Instruction Form as follows:

Canadian Shareholders:

Visit www.proxyvote.com and enter your 12 digit control number or call **1-800-474-7493** or fax your Voting Instruction Form to **905-507-7793** or toll free at **1-866-623-5305** in order to ensure that it is received before the deadline.

U.S. Shareholders:

Visit www.proxyvote.com and enter your 12 digit control number or call **1-800-454-8683.**

VOTING SECURITIES AND PRINCIPAL SHAREHOLDERS OF UBS

To the knowledge of the Concerned Shareholders, UBS only has one class of shares outstanding, common shares, of which 102,747,854 UBS common shares are outstanding as of the Record Date according to information provided to the Concerned Shareholders by the registrar and transfer agent of UBS. The holders of UBS common shares are entitled to receive notice of and attend all meetings of the shareholders of UBS and cast one vote for each share held at all meetings of the shareholders of UBS, except meetings at which only holders of another specified class or series of shares of UBS are entitled to vote separately as a class or series.

As of the date of this Circular, to the knowledge of the Concerned Shareholders, no person beneficially owns, or exercises control or direction over, more than 10% of the issued and outstanding UBS common shares, except as set out below.

Name of Shareholder	Approximate Number of UBS Common Shares Beneficially Owned, Directly or Indirectly, or over which Control or Direction is Exercised	Percentage of Outstanding UBS Common Shares Represented
Alex Dolgonos	20,432,763[1]	19.89%

[1] Based exclusively on information provided in the UBS management information circular dated May 30, 2010 without any independent verification by the Concerned Shareholders.

ADDITIONAL INFORMATION

Additional information can be found at the Concerned Shareholders' website at www.saveUBS.com. Information on this website does not form part of this Circular and is not in any way incorporated by reference herein. Information concerning UBS, including UBS' interim financial statements and management's discussion and analysis, is available for review under UBS' profile on the System for Electronic Document Analysis and Retrieval (SEDAR) at www.sedar.com.

Except as disclosed herein, information regarding executive compensation, management contracts, securities authorized for issuance under equity compensation plans, indebtedness of directors and executive officers and interest of informed persons in material transactions of UBS is not known to the Concerned Shareholders and is not reasonably within the power of the Concerned Shareholders to obtain.

CERTIFICATE

Information contained herein, unless otherwise indicated, is given as of the date hereof. The contents and sending of this Circular has been approved by Clareste Wealth Management Inc. on behalf of, and with the authority of, each of the Concerned Shareholders.

June 3, 2010

CLARESTE WEALTH MANAGEMENT INC.

"*Robert Ulicki*"
Robert Ulicki
President

APPENDIX A -
ADDITIONAL INFORMATION REGARDING THE CONCERNED SHAREHOLDERS

The Concerned Shareholders organized to propose the election of a new Board of Directors. The only members of the Concerned Shareholders who are contributing more than $250 or actively participating in the solicitation of proxies are Clareste Wealth Management Inc., Vince Valentini, Grant McCutcheon, Stephen Rosen, George Tazbaz and Arthur Silber. Each of the foregoing persons (including their respective directors or officers, as applicable) has become involved as a Concerned Shareholder as a result of dissatisfaction over actions taken by, and compensation awarded to, your Current Board and management of UBS. Details of such concerns are outlined in the Circular. Certain information required to be disclosed about the Concerned Shareholders pursuant to the *Business Corporations Act* (Ontario) is set forth below.

Name of Concerned Shareholder and City of Residence	Principal Occupation for Past Five Years	Number of Common Shares of UBS Beneficially Owned, Controlled or Directed
Clareste Wealth Management Inc. Toronto, ON	Portfolio Manager	1,233,000[1]
Vince Valentini Oakville, ON	Financial Analyst, TD Securities Inc.	395,000
Grant McCutcheon Toronto, ON	Former Principal, Lawrence & Company Inc., merchant bank	107,000
Stephen Rosen Thornhill, ON	Principal, Stephen Rosen Consulting, management consulting	4,041,500
George Tazbaz Oakville, ON	President, Tazbaz Holdings Limited, investment company	1,382,500[2]
Arthur Silber Montreal, QC	Investor, CIBC Wood Gundy	1,934,000

[1] Represents UBS common shares owned by Clareste L.P., a limited partnership managed by Clareste Wealth Management Inc.

[2] Includes UBS common shares owned, controlled or directed by Mr. Tazbaz and his associates and affiliates.

The following table sets out certain information regarding the directors and officers of Clareste Wealth Management Inc.:

Name of Director and Officer	Position with Clareste Wealth Management Inc.	Number of UBS Common Shares of Beneficially Owned, Controlled or Directed by Individual
Robert Ulicki, Toronto, ON	President and Director	nil

None of the Concerned Shareholders nor Mr. Robert Ulicki is or has been a dissident within the meaning of the *Business Corporations Act* (Ontario) within the preceding ten years except with respect to the Meeting.

Set out below are details of all purchases and sales of UBS common shares that have been made by the Concerned Shareholders and/or their associates and affiliates since June 3, 2008.

Name	Date	Buy/Sell	Quantity of Shares	Price per Share
Clareste Wealth Management Inc.	September 30, 2009	Buy	442,000	$0.15
Clareste Wealth Management Inc.	December 30, 2009	Buy	289,000	$0.10
Clareste Wealth Management Inc.	April 9, 2010	Buy	502,000	$0.08
James Grant McCutcheon	April 14, 2010	Buy	5,515	$0.095
James Grant McCutcheon	April 14, 2010	Buy	1,890	$0.09
James Grant McCutcheon	April 16, 2010	Buy	29,000	$0.09
Arthur Silber	October 9, 2009	Buy	50,000	$0.14
Arthur Silber	October 30, 2009	Buy	1,500	$0.12
Arthur Silber	November 2, 2009	Buy	25,500	$0.12
Arthur Silber	November 3, 2009	Buy	22,500	$0.12
Arthur Silber	November 4, 2009	Buy	50,500	$0.12
Arthur Silber	November 16, 2009	Buy	5,000	$0.11
Arthur Silber	December 2, 2009	Buy	94,500	$0.108
Arthur Silber	December 4, 2009	Buy	1,000	$0.105
Arthur Silber	March 5, 2010	Buy	89,000	$0.098
Arthur Silber	March 8, 2010	Buy	121,000	$0.10
Arthur Silber	March 9, 2010	Buy	29,000	$0.10
Arthur Silber	March 15, 2010	Buy	101,000	$0.10
Arthur Silber	March 16, 2010	Buy	1,000	$0.09
Arthur Silber	March 17, 2010	Buy	1,000	$0.09
Arthur Silber	March 18, 2010	Buy	16,000	$0.09
Arthur Silber	April 13, 3010	Buy	98,000	$0.09
Arthur Silber	April 14, 2010	Buy	50,000	$0.09
Arthur Silber	April 15, 2010	Buy	35,000	$0.09
Arthur Silber	April 16, 2010	Buy	66,000	$0.09
Arthur Silber	April 19, 2010	Buy	3,000	$0.09
Arthur Silber	April 19, 2010	Buy	79,000	$0.094

If you have any questions and/or need assistance in voting your shares, please call Kingsdale Shareholder Services Inc. Toll Free: 1-866-879-7650 or e-mail contactus@kingsdaleshareholder.com

TIME IS EXTREMELY SHORT- VOTE YOUR YELLOW PROXY TODAY

Name	Date	Buy/Sell	Quantity of Shares	Price per Share
Arthur Silber	April 20, 2010	Buy	1,000	$0.09
Arthur Silber	April 28, 2010	Buy	3,500	$0.09
Arthur Silber	April 29, 2010	Buy	4,500	$0.095
Arthur Silber	April 30, 2010	Buy	192,000	$0.095
Arthur Silber	May 6, 2010	Buy	100,000	$0.095
Arthur Silber	May 12, 2010	Buy	23,000	$0.10
Arthur Silber	May 12, 2010	Buy	109,000	$0.104
Arthur Silber	May 13, 2010	Buy	561,500	$0.10
George Tazbaz	March 16, 2009	Buy	5,000	$0.21
George Tazbaz	March 17, 2009	Buy	1,000	$0.19
George Tazbaz	March 18, 2009	Buy	19,000	$0.19
George Tazbaz	May 8, 2009	Buy	9,000	$0.16
George Tazbaz	June 23, 2009	Buy	7,500	$0.175
George Tazbaz	June 23, 2009	Buy	15,000	$0.175
George Tazbaz	June 23, 2009	Buy	25,000	$0.175
George Tazbaz	June 24, 2009	Buy	4,500	$0.175
George Tazbaz	June 24, 2009	Buy	70,000	$0.19
George Tazbaz	June 25, 2009	Buy	35,000	$0.18
George Tazbaz	June 25, 2009	Buy	33,000	$0.175
Vince Valentini	May 11, 2009	Buy	250,000	$0.14
Vince Valentini	July 18, 2009	Buy	115,000	$0.175
Vince Valentini	July 27, 2009	Buy	30,000	$0.157
Stephen Rosen	June 3, 2008	Sell	3,400	$0.34
Stephen Rosen	June 4, 2008	Sell	5,000	$0.35
Stephen Rosen	June 5, 2008	Sell	6,000	$0.37
Stephen Rosen	June 9, 2008	Sell	5,000	$0.37
Stephen Rosen	June 10, 2008	Sell	18,130	$0.39
Stephen Rosen	June 11, 2008	Sell	25,500	$0.53
Stephen Rosen	August 5, 2008	Sell	5,000	$0.42
Stephen Rosen	August 7, 2008	Sell	6,500	$0.415
Stephen Rosen	August 8, 2008	Sell	10,000	$0.40

Name	Date	Buy/Sell	Quantity of Shares	Price per Share
Stephen Rosen	August 27, 2008	Sell	9,000	$0.325
Stephen Rosen	September 9, 2008	Sell	11,000	$0.32
Stephen Rosen	October 3, 2008	Sell	45,000	$0.15
Stephen Rosen	October 6, 2008	Sell	10,000	$0.16
Stephen Rosen	October 8, 2008	Sell	10,000	$0.17
Stephen Rosen	October 15, 2008	Sell	23,000	$0.165
Stephen Rosen	November 3, 2008	Sell	2,000	$0.15
Stephen Rosen	November 6, 2008	Sell	44,500	$0.18
Stephen Rosen	November 14, 2008	Sell	10,000	$0.175
Stephen Rosen	November 17, 2008	Sell	10,000	$0.17
Stephen Rosen	November 18, 2008	Sell	10,000	$0.165
Stephen Rosen	November 21, 2008	Sell	3,000	$0.23
Stephen Rosen	December 2, 2008	Sell	6,000	$0.155
Stephen Rosen	December 5, 2008	Sell	45,000	$0.21
Stephen Rosen	December 8, 2008	Sell	47,500	$0.32
Stephen Rosen	January 26, 2009	Sell	10,000	$0.40
Stephen Rosen	January 27, 2009	Sell	7,500	$0.40
Stephen Rosen	January 28, 2009	Sell	10,000	$0.405
Stephen Rosen	January 29, 2009	Sell	10,000	$0.405
Stephen Rosen	February 2, 2009	Sell	10,000	$0.41
Stephen Rosen	February 10, 2009	Sell	30,000	$0.425
Stephen Rosen	February 11, 2009	Sell	10,000	$0.50
Stephen Rosen	February 12, 2009	Sell	5,000	$0.525
Stephen Rosen	February 17, 2009	Sell	20,000	$0.42
Stephen Rosen	February 18, 2009	Sell	10,000	$0.43
Stephen Rosen	February 19, 2009	Sell	10,000	$0.40
Stephen Rosen	March 12, 2009	Sell	10,000	$0.26
Stephen Rosen	March 13, 2009	Sell	10,000	$0.20
Stephen Rosen	March 16, 2009	Sell	20,000	$0.20
Stephen Rosen	March 17, 2009	Sell	2,000	$0.21
Stephen Rosen	March 20, 2009	Sell	10,000	$0.21

If you have any questions and/or need assistance in voting your shares, please call Kingsdale Shareholder Services Inc. Toll Free: 1-866-879-7650 or e-mail contactus@kingsdaleshareholder.com

TIME IS EXTREMELY SHORT- VOTE YOUR YELLOW PROXY TODAY

Name	Date	Buy/Sell	Quantity of Shares	Price per Share
Stephen Rosen	March 23, 2009	Sell	10,000	$0.215
Stephen Rosen	March 24, 2009	Sell	10,000	$0.21
Stephen Rosen	March 30, 2009	Sell	10,000	$0.20
Stephen Rosen	March 31, 2009	Sell	9,500	$0.21
Stephen Rosen	April 2, 2009	Sell	9,000	$0.21
Stephen Rosen	April 8, 2009	Sell	10,000	$0.21
Stephen Rosen	April 13, 2009	Sell	10,000	$0.21
Stephen Rosen	April 20, 2009	Sell	10,000	$0.215
Stephen Rosen	April 24, 2009	Sell	8,000	$0.205
Stephen Rosen	July 7, 2009	Sell	20,000	$0.17
Stephen Rosen	July 10, 2009	Sell	50,000	$0.165
Stephen Rosen	July 16, 2009	Sell	20,000	$0.175
Stephen Rosen	September 17, 2009	Sell	30,000	$0.16
Stephen Rosen	September 22, 2009	Sell	25,000	$0.16
Stephen Rosen	September 24, 2009	Sell	15,000	$0.15
Stephen Rosen	September 25, 2009	Sell	20,000	$0.165
Stephen Rosen	October 1, 2009	Sell	20,000	$0.15
Stephen Rosen	October 2, 2009	Sell	13,000	$0.15
Stephen Rosen	October 5, 2009	Sell	14,000	$0.145
Stephen Rosen	October 8, 2009	Sell	20,000	$0.14
Stephen Rosen	October 15, 2009	Sell	20,000	$0.14
Stephen Rosen	October 20, 2009	Sell	10,000	$0.14
Stephen Rosen	October 28, 2009	Sell	20,000	$0.13
Stephen Rosen	October 29, 2009	Sell	20,000	$0.125
Stephen Rosen	November 2, 2009	Sell	40,000	$0.125
Stephen Rosen	November 5, 2009	Sell	20,000	$0.12
Stephen Rosen	November 6, 2009	Sell	20,000	$0.12
Stephen Rosen	November 9, 2009	Sell	20,000	$0.12
Stephen Rosen	November 10, 2009	Sell	3,000	$0.13
Stephen Rosen	November 17, 2009	Sell	3,500	$0.12
Stephen Rosen	November 23, 2009	Sell	20,000	$0.13

Name	Date	Buy/Sell	Quantity of Shares	Price per Share
Stephen Rosen	November 25, 2009	Sell	12,500	$0.12
Stephen Rosen	December 11, 2009	Sell	20,000	$0.115
Stephen Rosen	December 17, 2009	Sell	20,000	$0.105
Stephen Rosen	December 23, 2009	Sell	20,000	$0.105
Stephen Rosen	December 24, 2009	Sell	40,000	$0.1025
Stephen Rosen	December 31, 2009	Sell	10,000	$0.105

No part of the purchase price or market value of any of the UBS common shares purchased by the Concerned Shareholders in the preceding two years is represented by funds borrowed other than by a bank, broker or dealer acting in the ordinary course of business.

HOW TO CAST YOUR VOTE IN SUPPORT OF THE CONCERNED SHAREHOLDERS

PROTECT YOUR INVESTMENT BY VOTING YOUR YELLOW PROXY
VOTING INSTRUCTIONS

BENEFICIAL SHAREHOLDERS

If your UBS common shares are held in a brokerage account or otherwise through an intermediary you are a "beneficial shareholder" and a Voting Instruction Form was mailed to you with this package. Only vote your **YELLOW** Voting Instruction Form as follows:

Canadian Shareholders:

Visit www.proxyvote.com and enter your 12 digit control number or call **1-800-474-7493** or fax your Voting Instruction Form to **905-507-7793** or toll free at **1-866-623-5305** in order to ensure that it is received before the deadline.

U.S. Shareholders:

Visit www.proxyvote.com and enter your 12 digit control number or call **1-800-454-8683.**

REGISTERED SHAREHOLDERS

If your UBS common shares are held in your own name, you are a "registered shareholder" and must submit your proxy in the postage paid envelope in sufficient time to ensure your votes are received by **the offices of KINGSDALE SHAREHOLDER SERVICES INC. Attention: Proxy Department, at 130 King Street West, Suite 2950, P.O. Box 361, Toronto, Ontario, Canada M5X 1E2 or by fax to 416-867-2271 or toll-free 1-866-545-5580 no later than 5:00 p.m. (Toronto Time) on Tuesday, June 29, 2010.**

TIME IS OF THE ESSENCE — PLEASE DISCARD ANY PROXY YOU MAY HAVE RECEIVED FROM THE MANAGEMENT OF UBS

VOTE YOUR YELLOW PROXY BY TELEPHONE OR VIA THE

INTERNET, FAX OR MAIL YOUR PROXY IN ORDER FOR IT TO BE

RECEIVED BY THE DEADLINE

PROXIES MUST BE RECEIVED NO LATER THAN TUESDAY, JUNE 29, 2010 AT 5:00 P.M. (TORONTO TIME)

PLEASE ENSURE THAT YOU SIGN AND DATE THE PROXY

QUESTIONS ON VOTING YOUR PROXY PLEASE CALL:

Telephone Toll Free: 1-866-879-7650
Toll Free Fax: 1-866-545-5580
Outside North America Call Collect: 1-416-867-2272

If you have any questions and/or need assistance in voting your shares, please call Kingsdale Shareholder Services Inc. Toll Free: 1-866-879-7650 or e-mail contactus@kingsdaleshareholder.com

TIME IS EXTREMELY SHORT- VOTE YOUR YELLOW PROXY TODAY

Any questions and requests for assistance may be directed to the Proxy Solicitation Agent:

KINGSDALE
Shareholder Services Inc.

The Exchange Tower
130 King Street West, Suite 2950, P.O. Box 361
Toronto, Ontario
M5X 1E2

North American Toll Free Phone:

1-866-879-7650

Email: contactus@kingsdaleshareholder.com

Facsimile: 416-867-2271

Toll Free Facsimile: 1-866-545-5580

Outside North America, Banks and Brokers Call Collect: 416-867-2272

If you have any questions and/or need assistance in voting your shares, please call Kingsdale Shareholder Services Inc. Toll Free: 1-866-879-7650 or e-mail contactus@kingsdaleshareholder.com

TIME IS EXTREMELY SHORT- VOTE YOUR YELLOW PROXY TODAY

Appendix 3

UBS Concerned Shareholders Announce Board Filing of Service Agreements

Service Agreements Filed on SEDAR June 3, 2010 Following Demand from Concerned Shareholders

NOT FOR DISTRIBUTION TO UNITED STATES NEWSWIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES

Toronto, June 10, 2010 – Unique Broadband Systems, Inc. ("UBS" or the "Company") Concerned Shareholders announce that UBS filed the Service Agreements with Gerald T. McGoey, Chief Executive Officer (CEO), Alex Dolgonos, Chief Technology Consultant (CTC) and the employment agreement with Malcolm Buxton-Forman, Chief Financial Officer (CFO), on SEDAR. These Agreements are but three examples of troubling management compensation arrangements approved by the Incumbent Board at UBS. The documents can be viewed on the UBS Concerned Shareholders' website at www.saveubs.com, under the Important Documents Link. In particular, the Agreements raise the following questions:

- Why weren't these material Agreements made public by filing on SEDAR when they were entered into by UBS?
- UBS has essentially been a holding company since 2003, so what "relevant technologies" and "engineering, technology and marketing expertise" has the CTC brought to UBS for the benefit of shareholders?
- How does the Incumbent Board continue to justify the Agreement with the CTC that purports to pay him $475,000 per year in consulting fees and $7.2 million now in the event that his Service Agreement is terminated by UBS without cause – in addition to awarding him $1.53 million in "restructuring awards" in 2009?
- How does the Incumbent Board continue to justify an Agreement that purports to allow the CEO to be paid $8.6 million, if he is not elected to the Board of Directors?
- Why weren't the change-of-control and termination provisions in these Agreements terminated when the CEO, CTC and CFO were awarded $12.8 million in so-called "restructuring awards" by UBS and Look Communications Inc. ("Look") in 2009?

"The UBS Concerned Shareholders are deeply troubled by these agreements, and the fact that they were only disclosed following a demand by the Concerned Shareholders. I ask the Board and Management on behalf of our fellow shareholders: Please do the right thing and terminate these shockingly expensive golden parachutes," said Robert Ulicki, President, Clareste Wealth Management Inc., speaking on behalf of the UBS Concerned Shareholders. "To my fellow shareholders, I want you to know that we share your dismay. With your support, the Concerned Shareholders' director nominees are committed to preserving and recovering where possible, shareholder value. Please review the materials at www.saveubs.com or those that you received from us in the mail, to read about the actions we will take on your behalf. Vote your **YELLOW** proxy today!"

TOWN HALL MEETING WITH UBS CONCERNED SHAREHOLDERS' DIRECTOR NOMINEES

The UBS Concerned Shareholders invite fellow shareholders to attend a Town Hall Meeting to hear the Concerned Shareholders' Director Nominees' plan for UBS. The Meeting will take place at the offices of Gowling Lafleur Henderson LLP, 1 First Canadian Place, Suite 1600, 100 King Street West, Toronto on Thursday June 17, 2010 at 5:00 p.m. (Toronto Time). To attend in person, please rsvp at rsvpubs@kingsdalecommunications.com or to join by phone, please register at https://secure.confertel.net/tsregister.asp?course=153206.

ABOUT THE UBS CONCERNED SHAREHOLDERS

The UBS Concerned Shareholders are a group of investors, mostly individuals, who came together in response to the publicity that has occurred surrounding the extraordinary $22.7 million of executive and director compensation paid in 2009 at UBS and LOOK in the face of dismal performance and plummeting share values. These shareholders have spent their time and their own resources over the past months to demand information, alert regulators, assess legal options, and ultimately take action in order to attempt to rectify and improve the situation on behalf of all shareholders of UBS.

Robert Ulickl, Grant McCutcheon and Henry Eaton are the UBS Concerned Shareholders' Director Nominees. These individuals would bring integrity, experience, and an Action Plan formulated solely to benefit shareholders to the Board. More information on each of the Concerned Shareholders' Director Nominees and the Action Plan is contained in their Information Circular dated June 3, 2010.

About the Special Meeting

The Special Meeting of Shareholders of UBS is scheduled to be held at 9:00 a.m. (Toronto Time) on Monday, July 5, 2010 at 8250 Lawson Road, Milton, Ontario, L9T 5C6, the principal and registered office of UBS.

Proxy Voting Deadline

Shareholders are reminded to not delay and vote the **YELLOW** proxy form so that it can be received no later than 5:00 p.m. (Toronto Time) on Tuesday, June 29, 2010. Detailed voting instructions are included in the Concerned Shareholders' Information Circular.

Further information about voting the **YELLOW** proxy is available from Kingsdale Shareholder Services at 1-866-879-7650.

For further information please contact:

Investors
www.saveubs.com
Kingsdale Shareholder Services Inc.
1-866-879-7650

Media
Joel Shaffer
Kingsdale Communications Inc.
416-867-2327

Forward-Looking Statements and Information Contained Herein

Unless otherwise noted, the information concerning UBS, Look Communications Inc. ("Look") and their directors and officers contained in this press release has been taken from, or is based upon or derived from, publicly available documents or records on file with Canadian securities regulatory authorities and other public sources. Although, the Concerned Shareholders have no knowledge that would indicate that any statements contained in such publicly filed documents are untrue or incomplete, the Concerned Shareholders do not assume responsibility for the accuracy or completeness of such information or for any failure by UBS or Look to disclose material information which may affect the significance or accuracy of such information.

Certain statements contained in this press release constitute forward-looking statements. The words "may", "would", "could", "will", "intend", "plan", "anticipate", "believe", "estimate", "expect" and similar expressions as they relate to the Concerned Shareholders, the Concerned Shareholders' nominees, UBS or Look, are intended to identify forward-looking statements. Such statements reflect the Concerned Shareholders' current views with respect to future events and are subject to certain risks, uncertainties and assumptions. The Concerned Shareholders' nominees assume no responsibility for any such statements. Many factors could cause actual results, performance or achievements that may be expressed or implied by such forward-looking statements to vary from those described herein should one or more of these risks or uncertainties materialize. Such factors include, but are not limited to, the financial condition and cash flow of UBS and Look, binding contractual covenants entered into by UBS and/or Look, pending or future litigation involving UBS and/or Look, general market conditions, the market for and regulations surrounding the purchase and sale of tax losses and other general business, technological, competitive and regulatory factors. Neither the Concerned Shareholders nor their director nominees assume any obligation to update or revise the forward looking statements contained in this press release to reflect actual events or new circumstances.

Appendix 4

ATTENTION UBS SHAREHOLDERS
MEET YOUR PROPOSED BOARD OF DIRECTORS

The UBS Concerned Shareholders invite you to attend a **TOWN HALL MEETING** with our nominees to the Board of Directors of **Unique Broadband Systems, Inc.**

Please **JOIN US** to meet your proposed new Board of Directors:

ROBERT ULICKI

GRANT McCUTCHEON

HENRY EATON

Hear their action plan for UBS and provide your feedback on your Company.

PLACE: Gowling Lafleur Henderson LLP, 1 First Canadian Place, Suite 1600, 100 King Street West, Toronto, Ontario

DATE: Thursday, June 17, 2010

TIME: 5:00 p.m. (Toronto Time)

As space will be limited, kindly:

RSVP: rsvpubs@kingsdalecommunications.com

If you would like to listen to the **TOWN HALL MEETING** by phone, please register to attend by phone by going to the following website:

https://secure.confertel.net/tsregister.asp?course=153206

Also check our website www.saveUBS.com for updates.

UBS Concerned Shareholders – Town Hall Meeting

Thursday, June 17, 2010

The UBS Concerned Shareholders hosted a town hall meeting where fellow shareholders had an opportunity to meet the Concerned Shareholders' director nominees to the Board of UBS. The meeting was well-attended; both in person and via conference call link, and the director nominees received a rousing ovation from attendees at the conclusion of the event. The following are prepared remarks that were made by the Concerned Shareholders' Director Nominees:

How to cast your vote in support of the Concerned Shareholders

BENEFICIAL SHAREHOLDERS

If your UBS common shares are held in a brokerage account or otherwise through an intermediary you are a "beneficial shareholder" and a voting instruction Form was mailed to you. Only vote your YELLOW voting Instruction Form as follows:

Canadian Shareholders:

Visit www.proxyvote.com and enter your YELLOW 12 digit control number or call 1-800-474-7493 or fax your Voting Instruction Form to 905-507-7793 or toll free at 1-866-623-5305 in order to ensure that it is received by the deadline.

U.S. Shareholders:

Visit www.proxyvote.com and enter your YELLOW 12 digit control number or call 1-800-454-8683.

REGISTERED SHAREHOLDERS

If your UBS common shares are held in your own name, you are a "registered shareholder" and must submit your proxy in the postage paid envelope in sufficient time to ensure your votes are received by the offices of KINGSDALE SHAREHOLDER SERVICES INC. Attention: Proxy Department, at 130 King Street West, Suite 2950, P.O. Box 361, Toronto, Ontario, Canada M5X 1E2 or by fax to 416-867-2271 or toll-free fax 1-866-545-5580 no later than 5 p.m. (Toronto Time) on Tuesday, June 29, 2010.

(Remarks from Town Hall begin on next page)

Introductory remarks: Director Nominee Grant McCutcheon

Ladies and Gentleman...fellow UBS shareholders. Like you, we are outraged at the appalling $16.8 million the current UBS directors and management were awarded by UBS and LOOK in 2009. This is especially so when contrasted against a share price decline of 83% under their tenure since March 2002 leaving a company valued today at $8 million, less than half their 2009 compensation. Shareholders of UBS and LOOK had no say in these bonuses. We were not asked to approve the plan pursuant to which they were paid, nor were we even given prior disclosure of the existence of the plan, or the related extraordinary bonus liability it would give rise to despite this liability being in the order of 7 times the disclosure made to us in respect of the two SARS plans.

The situation cries out for intervention and on July 5 you have an opportunity to create change at UBS by voting the YELLOW proxy.

My name is Grant McCutcheon and with me are Robert Ulicki and Henry Eaton. We are your proposed YELLOW proxy directors. Thank you for joining us today at this critical juncture for UBS.

We want to acknowledge that we are very aware:

- That many of you have suffered from your financial losses as shareholders of UBS and LOOK
- That many of you have written Securities Commissions expressing serious concerns, asking for their help...asking them to take up the ball and ensure fairness and, if warranted, justice; and we are also very aware;
- That some of you have formed impressive groups like A Vested Interest .org to come together, pool resources and seek remedies.

The decision to change the Board of UBS would not have been possible without knowing of these widespread efforts. They have provided the confidence that the YELLOW proxy, can and will succeed on July 5 for the benefit of all shareholders.

Please indulge me a few minutes to provide you with some background as to how the Concerned Shareholders came to meet, what most concerns us at this juncture, to review our Action Plan and to introduce myself and my fellow board nominees, Robert and Henry.

We then want to hear from you. Take your questions; hear your priorities and concerns.

As a final preliminary remark I want to assure you that the Concerned Shareholders plan for UBS and LOOK is only about preserving value, actively seeking to recover value, and ensuring that UBS and LOOK's cash is distributed to shareholders with full transparency. We intend to pay ourselves modestly as directors taking no bonuses or awards or any such unusual compensation as the current directors chose to pay themselves in 2009.

How The Concerned Shareholders Came To Meet

UBS' current directors came to power in 2002. Mr. McGoey declared their intent to "rebuild the value and capitalize on the promise held out by UBS" only to promptly sell UBS's entire operations in 2003 to "former UBS engineers" for about $2 million. As such the sole responsibility of UBS's officers and directors the last 7 years has been oversight of its de facto subsidiary LOOK. Perhaps only coincidentally, LOOK itself has been "for sale" since 2006 culminating in 2009's disappointing asset sales under the Court Supervised sale process. Today no business, no technology, no promise and little of the then $47 million market value of UBS remains.

Our last hope as shareholders was the sale by LOOK of its wireless spectrum. On May 5, 2009 shareholders were told that LOOK had sold this key spectrum asset for $80 million. Like me, I'm sure most of you found this to be disappointingly and surprisingly low. Nevertheless, a May 11 press release provided black and white analysis that $80 million amounted to $0.42 per LOOK share and, as other assets including the $360 million in tax losses had yet to be sold, investors could reasonably anticipate more than $0.42 per share.

It was alarming then to read six months later the MD&A for Q3 which in plain English said that LOOK and UBS's boards had abandoned their SARs plans for a new, never before disclosed awards plan that effective May 31 2009 paid directors and executives an astonishing 7X more than what the SARs would have otherwise paid them on that date by our estimate!

This disclosure blindsided shareholders and is when I began writing securities regulators and to make more specific demands of directors. I also note that the financial press has picked up this story with Barry Critchley writing his first column "Executive Pay Irks LOOK Shareholders" on February 8.

Barry's interest in the plight of LOOK and UBS continues if you read today's Financial Post. He connected me with tens and tens of shareholders and a loose community of us came together as the Concerned Shareholders. People like Robert Ulicki and many of you have since expended a tremendous amount of time and effort trying to protect what is ours, to try and right a wrong and now

to seek change in the leadership of UBS.

Our Immediate Concern: To Do Nothing Is Not An Option

The existing board has spoken loud and clear in prioritizing its financial well being ahead of shareholders. The five independent directors of LOOK and UBS paid themselves bonus awards of $1.5 million in 2009 in the same breath as they paid 7 senior executives $22.7 million. Louis Mitrovitch an independent director of both LOOK and UBS received total bonus awards of $650,000 in 2009.

Ongoing, Gerald McGoey is paid $570,000 a year and Alex Dolgonos $475,000 a year. And now, only on the eve of the July 5 meeting it is disclosed to us that Mr. McGoey, Mr. Dolgonos and the CFO Mr. Buxton-Forman's three year termination clauses could allegedly trigger over $15 million in severance! Most amazingly, UBS states that if Mr. McGoey is not elected a director of UBS, he is entitled to an $8.6 million payout! Mr. McGoey's contract has been in place since 2006, yet we are only now learning about this severance provision despite the passage of 4 Annual meetings at which shareholders have voted to elect (or not) him a director.

How it is possibly good governance or business judgment that the current directors did not renegotiate these services contracts as a condition of awarding these executives over $12 million of "restructuring awards" in 2009!? Was perhaps the judgment and independence of Messrs Mitrovitch, and Reeson conflicted by the $450,000 to $650,000 in awards they granted themselves at the same time?

Clearly one UBS director – Mr. Minaki – disagreed with the egregious size of these awards and resigned September 2, 2009. He has since told the Financial Post he will not accept his $465,000 award. Mr. Minaki did something – he resigned as a director, and he apparently left his $465,000 award to the benefit of shareholders. We applaud Mr. Minaki! It is now time for shareholders to do something and that is to change the Board.

Our Action Plan for UBS and LOOK

This is described in detail in our circular, but let me highlight it for you briefly.

Once elected, we will move swiftly to change the Board of Directors of LOOK. Our preferred approach will be to ask all directors of LOOK to resign to avoid otherwise wasteful costs, but we will call a meeting if necessary. We will undoubtedly prevail and we will ensure a strong slate of new directors for LOOK.

The Action Plan for LOOK and UBS is also to:

1. Review all non-arm's length contracts, arrangements and transactions,
2. Recover any improper compensation paid by UBS or LOOK,
3. Maximize the value of remaining assets the immediate priority being LOOK's tax losses,
4. Preserve and protect cash and return it to shareholders as quickly and effectively as can be accomplished, and
5. Be transparent and above all else, listen to you, the shareholders.

Critical to you is that we change the Board. Only then can facts be assembled, assessed and evaluated pursuant to the powers an authority of the new board of directors. It is only if you change the UBS board that you can expect:

- Meaningful oversight on LOOK's directors and officers to ensure they realize on the remaining assets of LOOK. That LOOk's directors and officers will be held accountable for preserving and protecting Look's cash as constructive trustees for Look's shareholders, including UBS

- That you can expect a thorough review with professional advisors of all finances, non-arms length transactions, and contracts at UBS and LOOK

- That you can hope for some recovery of the $22.7 million of "restructuring awards"

- That you can confidently anticipate LOOK's final wind-up and the distribution of its cash to LOOK shareholders, including UBS, so that UBS can do the same...that is to distribute its cash to shareholders and be wound-up.

Your Board Nominees

Henry Eaton is an experienced executive and public company director. He has a strong network within Canada's telecommunications industry that should prove valuable in helping LOOK realize on its remaining assets. He also brings to UBS a proven ability to plan and execute corporate reorganizations, manage complex negotiations and apply sound and reasoned business judgment impartially.

Robert Ulicki is a finance professional and portfolio manager with deep experience in capital markets, including participating in several complex and challenging corporate debt negotiations and reorganizations. He brings to UBS strong analytical capabilities, and a strong understanding of the criteria and metrics that drive public company value.

As for Myself, I trained and practiced in corporate commercial and securities law and have since worked in venture capital and private equity for over 15 years. I have a strong understanding of public company governance and regulation; have served on a number of public and private company boards, managed complex formal and informal corporate reorganizations, as well as had oversight of corporate commercial disputes and their resolution.

In Conclusion

We all would wish that the $22.7 million in restructuring awards were never awarded. Were this the case, I estimate UBS today would have an estimated cash value per share well in excess of twenty cents, even after having paid under its SARs. As the new board, we can't re-write that history, but we can try and maximize value by "righting the wrong"...and we as your new directors are determined to do so...to the benefit of all shareholders, with full transparency and with no other agenda.

We would be very happy to hear from you now. I will hand the meeting over to Joel as moderator.

[Question and Answer Session followed]

Closing Remarks: Director Nominee Henry Eaton

At this point I'd like to thank all the shareholders who have taken the initiative to participate in today's town hall meeting. We recognize that this is a very difficult time for many of you, including my fellow proposed directors. UBS is your company and it's important for you to have a voice in its direction. As for myself, I have agreed to stand as an independent director at the request of the Concerned Shareholders because I believe strongly in independent oversight when public shareholders are concerned. I have experience as both a consultant and at the board level in public company matters when management and shareholder interests appear to be at odds.

If elected, as directors of your company, we pledge to undertake a comprehensive review of the past conduct and relationship between the board and management, including, but not limited to all recent sale transactions, restructuring award payments and compensation arrangements. This effort will be defined by these central questions:

1. Have shareholders received fair and proper consideration for asset sales?
2. Have compensation arrangements, including the recent restructuring award payments been properly authorized or justified?
3. Has the Company provided reasonable and prudent disclosures to shareholders and has it met all its regulatory reporting requirements?

The outcome of this review will be communicated to shareholders. Our goal is to ensure that, in every respect, past conduct has been appropriate, and in the event that it is not, action will be taken.

The proposed board, before you today, believes in the highest quality business standards and is committed to being transparent with all shareholders, employees and government agencies. Our goal is simple. We intend to recover where possible, salvage and protect any and all of the remaining assets of the Company on your behalf. We then intend to monetize those assets and distribute the remaining cash to shareholders.

At this point it is up to you, the shareholders to decide what course of action to take. Your vote can and will make a difference and I would urge you to exercise your rights.

We pledge to you to do everything possible to make you proud to have voted your shares for this change. Thank you and I'd like to return the mike over to the moderator.

Appendix 5

Leading corporate governance analysis firm recommends shareholders vote their YELLOW proxy FOR Concerned Shareholders' director nominees

Shareholders reminded that Dolgonos receives $475,000/year from UBS

Toronto, June 25, 2010 – The UBS (Unique Broadband Systems, Inc.) Concerned Shareholders ("Concerned Shareholders") announce that RiskMetrics Group ("RiskMetrics"), in a report issued late yesterday, recommended that UBS shareholders vote their YELLOW proxy in support of the Concerned Shareholders' Nominees Robert Ulicki, Grant McCutcheon and Henry Eaton.

RiskMetrics is an independent international corporate governance analysis and proxy voting firm. Their recommendations assist shareholders to make decisions when faced with a proxy voting decision.

In recommending that its clients vote to elect the Concerned Shareholders' Nominees, RiskMetrics stated the following in its report*:

"The governance structure is problematic and, given the concerns raised about UBS' compensation practices, calls into question the ability of [the] compensation committee and the board to exercise effective independent oversight."

"The aggregate [restructuring awards] amounts awarded by Look [Communications Inc.] and UBS represent approximately 334% of UBS's current market cap, 205% of 2009 consolidated revenues, 32% of gross proceeds from the sale or 40% of net proceeds. Total restructuring awards allocated to McGoey represent 1292% of the $570,000 annual 'base fee' under his employment agreement...In our view, the amounts appear outsized particularly considering the size and state of the company, the historical stock price performance and the spectrum sale which realized a lower value based on MHz/POP than a Craig Wireless sale of comparable spectrum in a less favourable geography (i.e. Manitoba/BC vs. Ontario/Quebec)."

"In our view, the dissidents have met the burden of demonstrating that wholesale board change is warranted. Given the historical share price performance, the poor track record of creating value, the state of the company and the length of time the current board and management have been in their current positions, we have decided to support the dissidents for the following main reasons:

- *Outsized bonus awards without sufficient performance linkage*
- *Employment agreements which provide for excessive change in control payments and, in McGoey's case, modified single trigger*
- *In our view the dissident nominees have the adequate background and experience to effectively oversee the orderly wind-up of these businesses, the sale of the remaining assets and distribution to shareholders."*

"We are pleased RiskMetrics shares our view that UBS Shareholders should vote FOR the election of the Concerned Shareholders' Nominees," said Robert Ulicki, President, Clareste Wealth Management Inc., "We recognize that some of what has transpired at UBS is hard to believe. When a respected independent firm makes a recommendation like this, any question about what shareholders need to do should be clear. Vote your YELLOW proxy today – it's not too late; and disregard and destroy anything you may have received from Management and their friends."

Who is Alex Dolgonos?

Some shareholders may have recently heard from Management or their representatives. The Concerned Shareholders note that Management refuses to address the troubling questions that have been raised by shareholders, but is asking for shareholder support. In light of the recommendation from RiskMetrics, the Concerned Shareholders find the lack of response to shareholder concerns insulting to our fellow shareholders.

Shareholders may have also received a communication from Alex Dolgonos. Mr. Dolgonos would like shareholders to believe that he is just another shareholder. *In fact, Alex Dolgonos received $5,480,737 in "restructuring awards" from UBS and Look Communications Inc. in 2009.*

Mr. Dolgonos is also the beneficiary of a "Technology Development and Strategic Marketing Agreement" between UBS and DOL Technologies Inc., a Company that he controls. Per this agreement, which can be viewed at www.saveubs.com under "important documents," DOL Technologies Inc. receives $475,000 annually from UBS for consulting services provided by Mr. Dolgonos. While the Concerned Shareholders are at a loss to identify any "technology development" or "strategic marketing" that UBS requires in its current state, it is clear that Mr. Dolgonos has ample reasons to oppose change at UBS. **Shareholders should disregard anything that Mr. Dolgonos has to say given his dealings with UBS.**

Proxy Voting Deadline

Shareholders are reminded to not delay and vote the YELLOW proxy form so that it can be received no later than 5:00 p.m. (Toronto Time) on Tuesday, June 29, 2010. Detailed voting instructions are included in the Concerned Shareholders' Information Circular. Further information about voting the YELLOW proxy is available from Kingsdale Shareholder Services at 1-866-879-7650.

Shareholders should disregard and dispose of any communications they have received from Management and their representatives. Some shareholders have communicated that they accidently voted the management proxy before they were aware of all the issues. We have assisted these shareholders in voting their YELLOW proxy and remind shareholders that it is not too late to vote YELLOW, even if they have already voted with the other proxy.

About The UBS Concerned Shareholders

The UBS Concerned Shareholders are a group of investors, mostly individuals, who came together in response to the publicity that has occurred surrounding the extraordinary $22.7 million of executive and director compensation awarded in 2009 at UBS and LOOK in the face of dismal performance and plummeting share values. These shareholders have spent their time and their own resources over the past months to demand information, alert regulators, assess legal options, and ultimately take action in order to attempt to rectify and improve the situation on behalf of all shareholders of UBS.

Robert Ulicki, Grant McCutcheon and Henry Eaton are the UBS Concerned Shareholders' Director Nominees. These individuals would bring integrity, experience, and an Action Plan formulated to benefit shareholders to the Board. More information on each of the Concerned Shareholders' Director Nominees and the Action Plan is contained in the Information Circular dated June 3, 2010.

About The Special Meeting

The Special Meeting of Shareholders of UBS is scheduled to be held at 9:00 a.m. (Toronto Time) on Monday, July 5, 2010 at 8250 Lawson Road, Milton, Ontario, L9T 5C6, the principal and registered office of UBS.

**Permission to quote from the RiskMetrics was neither sought nor obtained.*

For further information please contact:

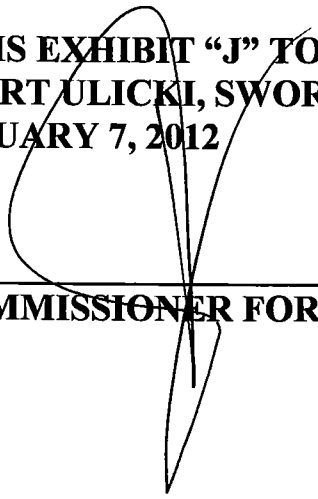
Investors	Media
www.saveubs.com	Joel Shaffer
Kingsdale Shareholder Services Inc.	Kingsdale Communications Inc.
1-866-879-7650	416-867-2327

Forward-Looking Statement

Unless otherwise noted, the information concerning UBS, Look Communications Inc. ("Look") and their directors and officers contained in this press release has been taken from, or is based upon or derived from, publicly available documents or records on file with Canadian securities regulatory authorities and other public sources. Although, the Concerned Shareholders have no knowledge that would indicate that any statements contained in such publicly filed documents are untrue or incomplete, the Concerned Shareholders do not assume responsibility for the accuracy or completeness of such information or for any failure by UBS or Look to disclose material information which may affect the significance or accuracy of such information.

Certain statements contained in this press release constitute forward-looking statements. The words "may", "would", "could", "will", "intend", "plan", "anticipate", "believe", "estimate", "expect" and similar expressions as they relate to the Concerned Shareholders, the Concerned Shareholders' nominees, UBS or Look, are intended to identify forward-looking statements. Such statements reflect the Concerned Shareholders' current views with respect to future events and are subject to certain risks, uncertainties and assumptions. The Concerned Shareholders' nominees assume no responsibility for any such statements. Many factors could cause actual results, performance or achievements that may be expressed or implied by such forward-looking statements to vary from those described herein should one or more of these risks or uncertainties materialize. Such factors include, but are not limited to, the financial condition and cash flow of UBS and Look, binding contractual covenants entered into by UBS and/or Look, pending or future litigation involving UBS and/or Look, general market conditions, the market for and regulations surrounding the purchase and sale of tax losses and other general business, technological, competitive and regulatory factors. Neither the Concerned Shareholders nor their director nominees assume any obligation to update or revise the forward looking statements contained in this press release to reflect actual events or new circumstances.

THIS IS EXHIBIT "J" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012



A COMMISSIONER FOR TAKING OATHS

NOTICEOF DISPUTE

UNIQUE BROADBAND SYSTEMS, INC. ("UBS") AND UBS WIRELESS SERVICES INC. ("UBSW" AND, TOGETHER WITH UBS, THE "APPLICANTS")

Applicant(s) against which a Claim is asserted:

☑ UBS ☐ UBSW

1. **Particulars of Creditor**

(a) Full Legal Name of Creditor (include trade name, if different):

JOLIAN INVESTMENTS LIMITED

(the "**Creditor**").

(b) Full Mailing Address of the Creditor:

100 ROSEDALE HEIGHTS DRIVE

TORONTO ON M4T 1C6

(c) Other Contact Information of the Creditor:

		WITH COPY TO:
Telephone Number:	416-517-4000	BENNETT JONES LLP
Email Address:	Gerry@MCGOEY.COM	3400 ONE FIRST CANADIAN PLACE
Facsimile Number:	N/A	P.O. BOX 130 Toronto M5X 1A4
Attention (Contact Person):	GERALD MCGOEY	ATTN: RAJ SAHNI
		E-MAIL: SAHNIR@BENNETTJONES .COM

2. **Particulars of original Creditor from whom you acquired the Claim, if applicable:**

(a) Have you acquired this Claim by assignment? If yes, if not already provided, attach documents evidencing assignment.

☐ Yes ☑ No

(b) Full Legal Name of original creditor(s):

3. **Dispute of Revision or Disallowance of Claim for Voting and/or Distribution Purposes**

The Creditor hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

	Amount Allowed by Monitor	**Amount Claimed by Creditor**
Secured Claim		
Unsecured Claim	0	$10,112,648

If you are Disputing a Claim against more than one of the Applicants, please complete a Dispute Notice for each disputed Claim.

REASON(S) FOR THE DISPUTE (ATTACHED)

(You must include a list of reasons as to why you are disputing your Claim as set out in the Notice of Revision or Disallowance.) See Attached Schedule "A" and Appendices.

SERVICE OF DISPUTE NOTICES

If you intend to dispute the Notice of Revision or Disallowance, you must deliver to the Monitor this Dispute Notice **by 5:00 p.m. (Eastern Standard Time) on the date that is twenty (20) Business Days after receipt of this Notice of Revision or Disallowance** to the following address.

Duff & Phelps Canada Restructuring Inc.
200 King Street West, Suite 1002
Toronto ON M5H 3T4

Attention: **Mitch Vininsky**
Telephone: **416-932-6013**
Fax: **647-497-9477**
Email: **mitch.vininsky@duffandphelps.com**

THE TIMING FOR THE DEEMED RECEIPT OF CORRESPONDENCE IS SET OUT IN THE CLAIMS ORDER.

[SEE NEXT PAGE FOR SIGNATURE]

DATED this 27th day of January 2012.

Name of Creditor:

JOLIAN INVESTMENTS Limited
(Name)

Witness

Per: Name: GERALD MCGOEY
Title: PRESIDENT
(please print)

Tab A

SCHEDULE "A" TO NOTICE OF DISPUTE OF JOLIAN INVESTMENTS LIMITED

This Schedule "A" and the documents referenced herein and/or attached hereto form part of the Notice of Dispute by Jolian Investments Limited ("**Jolian**") in response to the Notice of Revision or Disallowance of a Claim (the "**Disallowance Notice**") issued by Duff & Phelps Canada Restructuring Inc., acting as the Monitor of Unique Broadband Systems Inc. ("**UBS**"). Unless otherwise indicated, all capitalized terms that are not defined in the Notice of Dispute have the meanings assigned to them in Jolian's Proof of Claim and documents referenced therein and/or attached thereto.

Dispute of Disallowance Notice

1. Jolian disputes in its entirety the Disallowance Notice and maintains its claim in the full amount of $10,112,648, as particularized in its Proof of Claim. Jolian restates and relies on the facts, documents and arguments as set out in its Proof of Claim and Appendices attached thereto (including, without limitation, Jolian's Amended Statement of Claim[1] and the Reply and Defence to Counterclaim[2]) in addition to any information set out or referenced in this Notice of Dispute (including Appendices attached hereto) and any additional information, documents and evidence that Jolian may hereafter adduce in connection with its.

2. Jolian notes that it requested and was denied (by UBS) an extension of the deadline to file the Notice of Dispute. In a letter from Jolian's counsel to UBS' and the Monitor's counsel (the "**Request for Extension Letter**"), attached hereto as Appendix "1", Jolian requested an extension due to the fact that:

    i. the decision of Mr. Justice Wilton-Siegel on the December 20, 2011 motion relating to the removal of the conflicted directors of UBS (the "**Removal of Conflicted Directors Motion**") had not yet been released; and

    ii. UBS has failed to advance the Indemnity Appeal (i.e. Mr. Justice Marrocco's decision) and to address the Court of Appeal's concern regarding the effect of the CCAA stay on that proceeding.

    Although the decision of Mr. Justice Wilton Siegel on the Removal of Conflicted Directors Motion was released on January 25, 2011, UBS has not yet taken the necessary steps to clarify or resolve the issues raised by the Court of Appeal in relation to the Indemnity Appeal. It is necessary for Jolian to know whether the Indemnity Appeal can proceed notwithstanding the CCAA stay of proceedings in order to appropriately respond to the Disallowance Notice. Due to the refusal by UBS to agree to an extension, Jolian is filing this Notice of Dispute in order to preserve its rights. However, Jolian expressly reserves the right to amend and supplement its Notice of Dispute.

---

[1] Attached as Appendix "2" to Schedule "A" of Jolian's Proof of Claim.
[2] Attached as Appendices "3" and "4" to Schedule "A" of Jolian's Proof of Claim.

3. Without limiting the generality of the foregoing and without limiting any rights, arguments, claims or defences of Jolian, Jolian disputes the allegation set out in the Disallowance Notice that Jolian failed to provide notice to UBS of UBS' breach of the Management Services Agreement (the "**Jolian MSA**").

Termination of the Jolian MSA by UBS

4. UBS, not Jolian, terminated the Jolian MSA thereby triggering the Jolian Termination Payment, pursuant to Section 5.3(1) of the Jolian MSA. Contrary to the Monitor's assertion in the Disallowance Notice[3], Jolian contends that UBS' "termination without Cause" (a) automatically triggered the Jolian Termination Payment under Section 5.3(1) of the Jolian MSA and (b) no notice is required under the "termination without Cause" provision.

Section 5.3(1) of the Jolian MSA provides:

> *Entitlement – Jolian may terminate this Agreement for a Change-in-Control (which is not a Jolian Voluntary Change in Control) or a Company Default or UBS may terminate this Agreement at any time without Jolian Default or upon the Disability or Death of the CEO Designee.* ***If this Agreement is terminated pursuant to this Section 5.3(1),*** *Jolian shall be entitled to a lump sum payment equal to three hundred percent (300%) of the aggregate of:*
>
> *a. the Base Fee;*
>
> *b. a performance incentive equal to the greater of:*
>
> *i. the performance incentive in the immediately preceding fiscal year;*
>
> *ii. the performance incentive in the immediately preceding calendar year;*
>
> *iii. the average of the performance incentive paid in the two immediately preceding fiscal years;*
>
> *iv. or the average of the performance incentive paid in the two immediately preceding calendar years; or*
>
> *v. U.S. $180,000; and*
>
> vi. *the annualized Expenses of Jolian as per Appendix A, items 1, 2, 3 and 4.*
>
> ***The failure of the shareholders of the Company to re-elect the CEO Designee to the Board or the failure of the Board to appoint the CEO Designee as the Chief Executive Officer of UBS or the failure of the Board to nominate the CEO Designee for the***

[3] Disallowance Notice, pages 3 and 4.

position of Executive Chairman of UBS shall constitute a "termination without Cause" for the purposes of this Agreement.

The foregoing aggregate amount of a genuine pre-estimate of damages to Jolian and is not a penalty. (emphasis added)

5. By failing to elect Gerald McGoey to the Board and to appoint him as Chief Executive Officer, UBS triggered the Jolian Termination Payment pursuant to Section 5.3(1) of the Jolian MSA.

6. Unlike the definition of a "Company Default", there is no notice requirement in the definition of a "termination without Cause". As such, it is Jolian's assertion that no notice was required to trigger the Jolian Termination Payment.

Notice Requirement Met by Jolian

7. In the alternative, if it is found that UBS did not effect a "termination with Cause", it is Jolian's position that UBS committed a "Company Default" pursuant to section 5.3(1) and that the notice requirement required under that term has in fact been satisfied, thereby triggering the Jolian Termination Payment.

8. The following facts show that UBS did in fact have notice that the failure to elect the CEO Designee to the Board of Directors of UBS constituted a default under the Jolian MSA, entitling Jolian to the amounts claimed in Schedule "A" of its Proof of Claim under the heading "Default by UBS under the Jolian Management Services Agreement and/or "termination without Cause" ":

    i. On May 30, 2010, UBS issued a Management Information Circular ("**MIC**"), attached hereto as Appendix "2", which was approved by the independent directors and filed on SEDAR. On pages 14 and 15, the MIC states,

> "In the event that the resolution to remove the incumbent directors of the corporation from office is adopted at the [special] Meeting [of the shareholders], Mr. McGoey will no longer be on the Board of Directors of UBS. This will give Jolian the right to terminate the Jolian MSA as a result of a "Company Default"...Taking into account performance incentives awarded only by UBS, the payment that would be due to Jolian upon termination of the Jolian MSA [as a result of a Company Default] is estimated by the two independent director of UBS to be $8.6 million...Any such payments due to Jolian under the Jolian MSA are payable to Jolian in a lump-sum payment within five business days of its termination and in the case of a portion of contingent restructuring award granted by UBS to Jolian in 2009 [the Deferred Bonus Award], immediately upon such termination. The portion of the contingent award [the Deferred Bonus Award] is also immediately payable upon a change in control of UBS."

The MIC provided a clear, written description to the public and the dissident shareholder group that their actions would trigger a "Company Default" under

the Jolian MSA, evidencing that UBS had prior notice of this fact.

ii. On July 5, 2010, Jolian provided notice to UBS that UBS had terminated the Jolian MSA by way of a "termination without Cause" and had also caused a "Company Default" pursuant to which under the Jolian MSA, the Jolian Termination Payout had been triggered. A copy of that letter is attached hereto as Appendix "3".

iii. On July 9, 2011, UBS' counsel responded to the notice letter provided by Jolian of UBS' breach of the Jolian MSA. A copy of that letter is attached hereto as Appendix "4". This letter is further evidence that UBS had notice of its breach of the Jolian MSA.

iv. On July 5, and July 15, 2010, UBS held Board of Directors ("**Board**") meetings in which the Board noted that UBS had in fact received notice. The UBS Board Minutes of July 15, 2010, attached hereto as Appendix "5", states,

> "III. Ratification of Appointment of Officer
> The Chairman noted that **Gerald T. McGoey provided notice** to the Corporation on July 5th 2010..." (emphasis added)

v. On July 6, 2010, UBS issued a press release, attached hereto as Appendix "6" stating that notice had been provided. See below

> " i. Unique Broadband Systems, Inc. (TSX Venture: UBS) ("UBS") announces that Gerald McGoey **provided notice to UBS** late yesterday alleging a "company default" and "termination without cause" under his service agreement due, in part, to shareholders failing to re-elect him as a director at the special meeting held on July 5, 2010. Mr. McGoey is claiming a termination payment of $8.6 million from UBS under this agreement.
>
> ii. As a result of Mr. McGoey's **termination notice**, Grant McCutcheon has been appointed as Chief Executive Officer of UBS effective immediately..." (emphasis added)

9. The Disallowance Notice states that Jolian breached its obligation under the Jolian MSA by failing to provide UBS with four (4) months prior notice of the termination of the Jolian MSA. While there is a requirement that "Jolian give at UBS not less than four (4) months prior written notice of the termination of Jolian's engagement hereunder", that requirement is applicable to Section 5.2 of the Jolian MSA which involves situations where Jolian terminates the engagement of its own volition "for any reason other than in response to a Company Default or following a Change-in-Control." Given that this is a situation where UBS caused a "Company Default", the four (4) month notice provision is inapplicable. Rather, the notice applicable here is "written notice of such failure and having been given reasonable time to correct same, which failure has not been waived by Jolian." As demonstrated above, Jolian has satisfied this requirement.

No Improper Expenses by Jolian

10. The Disallowance Notice raises the propriety of Gerald McGoey's expenses[4]: "UBS has, for example: (a) determined that personal expenses for Mr. McGoey were inflated and improper amounts were claimed as business expenses..." Jolian denies this allegation and demands that UBS provide particulars to support this allegation. Jolian asserts that the CEO Designee, Gerald McGoey, has always acted in the best interest of UBS and that all expenses were appropriately submitted and approved.

Non-Waiver of Post-Filing Claims and Other Rights

11. In addition to any and all amounts claimed in the Proof of Claim, Jolian also maintains a claim in relation to all amounts payable by UBS to Jolian for the period after the CCAA Filing Date ("**Post Filing Claims**"), including but not limited to, any and all amounts for indemnification of legal and other expenses to which Jolian may be entitled pursuant to the Marrocco Judgment, the Jolian MSA, the Jolian Indemnification Agreement, the McGoey Indemnification Agreement or otherwise, whether in relation to UBS or otherwise, and for any interest payable after the CCAA Filing Date.

12. Jolian does not waive, and expressly reserves any and all rights, remedies, arguments, causes of action and defences it may have in respect of the claims asserted herein or otherwise in relation to UBS or any other person or entity including the manner and procedure with respect to the determination of Jolian's claims.

13. Jolian reserves the right to amend or supplement its Proof of Claim and Notice of Dispute and to provide any additional information, documentation, or evidence as may be required or desired by the Claimant to establish or support its claims, arguments and defences.

[4] Disallowance Notice, page 5.

Appendix "1"	January 23, 2011- Letter from Jolian's Counsel to UBS and the Monitor requesting an extension of deadline to file Notice of Dispute
Appendix "2"	May 30, 2010- UBS Management Information Circular
Appendix "3"	July 5, 2010- Jolian Notice Letter
Appendix "4"	July 9, 2010- UBS Response to Jolian Notice Letter
Appendix "5"	July 15, 2010- UBS Board of Directors Meeting Minutes
Appendix "6"	July 6, 2010- UBS Press Release

Appendix 1

Bennett Jones

Bennett Jones LLP
3400 One First Canadian Place, PO Box 130
Toronto, Ontario, Canada M5X 1A4
Tel: 416.863.1200 Fax: 416.863.1716

Raj S. Sahni
Partner
Direct Line: 416.777.4804
e-mail: sahnir@bennettjones.com
Our File No.: 67878.2

January 23, 2012

Via Email

Gowlings
1 First Canadian Place
100 King Street West, Suite 1600
Toronto, Ontario
M5X 1G5 Canada

Attention: E. Patrick Shea

and

Lax O'Sullivan Scott Lisus LLP
145 King Street West
Suite 1920
Toronto ON Canada M5H 1J8

Attention: Matthew Gottlieb

Dear Sirs:

Re: Unique Broadband Systems Inc. ("UBS") - Notice of Revision or Disallowance ("Disallowance Notice") re: Jolian Investments Limited ("Jolian")

We write regarding the Disallowance Notice dated January 4, 2012 (which Jolian did not receive until January 5, 2012) issued by the Monitor on behalf of UBS. The issuance of the Disallowance Notice prior to the delivery of Mr. Justice Wilton-Siegel's decision on the Motion heard on December 20, 2011 relating to the removal of conflicted directors came as a surprise to Jolian, given that one of the reasons advanced for the removal of the conflicted directors was to allow for the review of creditors' claims by an independent board of UBS.

In the circumstances, Jolian will need to review the decision of Mr. Justice Wilton-Siegel in respect of the aforementioned motion when delivered in order to properly respond to the Disallowance Notice.

In addition, we note that the Notice of Disallowance denies the indemnification portion of Jolian's claim on the basis that the indemnification issue is presently the subject of UBS's appeal of the decision of Justice Marrocco to the Ontario Court of Appeal (the "**Indemnity Appeal**"). We don't understand how UBS can rely upon the Indemnity Appeal as the basis of disallowing Jolian's indemnification claim given Justice Simmons' Endorsement dated October 12, 2011, in which, prior to addressing the Indemnity Appeal itself, she required clarification of the issue of whether the CCAA stay affects the Indemnity Appeal. Despite the Court of Appeal's endorsement, we understand UBS has not taken any steps to address this issue, which is a prerequisite to advancement of the Indemnity Appeal in light of Justice Simmons comments in paragraph 2 of the Endorsement. We understand the lawyers for Jolian and Mr. McGoey on the Indemnity Appeal have written UBS' lawyers recently to ask if UBS is moving forward with a motion to either the CCAA Judge or the Court of Appeal to address this issue of the CCAA stay; but that UBS has not indicated its intentions or taken any steps to address this issue. Since the issue of whether or not the Indemnity Appeal can and should proceed in light of the CCAA Proceedings is central to UBS' disallowance of the indemnification claim (and therefore central to Jolian's ability to properly respond to the Disallowance Notice), Jolian should not be required to respond until UBS has cleared-up this issue in accordance with the Court of Appeal's endorsement.

Accordingly, Jolian requests that the deadline for filing its Notice of Dispute in respect of the Disallowance Notice be extended to the date that is the later of 20 business days from the date that: (i) Mr. Justice Wilton-Siegel's Order in respect of the December 20, 2011 motion is rendered; and (ii) the Court determines whether the Indemnity Appeal can proceed notwithstanding the initiation of CCAA proceedings by UBS.

In the circumstances, and given that there is no prejudice from such extension in accordance with the principles enunciated in cases such as *Re Blue Range Resource Corp.* ((2000), 15 C.B.R. (4th) 192), we trust that UBS and the Monitor will consent to the extension of the date by which Jolian is required to deliver its Notice of Dispute; however, we would appreciate your response by no later than 5pm on January 24, 2012 to confirm this.

Yours truly,

Raj S. Sahni

RJS/mv

WSLegal\067878\00002\7487808v1

Appendix 2

IMPORTANT INFORMATION IS ENCLOSED

PLEASE READ AND VOTE YOUR BLUE PROXY FORM TODAY

These materials are important and require your immediate attention. They require shareholders of Unique Broadband Systems, Inc. to make important decisions. If you are in doubt as to how to make such decisions, please contact your financial, legal or other professional advisors. If you have any questions or require more information with regard to voting your shares of Unique Broadband Systems, Inc., please contact Georgeson Shareholder Communications Canada Inc. toll free at 1-866-676-3029.

UNIQUE BROADBAND SYSTEMS, INC.

NOTICE OF MEETING AND MANAGEMENT INFORMATION CIRCULAR

for a

SPECIAL MEETING OF SHAREHOLDERS

to be held on July 5, 2010

Your Board of Directors unanimously recommends that you VOTE AGAINST the resolution proposed by a shareholder to remove the incumbent directors from office.

This Management Information Circular solicits BLUE Proxies

May 30, 2010

YOUR VOTE IS IMPORTANT. VOTE ONLY THE BLUE PROXY.
For questions or assistance, please call Georgeson, 1-866-676-3029

5. The Requisitioning Shareholder Wants Control of UBS for No Consideration or Payment to UBS Shareholders

The Requisitioning Shareholder wants control of UBS for no consideration or payment to UBS shareholders. Generally, those seeking control of a public company such as UBS offer shareholders a significant premium for their shares.

6. The Requisitioning Shareholder Has Not Disclosed a Business Plan for UBS

The Board of Directors is concerned that the Requisitioning Shareholder is seeking to take control of UBS while having no articulated business plan for the Corporation. To date, the Requisitioning Shareholder has not disclosed a business plan or strategy for UBS, particularly as it relates to the distribution of available cash by Look. Further, it is impossible to determine whether the Requisitioning Shareholder has any working knowledge of the regulatory environment to which Look is subject or the outstanding commitments pursuant to the Inukshuk Purchase and Sale Agreement.

7. Strong and Experienced Board of Directors

The Board of Directors is comprised of individuals with proven senior experience in the communications industry, as well as financial and corporate-governance expertise.

8. The Requisitioning Shareholder's Proposal May Result in Disruption of Look

The Requisitioning Shareholder proposes to remove all of the directors of UBS, including Messrs. McGoey and Mitrovich. Mr. McGoey is the Chief Executive Officer of UBS and of Look and both Mr. McGoey and Mr. Mitrovich are directors of Look. If the Requisitioning Shareholder's nominees follow its direction, they may take UBS and Look in a direction incompatible with the current direction set by Look's management. UBS and Look's management and remaining employees may not wish to remain in their current positions and may instead wish to explore alternative opportunities at companies in less turmoil.

9. The Requisitioning Shareholder's Proposal Will Trigger Substantial Payments Under an Existing Services Agreement and May Trigger Additional Substantial Payments Under Other Existing Services and Employment Agreements

The removal of the incumbent directors of the Corporation and the election of the nominees to be proposed by the Requisitioning Shareholder will result in a breach of an existing services agreement entered into by UBS and give rise to termination rights under such agreement. In addition, it may result in a breach of other existing services and employment agreements entered into by UBS. In such cases, UBS will be required to pay substantial amounts under such agreements, as discussed below. **This would significantly reduce UBS' cash position and have a material adverse effect on UBS' financial position.** See "Compensation – Executive Compensation – Employment Agreements" for a full description of the three agreements discussed below.

Management Services Agreement with Jolian Investments Ltd.

In accordance with the Corporation's corporate-governance practices, the following description of a Management Services Agreement (the "**Jolian MSA**") entered into between the Corporation and Jolian Investments Ltd. ("**Jolian**"), company controlled by Gerald T. McGoey, the Chairman, Chief Executive Officer and a director of the Corporation, was reviewed and approved exclusively by the two independent directors of the Corporation, without any involvement on the part of Mr. McGoey.

On May 3, 2006, the Corporation and Jolian entered into the Jolian MSA. Jolian is entitled to terminate the Jolian MSA following a "Company Default, which is defined in the Jolian MSA as the failure by UBS to respect any of its obligations thereunder, including, among other things: (i) the failure of Mr. McGoey to be elected to the Board of Directors of UBS; or (ii) the failure of the Board of Directors of UBS to appoint Mr. McGoey as the Chief Executive Officer of UBS; or (iii) the failure of the Board of Directors of UBS to nominate Mr. McGoey as Executive Chairman of UBS. The Jolian MSA specifically provides further that the failure of UBS shareholders to re-elect Mr. McGoey to the Board of Directors of UBS, or the failure of the Board of Directors to appoint Mr. McGoey as Chief Executive Officer of UBS or the failure of the Board

of Directors of UBS to nominate Mr. McGoey for the position of Executive Chairman of UBS constitutes "termination without cause" for purposes of the Jolian MSA.

In the event that the resolution to remove the incumbent directors of the Corporation from office is adopted at the Meeting, Mr. McGoey will no longer be on the Board of Directors of UBS. This will give Jolian the right to terminate the Jolian MSA as a result of a "Company Default". If the Jolian MSA is terminated by Jolian following such "Company Default", Jolian will be entitled to a lump-sum payment equal to 300% of the aggregate of: (i) a "base fee" (currently $570,000 per year); (ii) a performance incentive (of not less than $285,000) based on the greater of the performance incentive in the immediately-preceding calendar or fiscal years and the average of the performance incentives paid in the two immediately-preceding calendar or fiscal years; and (iii) certain annualized expenses of Jolian. Taking into account performance incentives awarded only by UBS, the payment that would be due to Jolian upon termination of the Jolian MSA is estimated by the two independent directors of UBS to be $8.6 million. See "Part 3 – Compensation". Any such payments due to Jolian under the Jolian MSA are payable to Jolian in a lump-sum payment within five business days of its termination and, in the case of a portion of a contingent restructuring award granted by UBS to Jolian in 2009, immediately upon such termination. The portion of the contingent restructuring award is also immediately payable upon a change in control of UBS. As noted in section 4 above, the contingent restructuring award is otherwise payable upon UBS receiving adequate cash resources. The Jolian MSA does not permit any set off of payments and accordingly, UBS will not be entitled to hold back or set-off against any of its obligations under the Jolian MSA the amount of damages it claims to have sustained, if any, as a result of any alleged breach by Jolian under any other agreements between UBS and Jolian.

Technology Development and Strategic Marketing Agreement with DOL Technologies Inc.

On July 12, 2008, UBS entered into a Technology Development and Strategic Marketing Agreement with DOL Technologies Inc. ("**DOL**"), a company controlled by Alex Dolgonos. The Technology Development and Strategic Marketing Agreement provides that if UBS terminates the agreement without "Cause", defined to mean an act of fraud, embezzlement or misappropriation or other act which constitutes "Cause" at common law in an employment-law context, and which is materially injurious to UBS, DOL is entitled to a lump-sum payment equal to 300% of the aggregate of: (i) DOL's "core compensation" (currently $475,000 per year); (ii) a performance incentive based on the greater of the performance incentive paid in the immediately-preceding fiscal or calendar years and the average of the performance incentives paid in the two immediately-preceding calendar or fiscal years; and (iii) amounts due and owing for reimbursable expenses at the time of termination. The Technology Development and Strategic Marketing Agreement also provides that DOL may terminate the agreement for "Good Reason" following a "Change-in-Control" of UBS, in which case DOL would be entitled to the foregoing lump-sum payment. "Good Reason" is defined in the agreement to mean that DOL's business relationship with UBS has been substantially altered by the Board of Directors of UBS. "Change-in-Control" is defined in the Technology Development and Strategic Marketing Agreement to mean that "control (control includes a Person or group of Persons acting in concert holding more than 20% of the voting shares of the Company) of the Company has been transferred to another Person or Persons acting in concert."

In the event that a new Board of Directors of UBS terminates the Technology Development and Strategic Marketing Agreement without "Cause", the payment that would be due to DOL is estimated by UBS to be $7.2 million, taking into account performance incentives paid or awarded only by UBS. See "Part 3 – Compensation". Any such payments due to DOL under the Technology Development and Strategic Marketing Agreement are payable to DOL in a lump-sum payment within five business days of its termination and, in the case of a portion of a contingent restructuring award granted by UBS to DOL in 2009, immediately upon such termination. The portion of the contingent restructuring award is also immediately payable upon a change in control of UBS. As noted in section 4 above, the contingent restructuring award is otherwise payable upon UBS receiving adequate cash resources. UBS will not be entitled to hold back or set-off against any of its obligations under the Technology Development and Strategic Marketing Agreement the amount of damages it claims to have sustained as a result of any alleged breach by DOL under any other agreements between UBS and DOL.

To the extent that the election of a new Board of Directors is a "Change-in-Control" and the new Board of Directors substantially alters DOL's business relationship with UBS, DOL would have the right to terminate the Technology Development and Strategic Marketing Agreement and would thereafter be entitled to a lump-sum payment in the amount set out above.

Employment Agreement with Malcolm Buxton-Forman

On July 8, 2004, UBS entered into an employment agreement with Malcolm Buxton-Forman, Chief Financial Officer of the Corporation. The employment agreement provides that in the event that UBS terminates Mr. Buxton-Forman's employment without cause, Mr. Buxton-Forman will receive a payment equal to nine months of his compensation. The employment agreement further provides that following a change of control of UBS, and if Mr. Buxton-Forman is not employed on terms and conditions that are the same or greater as under his current employment agreement, Mr. Buxton-Forman will receive a payment equal to twelve months' salary and bonus. Should a new Board of Directors of UBS terminate Mr. Buxton-Forman's employment without cause, he will be entitled to a payment equal to at least nine months, and possibly twelve months, of his current compensation. During the fiscal year ended August 31, 2009, Mr. Buxton-Forman received salary and bonus of $1.3 million. See "Part 3 – Compensation".

In addition, a contingent restructuring award in the amount of $1 million granted by UBS to Mr. Buxton-Forman in 2009 will become payable upon the earlier of a change in control of UBS or the termination of Mr. Buxton-Forman's employment agreement. As noted in section 4 above, the contingent restructuring award is otherwise payable upon UBS receiving adequate cash resources.

10. The Requisitioning Shareholder Has Not Acted in a Transparent Manner

On April 27, 2010, the Requisitioning Shareholder requisitioned the Meeting. The Requisitioning Shareholder has failed to identify itself to the Corporation or provide the names of the persons who will comprise its slate of proposed directors, despite the Corporation's formal written requests that it do so. Accordingly, the Corporation is not able to provide in this Circular the basic information about the nominees required by applicable law.

On May 13, 2010, Gowlings, counsel for the Requisitioning Shareholder, wrote as follows to counsel to UBS: "Our client is considering your requests [for information] and we will respond to you by May 19, 2010." The Requisitioning Shareholder has failed to do so.

UBS deplores the fact that the Requisitioning Shareholder has not acted in a transparent manner in requisitioning the Meeting, has chosen to remain anonymous, and has failed to provide the names of its nominees for election to the Board of Directors of the Corporation.

SUMMARY

The Board of Directors has managed UBS so as to maximize value for UBS' shareholders. In this regard, UBS supported Look's 2009 POA, which resulted in the sale by Look of its spectrum and broadcast licence to Inukshuk for $80 million, and supported Look's 2010 POA, which, in UBS' view, would have resulted in the distribution by Look of a substantial amount of its available cash to Look's shareholders, including UBS, in a rapid, tax-efficient manner, an orderly sale of Look's remaining assets (other than cash and tax attributes), and Look being in the best position to maximize the value of its remaining tax attributes. The Board of Directors also secured cash flow for UBS through services provided to Look under the Look MSA.

The Board of Directors was recently re-elected by UBS' shareholders; had the Requisitioning Shareholder presented an alternate slate of directors at the Corporation's February 2010 Annual Meeting, the Corporation would have saved considerable management time and expense. The Requisitioning Shareholder's proposal may result in expensive and protracted litigation, which will delay and ultimately reduce the distribution of Look's available cash. The Board of Directors is concerned that the Requisitioning Shareholder is seeking to take control of UBS for no payment or consideration to UBS' shareholders, while having no articulated business plan for the Corporation, particularly as it relates to the distribution of available cash by Look. The Board of Directors includes individuals with proven senior experience in the communications industry, as well as financial and corporate-governance expertise.

Further, the Board of Directors believes that the Requisitioning Shareholder's proposal will trigger substantial payments under an existing services agreement entered into by UBS and may trigger additional substantial payments under other existing services and employment agreements entered into by UBS, thereby significantly reducing UBS' cash position and having a material adverse effect on UBS' financial position.

Appendix 3

Groia &
Company

Joseph Groia
Direct Line: 416-203-4472
Email: jgroia@groiaco.com

July 5, 2010

By Hand Delivery, Facsimile, and Registered Mail

Unique Broadband Systems, Inc.
c/o Heenan Blaikie LLP
Bay Adelaide Centre
P.O. Box 2900
333 Bay Street, Suite 2900
Toronto, Ontario M5H 2T4

Dear Counsel:

Re: Company Default under and Termination of Management Services Agreement between Jolian Investments Ltd. and Unique Broadband Systems, Inc. dated May 3, 2006 ("Jolian MSA")

Please find enclosed a letter from our client Jolian Investments Ltd. that provides Unique Broadband Systems, Inc. with notice that a Company Default and "termination without Cause" by Unique Broadband Systems, Inc., as defined under the Jolian MSA, have occurred.

Please confirm that Unique Broadband Systems, Inc. will make the lump sum payment to Jolian Investments Ltd. that is described in the enclosed letter by July 9, 2010. Should you have any questions then please contact me.

Yours faithfully,

Joseph Groia

Enclosure

Jolian Investments Limited
100 Rosedale Heights Drive
Toronto, ON M4T 1C6

July 5, 2010

By Hand Delivery, Facsimile (905-669-0785) and Registered Mail

Unique Broadband Systems, Inc.
8250 Lawson Road
Milton, ON L9T 5C6

Attention: Chairman of the Board and
Chairman of the Human Resources Committee

Re: Company Default under and Termination of Management Services Agreement between Jolian Investments Ltd. and Unique Broadband Systems, Inc. dated May 3, 2006 ("Jolian MSA")

I write on behalf of Jolian Investments Ltd. ("Jolian") to provide Unique Broadband Systems, Inc. ("UBS") with notice of a Company Default as that term is defined in the Jolian MSA, provide notice of UBS' termination without Cause of the Jolian MSA, and to require payment of the resulting lump sum payment now owing from UBS to Jolian pursuant to Section 5.3(1) of the Jolian MSA.

The Company Default arises from the failure of UBS to respect its obligations under the Jolian MSA including but not limited to the failure of the CEO Designee (used here as that term is defined under the Jolian MSA) to be elected to the Board of Directors of UBS, the failure of the Board of Directors of UBS to appoint the CEO Designee as Chief Executive Officer, the failure of the Board of Directors of UBS to nominate the CEO Designee for the position of Executive Chairman of UBS, and the substantial diminution of the responsibilities of the CEO Designee.

Furthermore, the failure of the shareholders of the Company to re-elect the CEO Designee to the Board, the failure of the Board to appoint the CEO Designee as the Chief Executive Officer of UBS, and the failure of the Board to nominate the CEO Designee for the position of Executive Chairman of UBS constitutes a "termination without Cause" by UBS under the Jolian MSA.

As a result of the Company Default and UBS' termination without Cause of the Jolian MSA pursuant to Section 5.3(1) of the Jolian MSA, Jolian requires that UBS pay to it immediately and failing that then by no later than Friday, July 9, 2010 (being within five (5) business days of the date of termination as required by Section 5.4 of the Jolian MSA) the amount of $ 8.6 million. This amount, as shown in UBS' May 30, 2010 Management Information Circular filed on

SEDAR (see the attached excerpt) is calculated pursuant to Section 5.3(1) of the Jolian MSA being a lump sum payment equal to three hundred percent (300%) of the aggregate of:

(a) the Base Fee ($570,000);

(b) a performance incentive equal to the greater of:

(i) the performance incentive in the immediately preceding fiscal year;

(ii) the performance incentive in the immediately preceding calendar year;

(iii) the average of the performance incentive paid in the two immediately preceding fiscal years;

(iv) or the average of the performance incentive paid in the two immediately preceding calendar years; or

(v) $285,000; and

(c) the annualized Expenses of Jolian as per Appendix A, items 1,2,3 and 4 of the Jolian MSA.

I am disappointed that the long relationship between Jolian, myself and UBS has come to an end, but I wish UBS every success in the future.

Yours truly,

Jolian Investments Ltd.

per Gerald T. McGoey
President

Enclosure

cc: Heenan Blaikie LLP, 200 Bay Street, Suite 2600, South Tower, P.O. Box 185, Stn. Royal Bank Plaza, Toronto, ON, M5J 2J4, Facsimile No.: 416-360-8425 Attention: Ms. Wendy Berman

Excerpt from UBS' May 30, 2010 Management Information Circular, pp. 14-15

Management Services Agreement with Jolian Investments Ltd.

In accordance with the Corporation's corporate-governance practices, the following description of a Management Services Agreement (the "**Jolian MSA**") entered into between the Corporation and Jolian Investments Ltd. ("**Jolian**"), company controlled by Gerald T. McGoey, the Chairman, Chief Executive Officer and a director of the Corporation, was reviewed and approved exclusively by the two independent directors of the Corporation, without any involvement on the part of Mr. McGoey.

On May 3, 2006, the Corporation and Jolian entered into the Jolian MSA. Jolian is entitled to terminate the Jolian MSA following a "Company Default, which is defined in the Jolian MSA as the failure by UBS to respect any of its obligations thereunder, including, among other things: (i) the failure of Mr. McGoey to be elected to the Board of Directors of UBS; or (ii) the failure of the Board of Directors of UBS to appoint Mr. McGoey as the Chief Executive Officer of UBS; or (iii) the failure of the Board of Directors of UBS to nominate Mr. McGoey as Executive Chairman of UBS. The Jolian MSA specifically provides further that the failure of UBS shareholders to re-elect Mr. McGoey to the Board of Directors of UBS, or the failure of the Board of Directors to appoint Mr. McGoey as Chief Executive Officer of UBS or the failure of the Board of Directors of UBS to nominate Mr. McGoey for the position of Executive Chairman of UBS constitutes "termination without cause" for purposes of the Jolian MSA.

In the event that the resolution to remove the incumbent directors of the Corporation from office is adopted at the Meeting, Mr. McGoey will no longer be on the Board of Directors of UBS. This will give Jolian the right to terminate the Jolian MSA as a result of a "Company Default". If the Jolian MSA is terminated by Jolian following such "Company Default", Jolian will be entitled to a lump-sum payment equal to 300% of the aggregate of: (i) a "base fee" (currently $570,000 per year); (ii) a performance incentive (of not less than $285,000) based on the greater of the performance incentive in the immediately-preceding calendar or fiscal years and the average of the performance incentives paid in the two immediately-preceding calendar or fiscal years; and (iii) certain annualized expenses of Jolian. **Taking into account performance incentives awarded only by UBS, the payment that would be due to Jolian upon termination of the Jolian MSA is estimated by the two independent directors of UBS to be $8.6 million. See "Part 3 – Compensation". Any such payments due to Jolian under the Jolian MSA are payable to Jolian in a lump-sum payment within five business days of its termination and, in the case of a portion of a contingent restructuring award granted by UBS to Jolian in 2009, immediately upon such termination.** The portion of the contingent restructuring award is also immediately payable upon a change in control of UBS. As noted in section 4 above, the contingent restructuring award is otherwise payable upon UBS receiving adequate cash resources. The Jolian MSA does not permit any set off of payments and accordingly, UBS will not be entitled to hold back or set-off against any of its obligations under the Jolian MSA the amount of damages it claims to have sustained, if any, as a result of any alleged breach by Jolian under any other agreements between UBS and Jolian.

Appendix 4

gowlings montréal · ottawa · toronto · hamilton · waterloo region · calgary vancouver · moscow · london

Kelley M. McKinnon
Direct 416-862-4432
kelley.mckinnon@gowlings.com

July 9, 2010

VIA FACSIMILE

Groia & Company
Wildeboer Dellelce Place
365 Bay Street, 11th Floor
Toronto, Ontario M5H 2V1

Attention: Joseph Groia

Dear Mr. Groia:

Re: Management Services Agreement Between Unique Broadband Systems, Inc. ("UBS") and Jolian Investments Ltd. ("Jolian") dated May 3, 2006 ("Jolian MSA")

We are the lawyers for UBS in respect of the matter raised in your client's letter to UBS dated July 5, 2010.

As you are aware, a new Board of Directors of UBS was elected by the shareholders on July 5, 2010. The new Board has not had an opportunity to review the facts surrounding the Jolian MSA. Heenan Blaikie only had part of their files pertaining to the Jolian MSA made available to the new Board late yesterday. They continue to reivew their records and anticipate providing further information Further, Ms Berman is currently in Europe on another matter

The new Board is acutely aware of their duties to UBS and its shareholders. To respond to your client's demand for payment, the new Board must investigate the legitimacy of your client's demand. The new Board will respond next week after it has had an opportunity to review Heenan Blaikie's files and discuss the matter with Ms. Berman.

gowlings

In the meantime, we wish to remind Gerald McGoey of his continuing obligation to assist with the transition of the new Board notwithstanding his resignation as CEO of UBS. If required, the new Board expects Mr. McGoey to be available to provide information concerning the matters set out in Robert Ulick's letter of July 5, 2010 to Mr. McGoey.

Yours very truly,

GOWLING LAFLEUR HENDERSON LLP

Kelley McKinnon

/kd

TOR_LAW\ 7419153\1

Appendix 5

MINUTES of a meeting (the "Meeting") of the Board of Directors of **UNIQUE BROADBAND SYSTEMS, INC.** (the "Corporation") held by telephone conference call at the hour of 11:15 a.m. (Toronto Time) on Thursday, July 15, 2010.

PRESENT: Robert Ulicki (Chairman)
Grant McCutcheon
Henry Eaton

IN ATTENDANCE BY INVITIATION: D'Arcy Doherty, Gowling Lafleur Henderson LLP

I. CHAIRMAN AND SECRETARY

Robert Ulicki acted as Chairman and Henry Eaton acted as Secretary of the Meeting.

II. NOTICE AND QUORUM

The Chairman reported that each Director had waived notice of the Meeting and that with all the Directors of the Corporation being in attendance that a quorum was present and the Meeting had been properly constituted for the transaction of business.

III. RATIFICATION OF APPOINTMENT OF OFFICER

The Chairman noted that Gerald T. McGoey provided notice to the Corporation on July 5, 2010, alleging among other things, termination without cause under his services agreement. Grant McCutcheon consented to take the position of Chief Executive Officer of the Corporation on July 6, 2010. The Chairman called for a motion approving and ratifying Mr. McCutcheon's appointment as Chief Executive Officer of the Corporation. Mr. McCutcheon declared his interest in the motion to the Board and abstained from voting on the resolution.

UPON MOTION duly made seconded and carried, **IT WAS RESOLVED THAT:**

1. the appointment of Grant McCutcheon as Chief Executive Officer of the Corporation effective July 6, 2010 to hold such office for the ensuing year or until his successor is appointed or his resignation is received by the Corporation, subject to the Corporation's by-laws or resolutions, is hereby authorized, ratified and approved; and

2. after giving effect to the foregoing, the current officers of the Corporation are as follows:

Name	Office Held
Robert Ulicki	Chairman of the Board of Directors
Grant McCutcheon	Chief Executive Officer
Malcolm Buxton-Forman	Chief Financial Officer, Secretary, Treasurer

IV. SIGNING AUTHORITIES

The Chairman noted that the rules of the TSX Venture Exchange require that two authorized persons sign each cheque and treasury order of the Corporation. The Chairman noted that on July 5, 2010 the Board resolved that any two (2) of Henry Eaton, Robert Ulicki and Grant McCutcheon had signing authority for all cheques drawn on the Corporation's bank account(s) and financial institutions and were the sole authorized persons with respect to instructing the Corporation's transfer agent. The Chairman noted that it was now desirable to change such signing authorities to facilitate the ordinary course business of the Corporation.

UPON MOTION duly made, seconded and unanimously carried, **IT WAS RESOLVED THAT:**

1. (i) any two different Directors, or (ii) any two of the following (which cannot be one person acting or signing in two different capacities): a Director, the Chief Executive Officer, the Chief Financial Officer or Jacqueline Logan, are hereby authorized to sign cheques and transfer funds for the Corporation for amounts up to and including $1,000;

2. (i) any two different Directors, or (ii) any one Director and any one of the following (which cannot be one person acting or signing in two different capacities): the Chief Executive Officer, the Chief Financial Officer or Jacqueline Logan, are hereby authorized to sign cheques and transfer funds for the Corporation for amounts in excess of $1,000;

3. (i) any two different Directors, or (ii) any one Director and either the Chief Executive Officer or the Chief Financial Officer (which cannot be one person acting or signing in two different capacities), are hereby authorized to borrow money and grant security on behalf of the Corporation;

4. (i) any two different Directors, or (ii) any one Director and either the Chief Executive Officer or the Chief Financial Officer (which cannot be one person acting or signing in two different capacities), are hereby authorized to designate the signing directors, officers and employees that are authorized to disburse funds (e.g. sign cheques, transfer funds) on behalf of the Corporation and borrow money and grant security of the Corporation;

5. (i) any two different Directors, or (ii) any one Director and either the Chief Executive Officer or the Chief Financial Officer (which cannot be one person acting or signing in two different capacities), are hereby authorized to execute treasury orders to Equity Transfer & Trust Company, for the issuance of securities of the Corporation and to provide any other written instructions or authorizations to Equity Transfer & Trust Company on behalf of the Corporation; and

6. this resolution replaces and supersedes the applicable resolution of the Board of Directors of July 5, 2010 with respect to these matters.

V. BOARD OF DIRECTORS OF UBS WIRELESS SERVICES INC.

The Chairman noted that Gerald T. McGoey, Louis Mitrovich and Douglas Reeson were the Directors of the Corporation's wholly-owned subsidiary UBS Wireless Services Inc. The

Corporation, as sole shareholder, removed Gerald T. McGoey, Louis Mitrovich and Douglas Reeson as Directors of UBS Wireless Services Inc. effective as of July 5, 2010 following their removal as Directors by shareholders of the Corporation on that date.

UPON MOTION duly made, seconded and unanimously carried, **IT WAS RESOLVED THAT:**

1. the removal by the Corporation, as sole shareholder of UBS Wireless Services Inc., of Gerald T. McGoey, Louis Mitrovich and Douglas Reeson as the Directors of UBS Wireless Services Inc. effective July 5, 2010 is hereby ratified, authorized, and approved; and

2. the appointment and election of Grant McCutcheon, Robert Ulicki and Henry Eaton by the Corporation as the Directors of UBS Wireless Services Inc. effective July 5, 2010 is hereby ratified, authorized, and approved.

VI. BOARD OF DIRECTORS OF LOOK COMMUNICATIONS INC.

The Chairman noted that on July 5, 2010 the Board of Directors of Look Communications Inc. ("Look") invited the new Board of Directors of the Corporation to enter into discussions concerning an orderly transition of the Board of Directors of Look (the "Transition"). It was noted that the Corporation's wholly owned subsidiary, UBS Wireless Services Inc., owns 24,864,478 multiple voting shares and 29,921,308 subordinate voting shares in Look. The Corporation supports the election and/or appointment of Grant McCutcheon, Robert Ulicki, Henry Eaton, David Rattee and Lawrence Silber as directors of Look, subject to their consent to act as directors. The Board recognized that while Messrs. Eaton, McCutcheon and Ulicki would have duties to both the Corporation and Look, Messrs. Silber and Rattee would have no specific duties to UBS.

UPON MOTION duly made, seconded and unanimously carried, **IT WAS RESOLVED THAT** negotiations by the Corporation, through direction to UBS Wireless Services Inc., or on its own behalf, with the current Board of Directors of Look to seek the voluntary resignation of the current Board of Directors of Look be, and it hereby is, authorized, ratified and approved and the Corporation is hereby authorized to seek the appointment and/or election of any or all of the following individuals as Directors of Look: Grant McCutcheon, Robert Ulicki, Henry Eaton, David Rattee and Lawrence Silber subject to their consent to act as Directors of Look and the Transition being on terms and conditions that the Board of Directors of the Corporation may consider appropriate or advisable in the circumstances.

VII. ADDITIONAL AUTHORIZATION

UPON MOTION duly made, seconded and unanimously carried, **IT WAS RESOLVED THAT** any one director of the Corporation be and is hereby authorized and empowered, acting for, in the name of and on behalf of the Corporation, to execute or to cause to be executed, under the seal of the Corporation or otherwise, and to deliver or to cause to be delivered, all such agreements and other documents, all in such form and containing such terms and conditions as any one of them shall consider necessary or desirable in connection with the foregoing paragraphs of this resolution and shall approve, such approval to be conclusively evidenced by

the execution thereof by the Corporation, and to do or to cause to be done all such other acts and things as any one of them shall consider necessary or desirable in connection with the foregoing paragraphs of this resolution or in order to give effect to the intent of the foregoing paragraphs of this resolution.

VIII. TERMINATION

The Chairman asked if there was any further business.

UPON MOTION duly made, seconded and unanimously carried, **IT WAS RESOLVED THAT** there being no further business, the meeting was terminated.

Chairman – Robert Ulliekl

Secretary – Henry Eaton

Appendix 6

News release via Canada NewsWire, Toronto 416-863-9350

Attention Business Editors:
UBS Announces New Chief Executive Officer

Former CEO Terminates Services Agreement with UBS

TORONTO, July 6 /CNW/ - Unique Broadband Systems, Inc. (TSX Venture: UBS) ("UBS") announces that Gerald McGoey provided notice to UBS late yesterday alleging a "company default" and "termination without cause" under his service agreement due, in part, to shareholders failing to re-elect him as a director at the special meeting held on July 5, 2010. Mr. McGoey is claiming a termination payment of $8.6 million from UBS under this agreement.

As a result of Mr. McGoey's termination notice, Grant McCutcheon has been appointed as Chief Executive Officer of UBS effective immediately. Mr. McCutcheon was elected as a director of UBS on July 5, 2010.

Alex Dolgonos, the former Technology Consultant, also provided UBS with notice late yesterday also alleging that his service agreement with UBS was terminated. Mr. Dolgonos alleges that his service agreement was terminated for "good reason" and as a result of "change of control" in UBS pursuant to his service agreement. Mr. Dolgonos is claiming a termination payment of $7.2 million from UBS under this agreement.

"In light of recent developments, we are pleased that Grant McCutcheon will serve as CEO of UBS" said Robert Ulicki, the Chairman of the Board of Directors of UBS. "The new Board is consulting with legal counsel regarding the service agreements entered into by the former CEO and Technology Consultant and their claims for payment. We will update shareholders with material developments as they arise".

Neither the TSX Venture Exchange nor its Regulation Services Provider (as that term is defined in the policies of the TSX Venture Exchange) accepts responsibility for the adequacy or accuracy of this release.

Forward-Looking Statements

Certain statements contained in this press release constitute forward-looking statements. The words "may", "would", "could", "will", "intend", "plan", "anticipate", "believe", "estimate", "expect" and similar expressions as they relate to UBS are intended to identify forward-looking statements. Such statements reflect UBS' current views with respect to future events and are subject to certain risks, uncertainties and assumptions. Many factors could cause actual results, performance or achievements that may be expressed or implied by such forward-looking statements to vary from those described herein should one or more of these risks or uncertainties materialize. UBS does not assume any obligation to update or revise the forward looking statements contained in this press release to reflect actual events or new circumstances.

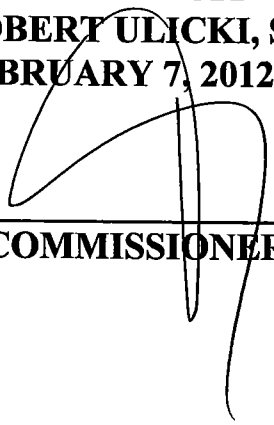
%SEDAR: 00010550E

/For further information: Robert Ulicki, Chairman, UBS at 416-642-5703./
(UBS.)

CO: Unique Broadband Systems, Inc.

CNW 12:12e 06-JUL-10

THIS IS EXHIBIT "K" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012



A COMMISSIONER FOR TAKING OATHS

2 February, 2012

Via Facsimile

E. Patrick Shea
Direct (416) 369-7399
patrick.shea@gowlings.com

Roy Elliott O'Connor LLP
Barristers
200 Front Street West, 23rd Floor
P.O. Box #45
Toronto, ON M5V 3K2

Attention: Peter L. Roy and Sean Grayson

Dear Sirs:

Re: Unique Broadband Systems Inc. ("UBS")
Court File no. CV-11-9283-00CL

We understand that your client 2064818 Ontario ("**206 Ontario**"), a company controlled by your client Alex Dolgonos, has indicated its intention to make a partial take-over bid for up to 10 million UBS shares at $0.08 per share. UBS does not, in principal, object to a takeover bid or, to the price at which 206 Ontario is proposing to acquire UBS shares, but has concerns with the fact that it is proposing only a partial take-over. UBS is concerned that the stated purpose of the partial take-over is to effect a change of the UBS board and that this will result in the process to determine the (disputed) claim being asserted against UBS by DOL Technologies Inc. ("**DOL**"), another company controlled by Mr. Dolgonos, or the entire process under the *Companies' Creditors Arrangement Act* (the "**CCAA**"), being terminated or conducted in a manner that does not reflect the issues that UBS believes exist with respect to that validity and quantum of DOL's claim. It is, in the view of UBS, imperative that the validity of the claim being asserted against UBS be determined and that the best way to have the matter determined is in the CCAA proceedings.

Can you please confirm that your client's partial takeover bid is not intended to ultimately result in a change of the UBS board with a view to either: (a) interrupting the claims process; or (b) terminating the CCAA proceedings or, put another way, that your client will ensure that any change in control of UBS will not result in any adverse impact on the process to determine DOL's claim against UBS on its merits. If the acquisition of UBS shares by 206 Ontario is intended to result in a change in the UBS board to interrupt or otherwise impact the claims process or the CCAA proceedings, we will be forced to bring a motion to the court seeking advice and directions with respect to the matter and to ensure that DOL's claim is determined on its merits notwithstanding any change of the control of UBS.

We understand that, in accordance with the terms of the Order dated 4 August 2011 (the "**Claims Order**"), a Notice of Revision or Disallowance was delivered and that DOL has delivered a Notice of Dispute. In accordance with the Claims Order, the Monitor has fifteen business days

from the delivery of a Notice of Dispute to: (a) bring a motion to have the determination of DOL's claim determined by a Judge or a claims officer if we are able to reach agreement with respect to by whom the disputed claim should be determined; or, if we are unable to reach an agreement as to by whom the disputed claim should be determined; (b) a motion seeking advice and directions with respect to by whom the claim should be determined.

We are hopeful that we can expedite the timelines in the Claims Order. We would like to request that DOL agree that the determination of its (disputed) claim against UBS will be determined by a Judge. We further suggest that the parties sit down with the Monitor to reach an agreement with respect to the process for determining DOL's claim.

It appears that the validity of DOL's claim for the termination payment depends on your client satisfying the court that, based on the facts outline in your Notice of Dispute, there was a "change-in-control" and "good reason". Unless your client establishes that both of these criteria are satisfied, the disallowance of the claim for termination payment must be upheld. There appears to be no reason why these matters cannot be determined on a "summary judgment" basis with an agreed statement of facts. We understand that there is time available before His Honour on 1 and 2 March 2012 and we suggest that a motion to have these issues determined be scheduled for one of those days.

Can we please have your thoughts on the foregoing? We would be please to meet with you anytime this week to discuss an expedited process for determining DOL's claim against UBS in contemplation of a meeting with the Monitor the following week. We have approached the Commercial List Office to determine His Honour's availability in March of 2012.

Sincerely,

GOWLING LAFLEUR HENDERSON LLP

E. Patrick Shea
EPS:fs

cc: client
Monitor

TOR_LAW\ 7834829\2

2 February, 2012

E. Patrick Shea
Direct (416) 369-7399
patrick.shea@gowlings.com

Via Facsimile

Bennett Jones
Suite 3400
One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Attention: Raj S. Sahni

Dear Mr. Sahni:

Re: Unique Broadband Systems Inc. ("UBS")
Court File No. CV-11-9283-00CL

We understand that, in accordance with the terms of the Order dated 4 August 2011 (the "**Claims Order**"), a Notice of Revision or Disallowance was delivered to Jolian Investments Limited ("**Jolian**") and that Jolian has delivered a Notice of Dispute. In accordance with the Claims Order, the Monitor has fifteen business days from the delivery of a Notice of Dispute to: (a) bring a motion to have the determination of Jolian's claim determined by a Judge or a claims officer if we are able to reach agreement with respect to by whom the disputed claim should be determined; or, if we are unable to reach an agreement as to by whom the disputed claim should be determined; (b) a motion seeking advice and directions with respect to by whom the disputed claim should be determined.

We are hopeful that we can expedite the timelines in the Claims Order. We would like to request that Jolian agree that the determination of its (disputed) claim against UBS will be determined by a Judge. We further suggest that the parties sit down with the Monitor to reach an agreement with respect to the process for determining Jolian's claim.

It appears that the validity of Jolian's claim for the termination payment depends on your client satisfying the court, based on the facts outlined in your client's Notice of Dispute, that:

1. The termination payment is payable on "termination without cause" -- as well as "Company Default" and "Change-in-Control" -- and the exercise by the UBS shareholders of their rights to remove a director after electing (and subsequently re-electing) that director under s.122 of the *Business Corporations Act* (Ontario) constitute "failure to re-elect" thereby triggering "termination without cause"; or

2. Jolian, based on the facts outlined in your client's Notice of Dispute, provided proper notice of default to UBS and provided UBS with an opportunity to cure the default such that there was a "Company Default".

There appears to be no reason why these issues cannot be determined on a "summary judgment" basis with an agreed statement of facts -- the facts relevant to these issues should not be in dispute. We understand that there is time available before His Honour on 1 and 2 March 2012 and we suggest that a motion to have these issues determined be scheduled for one of those days.

Can we please have your thoughts on the foregoing? We would be pleased to meet with you anytime this week to discuss the process for determing Jolian's claim against UBS to prepare for a meeting with the Monitor the following week.

Sincerely,

GOWLING LAFLEUR HENDERSON LLP

E. Patrick Shea
EPS:fs

cc: client
Monitor

TOR_LAW\ 7834838\1

THIS IS EXHIBIT "L" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012

A COMMISSIONER FOR TAKING OATHS

WILDEBOER
wildlaw.ca
DELLELCE LLP

DIRECT LINE: 416 361-4763
e-mail: mwilson@wildlaw.ca

January 18, 2011

VIA EMAIL

Mr. Grant McCutcheon
Unique Broadband Systems, Inc.
8250 Lawson Road
Milton, ON L9T 5C6

Dear Mr. McCutcheon:

Re: Take-Over Offer for Shares of Unique Broadband Systems, Inc.

Please be advised that a corporation (or corporations) associated with Mr. Alex Dolgonos intends to make a take-over bid (the "Offer") for up to 10,000,000 shares of Unique Broadband Systems, Inc. ("UBS") at a price of $0.08 per share on or after January 27, 2011. In furtherance of the Offer, pursuant to subsection 146(1) of the *Business Corporations Act* (Ontario) and section 6.1 of National Instrument 54-101- *Communication with Beneficial Owners of Securities of a Reporting Issuer*, Mr. Dolgonos hereby requests a list of shareholders and a list of non-objecting beneficial owners ("NOBOs") of UBS. Please find enclosed the following documents:

1. Statutory Declaration requesting the list of shareholders of UBS; and

2. Form 54-101F9 – Undertaking requesting the NOBO list of UBS.

Please advise as to the amount of the fees for the requested lists and we will forward payment forthwith. The lists requested should be sent to the undersigned. Thank you in advance for your cooperation.

Sincerely,

Mark Wilson
Encl.

cc. Mr. Perry Dellelce, *Wildeboer Dellelce LLP*
cc. Mr. James Brown, *Wildeboer Delellce LLP*
cc: Mr. Bryce Kraeker, *Gowling Lafleur Henderson LLP*

STATUTORY DECLARATION
IN THE MATTER OF SUBSECTION 146(1)
OF THE BUSINESS CORPORATIONS ACT (ONTARIO)
AND IN THE MATTER OF UNIQUE BROADBAND SYSTEMS, INC.

I, Alex Dolgonos, a director of 2064818 Ontario Inc., at 207 Arnoro Avenue, Thornhill, Ontario L4J 1C1, a beneficial owner of shares of Unique Broadband Systems, Inc.

SOLEMNLY DECLARE THAT:

1. 2064818 Ontario Inc. ("2064818") requires within 10 days following the receipt by Unique Broadband Systems, Inc. (the "Corporation") or its transfer agent of this statutory declaration, a basic list setting out:

   (a) the names of the holders of shares of the Corporation;

   (b) the number of shares of each class and series owned by each holder; and

   (c) the address of each shareholder.

2. 2064818 Ontario Inc. requires within 10 days following the receipt by the Corporation of this statutory declaration, a list setting out the name and address of any known holder of an option or right to acquire shares in the Corporation.

3. No person will use a list obtained hereunder except in connection with:

   (a) an effort to influence the voting by registered holders of shares of the Corporation;

   (b) an offer to acquire shares of the Corporation; or

   (c) any other matter relating to the affairs of the Corporation.

AND I made this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at the City of Toronto, in the Province of Ontario, this 18th day of January, 2012.

A Commissioner for Oaths or Notary Public

2064818 ONTARIO INC.

Alex Dolgonos
Director

FORM 54-101F9

Note: Terms used in this Form have the meanings given to them in National Instrument 54-101. The use of this Form is referenced in sections 2.5, 6.1 and 6.2 of National Instrument 54-101.

I, Alex Dolgonos, a director of 2064818 Ontario Inc. ("2064818") at 207 Arnoro Avenue, Thornhill, Ontario L4J 1C1;

SOLEMNLY DECLARE AND UNDERTAKE THAT:

1. 2064818 requires a list in the required format of the non-objecting beneficial owners of securities of Unique Broadband Systems, Inc. on whose behalf intermediaries hold securities (a NOBO list), as shown on the records of the intermediaries.

2. I undertake on behalf of 2064818 that the information set out in the NOBO list will be used only for the purpose of :

   (a) Sending securityholder materials to NOBOs in accordance with National Instrument 54-101:

   (b) An effort to influence the voting of securityholders of the reporting issuer;

   (c) An offer to acquire securities of the reporting issuer; or

   (d) Any other matter relating to the affairs of the reporting issuer.

3. I undertake on behalf of 2064818 that, except as permitted under National Instrument 54-101, the NOBO list will not be used to send securityholder materials to those NOBOs that are identified on the NOBO list as having chosen not to receive the materials, and that the materials sent shall include the following statement:

   > These securityholder materials are being sent to both registered and non-registered owners of the securities. If you are a non-registered owner and the issuer or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf.

4. I acknowledge in my capacity as a director of 2064818 that I am aware that it is an offence to use a NOBO list for purposes other than in connection with:

   (a) Sending securityholder materials to NOBOs in accordance with National Instrument 54-101;

   (b) An effort to influence the voting of securityholders of the reporting issuer;

   (c) An offer to acquire securities of the reporting issuer; or

   (d) Any other matter relating to the affairs of the reporting issuer.

[Signature page follows]

2064818 ONTARIO INC.

Alex Dolgonos
Director

Date: January 18, 2012

THIS IS EXHIBIT "M" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012

A COMMISSIONER FOR TAKING OATHS

February 6, 2012

Bryce A. Kraeker
Direct 519-575-7545
Direct Fax 519-571-5045
bryce.kraeker@gowlings.com

VIA EMAIL

Ontario Securities Commission
20 Queen Street West, Suite 1903
Toronto, ON M5H 3S8

Dear Sirs/Mesdames:

Re: Partial take-over bid to purchase up to 10,000,000 common shares of Unique Broadband Systems Inc. by 2064818 Ontario Inc.

INTRODUCTION

We are counsel to Unique Broadband Systems Inc. ("**UBS**"). The purpose of this letter is to set out, and provide an analysis of, numerous apparent breaches of the *Securities Act* (Ontario) (the "**Securities Act**") by Mr. Alex Dolgonos, either directly or indirectly through his affiliates[1] (collectively, "**Dologonos**"), leading up to and in connection with his partial take-over bid (the "**Partial Bid**") for up to 10,000,000 common shares of UBS.[2]

We submit that these apparent breaches:

- have materially prejudiced, and continue to materially prejudice, the interests of the other shareholders of UBS,
- have the potential to materially prejudice the interests of the other shareholders of Look Communications Inc. ("**Look**"), a reporting issuer in Ontario and certain other provinces in which UBS holds an approximately 39% economic interest, and

[1] We understand that Dolgonos' UBS securities (other than the stock options held directly by Mr. Dolgonos) are held through the following entities: 2064818 Ontario Inc.; Alex Dolgonos Spousal Trust; DOL Technologies Inc. and 6138241 Canada Inc.

[2] As a director of 2064818 Ontario Inc. (the offeror under the Partial Bid), Dr. Eric Rouah may also have responsibility for any potential breaches of the Securities Act to the extent that he authorized, permitted or acquiesced in the relevant actions or events.

- are contrary to the public interest and, if not appropriately addressed, will undermine the integrity of the Ontario capital markets.[3]

This letter is organized as follows:

- First, we provide some very brief background to the Partial Bid.
- Second, we discuss certain apparent breaches of the Securities Act between December 23, 2011 (the date that Dolgonos commenced purchasing shares of UBS in anticipation of the Partial Bid) and January 18, 2012 (the date that Dolgonos publicly announced his intention to make the Partial Bid).
- Third, we discuss certain apparent breaches of the Securities Act between January 18, 2012 and February 1, 2012 (the date that Dolgonos formally commenced the Partial Bid).
- Fourth, we discuss further potential breaches of the Securities Act throughout the period from December 23, 2011 to February 1, 2012.
- Fifth, we briefly discuss the unique circumstances of UBS.

Accompanying this letter as Schedule "A" is a detailed chart that sets out the actions taken by or relating to Dolgonos that we believe are relevant to an analysis of the matters set out in this letter.

BACKGROUND

The Partial Bid arises in the context of a broader and lengthy dispute between:

- Dolgonos and certain other former directors and officers of UBS and Look, on the one hand, and
- UBS, Look and both companies' current directors and officers, on the other hand.

While the background to the broader dispute will likely be relevant in the context of any subsequent application by UBS to cease trade the Partial Bid (as discussed below), the focus of this letter is on the apparent breaches of the Securities Act leading up to and in the context of the Partial Bid.[4]

---

[3] This is not the first time that issues have arisen with respect to Dolgonos' compliance with Ontario securities laws. In 2002, cease trade orders were issued against Mr. Dolgonos and certain of his affiliates and associates (who were insiders of UBS at the time) as a result of, among other things, their failure to make timely and/or accurate insider reporting and failure to comply with the early warning reporting requirements in a manner that breached Ontario securities laws and was contrary to the public interest. See *Dolgonos (Re)* (2002), 25 O.S.C. Bull. 1519.

[4] At this time, it is sufficient to state that UBS believes that Dolgonos has a vested interest in gaining control of UBS and Look (*i.e.*, his interest in controlling, directly or indirectly, the various claims being asserted against him and his affiliates and to influence the CCAA proceedings for the purpose of resolving all such claims and proceedings in his favour) that directly conflicts with the interests of UBS, Look and their respective public shareholders (*i.e.*, their interest in pursuing

The following is a summary of the background information that we believe is necessary to put the apparent breaches of the Securities Act set out below into context.

- Based on Dolgonos own correspondence, it appears that Dolgonos first formed the intention to make a partial take-over bid for the shares of UBS, at the latest, in June 2011 when, on June 3, 2011, legal counsel for Dolgonos notified UBS that Dolgonos intended to make a partial take-over bid on or after July 6, 2011.[5] Furthermore, according to the take-over bid circular filed by Dolgonos in connection with the Partial Bid (see page 24),

  > On July 5, 2011, UBS made a filing under the Companies Creditors Arrangement Act (Canada) (the "CCAA"), causing Mr. Dolgonos to **delay** his proposed take-over bid. [emphasis added]

- Based on the foregoing, it appears that Dolgonos decided to make the partial bid in June 2011 (if not earlier), although intervening events apparently delayed the initiation of the bid.

- Dolgonos started purchasing additional shares of UBS on December 23, 2011 (which purchases continued until January 27, 2012). See Schedule "A" for the details of such purchases.

- Dolgonos publicly disclosed his intention to make the Partial Bid on January 18, 2012.

- Dolgonos formally commenced the Partial Bid on February 1, 2012.

In light of the foregoing circumstances, there are two periods during which Dolgonos was buying shares of UBS that appear to raise separate apparent breaches of the Securities Act: December 23, 2011 to January 18, 2012; and January 18, 2012 to February 1, 2012. In addition, there are certain further apparent breaches throughout the entire period (*i.e.*, December 23rd to February 1st).

PERIOD FROM DECEMBER 23, 2011 TO JANUARY 18, 2012

From February 15, 2008 until December 23, 2011 (close to four years), Dolgonos did not purchase any shares of UBS. Then:

- commencing on December 23rd (a mere 14 trading days before the public announcement of the Partial Bid) and

---

certain claims against Dolgonos in respect of the recovery or cancellation of certain amounts paid or alleged owing to Dolgonos and pursuing a plan of reorganization for UBS that is in the best interests of all of the creditors and shareholders of UBS).

5 As of June 3, 2011, we understand that Dolgonos beneficially owned approximately 20% of the shares of UBS, such that he was subject to the early warning regime in the Securities Act. Dolgonos had an early warning report on file dated August 7, 2009. That report indicated that Dolgonos' investment in UBS was for "investment purposes only". It would appear that, pursuant to Section 102.1(2)2 of the Securities Act, Dolgonos was required to issue a news release and file an updated report on or prior to June 3, 2011 when he formed the intention to make a partial bid on the basis that there was a change in a material fact in the existing report. No such news release or updated report was filed.

- continuing until January 18 (the very day that the Partial Bid was announced shortly after the close of the markets),

Dolgonos acquired approximately 825,000 shares of UBS. As these purchases were undertaken at a time when Dolgonos had an intention to make the Partial Bid – but when there was no disclosure in the market place of any such intention – there are three problems under the Securities Act with these trades.

Failure to Update Early Warning Report

As of December 23, 2011, Dolgonos' most recent early warning report was dated August 7, 2009 and indicated only that his investment in UBS was "for investment purposes only" and that he "may acquire additional securities or dispose of its beneficial ownership, control or direction over these securities as circumstances or market conditions warrant or arise". There was no disclosure as of December 23rd indicating that Dolgonos intended to make a take-over bid for the common shares of UBS. Notwithstanding this deficiency, Dolgonos began purchasing shares of UBS in advance of the Partial Bid. The counterparties to the trades with Dolgonos had no knowledge that Dolgonos' was purchasing shares of UBS with an intention to announce the Partial Bid a mere 14 trading days or less later. As such, rather than being a mere technical breach of a filing requirement, the potential failure of Dolgonos to comply with the requirements of Section 102.1(2)2 of the Securities Act could have undermined the fundamental protections that the early warning regime are designed to provide investors, resulting in shareholders of UBS selling their shares in circumstances where the public disclosure record was materially misleading.

Breach of Insider Reporting Requirements

Dolgonos failed to file insider reports for his purchases of UBS shares on December 23, December 28, December 29 and January 3, until January 13, 2012, nearly three weeks after the first purchase. The effect of the late filings was to extend the period of time during which Dolgonos was able to acquire shares of UBS to facilitate his Partial Bid and seek to acquire voting control of UBS without investors being aware of his purchases or his intentions.

Breach of Section 76(1) of the Securities Act

Section 76(1) of the Securities Act provides that:

> No person or company in a special relationship with a reporting issuer shall purchase or sell securities of the reporting issuer with the knowledge of a material fact or material change with respect to the reporting issuer that has not been generally disclosed.

To the extent that Dolgonos intended to make the Partial Bid at the time that he was undertaking these trades, (i) that intention[6] would appear to be a "material fact" relating to UBS, and (ii)

[6] As mentioned above, it is clear from the letter on June 3, 2011 from Dolgonos' counsel that Dolgonos had an intention to make a partial bid and there is nothing in the period between June and December 2011 to suggest that Dolgonos abandoned such an intention – to the contrary, the disclosure in his own take-over bid circular indicates that he was merely "delay[ed]" in making the Partial Bid. Even if one were to entertain the possibility that Dolgonos formed the

Dolgonos was at the relevant time (and continues to be) a "person or company in a special relationship with a reporting issuer" by virtue of Section 76(5)(a)(i) of the Securities Act. As such, these purchases potentially involved breaches of the insider trading prohibition in the Securities Act.

Conclusion

In summary, we believe it is clear that Dolgonos' purchases of common shares during the period from December 23rd to January 18th were part of a broader plan to gain effective control of UBS. However, the manner in which Dolgonos implemented that plan involved numerous apparent breaches of the Securities Act. These were not merely technical breaches that did not have a practical impact on the interests of shareholders. To the contrary, they had a real and material adverse impact on the rights of all of UBS' shareholders given that certain of those shareholders actually engaged in trades of common shares with Dolgonos and all shareholders were denied the protections that applicable securities laws are intended to provide in the context of an insider attempting to increase his effective control of a reporting issuer. As such, these breaches are clearly contrary to the public interest.

PERIOD FROM JANUARY 18, 2012 TO FEBRUARY 1, 2012

The analysis for the period from January 18, 2012 (the date that Dolgonos announced his intention to make the Partial Bid) until the commencement of the Partial Bid on February 1, 2012 is very straightforward. Section 93.1(1) of the Securities Act provides:

> An offeror shall not offer to acquire, or make or enter into an agreement, commitment or understanding to acquire beneficial ownership of any securities of the class that are subject to a formal take-over bid or securities convertible into securities of that class otherwise than under the bid on and from the day of the announcement of the offeror's intention to make the bid until the expiry of the bid.

This provision is clear and unequivocal and none of the exemptions from the provision are relevant in this context. Notwithstanding the provision, Dolgonos purchased over 1,000,000 common shares of UBS after the announcement of his intention to make the Partial Bid and before the commencement of the Partial Bid. We respectfully submit that these purchases constitute a clear breach of the Securities Act, were materially prejudicial to UBS's shareholders and were contrary to the public interest.

COMBINED PERIOD FROM DECEMBER 23, 2011 TO FEBRUARY 1, 2012

In light of the above-noted apparent systemic non-compliance with applicable securities laws by Dolgonos in connection with the Partial Bid, UBS also has serious concerns that two other aspects of

---

intention to make the Partial Bid at some point after December 23rd, his purchases continued right until January 18, the very day that he disclosed his intention to make the Partial Bid. It appears clear that the purchases between December 23 and January 18th were part of an integrated plan connected to the Partial Bid (*i.e.*, to acquire additional shares of UBS to influence control over the company) and at some point between December 23 and January 18, Dolgonos failed to comply with both the early warning reporting and insider trading requirements.

the take-over bid regime in the Securities Act were not complied with: the pre-bid integration rules and normal course purchase exemption.

Potential Breach of the Pre-Bid Integration Rules

In essence, the pre-bid integration rules provide that if, within the period of 90 days immediately preceding a bid, an offeror acquired beneficial ownership of shares of the target in a transaction not generally available on identical terms to all shareholders, the offeror must offer consideration for shares deposited under the bid at least equal to the highest consideration that was paid under any such prior transaction, *and the offeror must offer to acquire under the bid that percentage of the shares that is at least equal to the highest percentage that the number of shares acquired from a seller in any such prior transaction was of the total number of shares owned by that seller.* There is an exemption from the pre-bid integration rules for market purchases provided that, among other things, "the offeror or any person or company acting for the offeror does not solicit or arrange for the solicitation of offers to sell securities of the class subject to the bid" and "the seller or any person or company acting for the seller does not, to the knowledge of the offeror, solicit or arrange for the solicitation of offers to buy securities of the class subject to the bid".

Given that that Dolgonos' purchases accounted for the majority of trading volume in the shares of UBS during the relevant time periods, we have concerns that the exemption from the pre-bid integration rules may not have been available for all of the trades. In that regard, we respectfully submit that Staff should request that Dolgonos, in addition to confirming compliance with the applicable provisions himself:

- Identify to Staff the broker or brokers involved in each of the trades between December 23rd and January 27th,
- Have such broker or brokers confirm in writing to Staff that, to the knowledge of the broker:
    - None of the trades were solicited by Dolgonos or any person or company acting for Dolgonos, including the broker, and no such persons or companies arranged for the solicitation of the trades, and
    - None of the sellers (or any person or company acting for a seller) solicited or arranged for the solicitation of offers to buy the shares of UBS subject to the trade.

We believe that, in the circumstances, this a reasonable request that imposes a very minimal burden on Dolgonos and the broker(s) if the purchases were made in compliance with the exemption from the pre-bid integration rules.

Potential Non-Compliance with the Normal Course Purchase Exemption

Each of the purchases by Dolgonos between December 23 and January 27 was a take-over bid for the purposes of the Securities Act (*i.e.*, because Dolgonos had beneficial ownership of in excess of 20% of the common shares) and, therefore, could only be undertaken by way of a formal bid or pursuant to an exemption. The exemption on which Dolgonos purports to have relied for these

purchases is the "normal course purchase" exemption. Among other conditions, this exemption requires that the value of the consideration paid for any shares acquired is not in excess of the market price at the date of acquisition, where "market price" means the price of the last standard trading unit of shares purchased, before the acquisition by the offeror, by a person or company that was not acting jointly or in concert with the offeror.

Once again, given that Dolgonos' purchases accounted for the majority of trading volume in the shares of UBS during the relevant time period, we have concerns that the normal course purchase exemption may not have been available for each of the trades. In that regard, we respectfully submit that Staff should request that Dolgonos, in addition to confirming compliance with the applicable provisions himself:

- Identify to Staff the broker or brokers involved in each of the trades between December 23rd and January 27th,
- Have such broker or brokers confirm in writing to Staff that:
    - At the time of each of the relevant trades, the broker was aware of the requirement to comply with the normal course purchase exemption, and
    - That each of the relevant trades did, in fact, comply with the exemption.

Once again, we believe that, in the circumstances, this a reasonable request that imposes a very minimal burden on Dolgonos and the broker(s) if the purchases were made in compliance with the normal course purchase exemption.

UBS'S UNIQUE CIRCUMSTANCES

The board of directors of UBS is committed to acting in the best interests of UBS and all of its shareholders. UBS in currently operating under the protection of the *Companies' Creditors Arrangement Act* ("**CCAA**"). UBS will be bringing a motion to the court supervising the CCAA proceedings seeking, *inter alia*, relief in connection with the Partial Bid. It is for this reason that UBS, for the time being, has made this submission in the form of a letter as opposed to a formal application to cease trade the Partial Bid.

UBS also understands that Look is considering what action, if any, it may take to address the Partial Bid given the impact of the Partial Bid on Look. However, the board of directors of Look is required to assess this matter from the perspective of the best interests of Look and, at this time, it is not yet clear if and to what extent that Look will seek to intervene in respect of the Partial Bid.

In the context of a "live bid", UBS understands that time is of the essence and is working diligently to determine its next steps as quickly as practicable. From a securities law perspective, these steps could include, among other things:

- An application to cease trade the Partial Bid on the basis of the matters discussed in this letter and/or the circumstances relating to the broader dispute between the parties.

- An application to compel Dolgonos to amend or supplement his take-over bid circular to comply with applicable securities laws.

In that regard, UBS will keep Staff updated on any material developments or decisions relating to the matters set out in this letter.

In the meantime, UBS respectfully submits that:

- Staff should endeavour to investigate the matters addressed in this letter, and

- If the relevant facts and evidence support the apparent breaches of the Securities Act set out above, we believe that this would be an appropriate case for Staff, on its own initiative, to bring before the Commission and seek an order cease trading the Partial Bid or such other appropriate remedy.

In this regard, UBS respectfully submits that Staff should intervene and take action in respect of the Partial Bid for the following reasons:

- The disregard shown by Dolgonos for the take-over bid regime in the Securities Act is contrary to the public interest. Compliance with the applicable rules isn't optional; rather, it is a requirement for the privilege of participating in Ontario's capital markets and Staff should act to enforce the "rules of the game", which are designed to protect investors and the integrity of the public markets.

- This is not a circumstance for overlooking "minor" infractions. Taken as a whole, the apparent breaches identified in this letter illustrate a deliberate lack of compliance designed to mislead the public markets. Dolgonos has already been sanctioned by the Commission for a failure to comply with the early warning requirements and insider reporting requirements – some of the same issues that are identified in this letter.

- As the Partial Bid is for less than 10% of the outstanding shares of UBS, it provides minimal opportunity for the shareholders of UBS, in the aggregate, to realize any meaningful premium for their shares and is inherently coercive. We would submit that in the circumstances, the protection of the integrity of the capital markets outweighs any premium that may be denied to shareholders as a result.

- Finally, to the extent that the Commission determines that the matters set out in this letter constitute breaches of the Securities Act, and considering the previous breaches of Ontario securities laws by Dolgonos, UBS believes that it would clearly be in the public interest for the Commission to prevent Dolgonos from gaining control over one, and possibly two, Ontario reporting issuers.

gowlings

Yours truly,

GOWLING LAFLEUR HENDERSON LLP

Bryce A. Kraeker
Partner

cc: Mark Wilson, Wildebeor Dellece, LLP
WAT_LAW\ 545060\1

Private & Confidential

SCHEDULE "A"

CHRONOLOGY OF CERTAIN ACTIVITIES RELATING TO THE PARTIAL BID

The following is a summary of certain activities involving Dolganos in connection with their investment in UBS leading up to and in connection with the Partial Bid. The summary is based on information that is publicly available to UBS:

Item	Transaction/Summary	Transaction Date	Opening Balance	Closing Balance	Possible Legal Requirement	Potential Compliance/ Non-Compliance	Activity
1.	Early warning report with respect to the conversion of 11,305,332 Class A non-voting shares into common shares[1]	August 7, 2009	N/A	24,071,927 (22.62%)[2][3]	Obligation to disclose securityholding percentage *(NI 62-103, s. 3.1)*	No disclosure of shares deemed to be beneficially owned upon the exercise of stock options[4]	Early warning report
2.	Dolgonos' counsel, Wildeboer Dellelce LLP, notifies UBS that Dolgonos may initiate a take-over bid on or after July 6, 2011.	June 3, 2011	-	-	Obligation to file a news release and early warning report with respect to a change in a material fact in the disclosure of Item 1 *(OSA, s. 102.1(2))*	No news release or early warning report filed in respect of this change in material fact until January 20, 2012	
3.	UBS commences proceedings under the *Companies' Creditors Arrangement Act* ("**CCAA**")[5]	July 5, 2011	-	-	N/A	N/A	

[1] This early warning report disclosed that "[t]he [The Dolgonos 2005 Family Trust], through [2064818 Ontario Inc.], holds the 20,159,755 common shares of the [Unique Broadband Systems, Inc.] for investment purposes only and may acquire additional securities or dispose of its beneficial ownership, control or direction over these securities as circumstances or market conditions warrant or arise. [Alex Dolgonos], as sole trustee of the [The Dolgonos 2005 Family Trust], retains voting control over the foregoing common shares."

[2] Figure includes the 3,666,667 common shares that Dolgonos was deemed to beneficially own upon the exercise of stock options.

[3] Dolgonos' early warning report reported ownership or control of 20,159,755 common shares while his SEDI report for the conversion of the Class A non-voting shares lists the closing balance as 20,405,263 common shares.

[4] At this time, Dolgonos controlled 4,000,000 stock options, 3,666,667 of which were exercisable for 3,666,667 common shares.

[5] In the take-over bid circular described in Item 27, Mr. Dolgonos discloses that UBS's CCAA proceeding caused him to "delay" his take-over bid.

Item	Transaction/Summary	Transaction Date	Opening Balance	Closing Balance	Possible Legal Requirement	Potential Compliance/ Non-Compliance	Activity
4.	Dolgonos requisitions a shareholder meeting for the purpose of initiating a rights offering	November 22, 2011	-	-	Possible obligation to file a news release and early warning report with respect to a change in a material fact in the disclosure of Item 1 *(OSA, s. 102.1(2))*	No news release or early warning report filed in respect of this change in material fact	
5.	UBS announces that Dolgonos' requisition is improper	December 12, 2011	-	-	N/A	N/A	News release
6.	Purchase of 91,000 common shares at a price of $0.03 per share	December 23, 2011	24,071,927 (22.62%)[2]	24,162,927 (22.71%)[2]	Obligation to file insider report within five days of trade *(OSA, s. 107(2) and NI 55-104, s. 2.2)* Obligation to not purchase securities with the knowledge of a material undisclosed fact *(OSA, s. 76)* Obligation to make take-over bid to all shareholders *(OSA, s. 94)*	Insider report not filed within the prescribed time. See Item 14 Intention to initiate a take-over bid had not been generally disclosed Unclear whether purchases were made at "market price"*(OSA, s. 100)*	Insider trade
7.	Purchase of 7,000 common shares at a price of $0.03 per share	December 23, 2011	24,162,927 (22.71%)[2]	24,169,927 (22.71%)[2]	See each issue in Item 6	See Item 6	Insider trade
8.	Purchase of 3,000 common shares at a price of $0.03 per share	December 28, 2011	24,169,927 (22.71%)[2]	24,172,927 (22.72%)[2]	See each issue in Item 6	See Item 6	Insider trade
9.	Purchase of 25,000 common shares at a price of $0.04 per share	December 28, 2011	24,172,927 (22.72%)[2]	24,197,927 (22.74%)[2]	See each issue in Item 6	See Item 6	Insider trade
10.	Purchase of 2,000 common shares at a price of $0.03 per share	December 29, 2011	24,197,927 (22.74%)[2]	24,199,927 (22.74%)[2]	See each issue in Item 6	See Item 6	Insider trade
11.	Purchase of 372,000 common shares at a price of $0.03 per share	January 3, 2012	24,199,927 (22.74%)[2]	24,571,927 (23.09%)[2]	See each issue in Item 6	See Item 6	Insider trade

Item	Transaction/Summary	Transaction Date	Opening Balance	Closing Balance	Possible Legal Requirement	Potential Compliance/ Non-Compliance	Activity
12.	Purchase of 200,000 common shares at a price of $0.04 per share	January 9, 2012	24,571,927 (23.09%)[2]	24,771,927 (23.28%)[2]	See each issue in Item 6	See Item 6, except insider report filed within prescribed time. See Item 14.	Insider trade
13.	Purchase of 1,000 common shares at a price of $0.04 per share	January 10, 2012	24,771,927 (23.28%)[2]	24,772,927 (23.28%)[2]	See each issue in Item 6	See Item 6, except insider report filed within prescribed time. See Item 14.	Insider trade
14.	Insider reports with respect to acquisitions of common shares between December 23 and January 9	January 13, 2012	N/A	N/A	Obligation to file insider report within five days of trade *(OSA ,s. 107(2) and NI 55-104, s. 2.2)*	Insider reports for trades in Items 6 through 11 not filed within the prescribed time	Insider report
15.	Purchase of 124,000 common shares at a price of $0.04 per share	January 18, 2012	24,772,927 (23.28%)[2]	24,896,927 (23.40%)[2]	See each issue in Item 6	See Item 6, except insider report filed within prescribed time.	Insider trade

Item	Transaction/Summary	Transaction Date	Opening Balance	Closing Balance	Possible Legal Requirement	Potential Compliance/ Non-Compliance	Activity
16.	Dolgonos announces (a) intention to make take-over bid for 10,000,000 common shares at $0.08 per share, and (b) control of 21,230,255 (20.66%) common shares	January 18, 2012	-	-	Obligation to disclose securityholding percentage *(NI 62-103, s. 3.1)* Obligation to immediately send copy to reporting issuer *(NI 62-103, s.2.2)* Obligation to file copy on SEDAR *(OSC Rule 62-504, s.7.1)*	No disclosure of shares deemed to be beneficially owned upon the exercise of stock options Not delivered to UBS until February 2, 2012 Not filed until February 1, 2012	News release
17.	Early warning report with respect to the January 18, 2012 news release	January 20, 2012	-	-	Obligation to disclose securityholding percentage *(NI 62-103, s. 3.1)* Obligation to immediately send copy to reporting issuer *(NI 62-103, s.2.2)*	No disclosure of shares deemed to be beneficially owned upon the exercise of stock options Not delivered to UBS until February 2, 2012	Early warning report
18.	Purchase of 340,000 common shares at a price of $0.07 per share	January 20, 2012	24,896,927 (23.40%)[2]	25,236,927 (23.72%)[2]	Prohibition on acquisition of securities subject to a formal bid *(OSA, s. 93.3)* Obligation to make take-over bid to all shareholders *(OSA, s. 94)*	No exemption from prohibition available Unclear whether purchases were made at "market price"*(OSA, s. 100)*	Insider trade
19.	Purchase of 299,000 common shares at a price of $0.06 per share	January 20, 2012	25,236,927 (23.72%)[2]	25,535,927 (24.00%)[2]	See each issue in Item 18	See Item 18	Insider trade
20.	Purchase of 1,000 common shares at a price of $0.05 per share	January 23, 2012	25,535,927 (24.00%)[2]	25,536,927 (24.00%)[2]	See each issue in Item 18	See Item 18	Insider trade
21.	Purchase of 3,000 common shares at a price of $0.06 per share	January 23, 2012	25,536,927 (24.00%)[2]	25,539,927 (24.00%)[2]	See each issue in Item 18	See Item 18	Insider trade
22.	Purchase of 81,000 common shares at a price of $0.07 per share	January 25, 2012	25,539,927 (24.00%)[2]	25,620,927 (24.08%)[2]	See each issue in Item 18	See Item 18	Insider trade

Item	Transaction/Summary	Transaction Date	Opening Balance	Closing Balance	Possible Legal Requirement	Potential Compliance/ Non-Compliance	Activity
23.	Purchase of 498,000 common shares at a price of $0.07 per share	January 26, 2012	25,620,927 (24.08%)[2]	26,118,927 (24.54%)[2]	See each issue in Item 18	See Item 18	Insider trade
24.	Purchase of 446,000 common shares at a price of $0.07 per share	January 27, 2012	26,118,927 (24.54%)[2]	26,564,927 (24.96%)[2]	See each issue in Item 18	See Item 18	Insider trade
25.	Dolgonos announces control over 22,898,255 (22.28%)[6] common shares and restates an intention to make a take-over bid	January 27, 2012	-	-	See each issue in Item 16	See Item 16	News release
26.	Early warning report with respect to the January 27, 2012 news release	January 31, 2012	-	-	See each issue in Item 17	See Item 17	Early warning report
27.	Take-over bid circular and related documents[7]	February 1, 2012	-	-	Obligation to offer to acquire at least the highest percentage of securities purchased from a seller within the previous 90 days	Unclear whether any of the purchases during the previous 90 days (a) were for more than 10% of the holder's shares, and (b) were solicited or otherwise arranged	Take-over bid documents

[6] The last insider trade report filed indicates that Alex Dolgonos has control over 22,898,260 (22.29%). The current SEDI report indicates that Alex Dolgonos has control over 22,898,263 common shares.

[7] The documents filed include, among others, the news release referred to in Item 26, the news release referred to in Item 16 and the early warning report referred to in Item 17. It is not clear why these documents were re-filed.

Private & Confidential

GENERAL INFORMATION

Alex Dolgonos' UBS securities are held through the following entities:

- 2064818 Ontario Inc.
- Alex Dolgonos Spousal Trust
- DOL Technologies Inc.
- 6138241 Canada Inc.

CURRENT SEDI REPORT[8]

Issuer Name: Unique Broadband Systems, Inc.

Insider Name: Dolgonos, Alex

Insider Relationship: 3 - 10% Security Holder of Issuer

Ceased to be Insider: Not Applicable

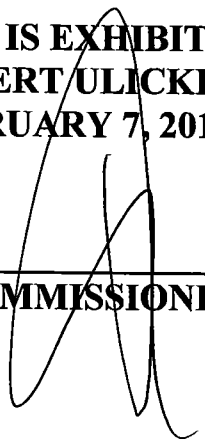
Date of Last Reported Transaction (YYYY-MM-DD)	Security Designation	Registered Holder	Closing Balance	Insider's calculated balance
2007-12-14	Common Shares	-	0	-
2012-01-27	Common Shares	2064818 Ontario Inc.	22,898,263	-
2003-07-16	Common Shares	Alex Dolgonos Spousal Trust	27,500	-
2009-08-07	Non-Voting Shares Class A	2064818 Ontario Inc.	0	-
2009-08-31	Options (Common Shares)	-	2,000,000	2,000,000
2009-08-31	Options (Common Shares)	DOL Technologies Inc.	2,000,000	2,000,000

[8] The SEDI report does not appear to reflect the holdings of 6138241 Canada Inc. The news release dated January 27, 2012 indicated that (a) 2064818 Ontario Inc. owns 14,398,255 UBS shares representing approximately 14.01% of the total outstanding UBS shares, and (b) an affiliate of 2064818 Ontario Inc., 6138241 Canada Inc., owns 8,500,000 UBS shares, representing approximately 8.27% of the total outstanding UBS shares.

TSX TRADING VOLUME – DECEMBER 23, 2011 TO JANUARY 31, 2011

Date		Volume		Purchased by Dolgonos
01/31/2012	-	1,100	-	N/A
01/30/2012	-	158,300	-	N/A
01/27/2012	-	453,060	-	446,000
01/26/2012	-	499,500	-	498,000
01/25/2012	-	170,900	-	81,000
01/24/2012	-	14,000	-	N/A
01/23/2012	-	31,600	-	4,000
01/20/2012	-	674,900	-	340,000
01/19/2012	-	20,200	-	N/A
01/18/2012	-	304,600	-	124,000
01/17/2012	-	42,300	-	N/A
01/16/2012	-	8,500	-	N/A
01/13/2012	-	3,700	-	N/A
01/12/2012	-	975	-	N/A
01/11/2012	-	1,650	-	N/A
01/10/2012	-	2,200	-	1,000
01/09/2012	-	200,500	-	200,000
01/06/2012	-	5,300	-	N/A
01/05/2012	-	20,447	-	N/A
01/04/2012	-	1,000	-	N/A
01/03/2012	-	484,550	-	372,000
12/30/2011	-	13,900	-	N/A
12/29/2011	-	22,800	-	2,000
12/28/2011	-	29,450	-	28,000
12/23/2011	-	1,074,645	-	98,000

THIS IS EXHIBIT "N" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012



A COMMISSIONER FOR TAKING OATHS

3 February, 2012

Via Facsimile

E. Patrick Shea
Direct (416) 369-7399
patrick.shea@gowlings.com

Roy Elliott O'Connor LLP
Barristers
200 Front Street West, 23rd Floor
P.O. Box #45
Toronto, ON M5V 3K2

Attention: Peter L. Roy

Dear Mr. Roy:

Re: Unique Broadband Systems Inc. ("UBS")
Court File No. CV-11-9283-00CL

We are in receipt of the circular and related documents delivered to UBS shareholders in respect of the partial take-over bid (the "**Dolgonos Partial Bid**") being made by 2064818 Ontario ("**206 Ontario**"). We note that:

(a) in the press release dated 1 February 2012 issued in connection with the Dolgonos Partial Bid, Mr. Dolgonos expresses his concern that UBS "is on the wrong course"; and

(b) at page 24 of its bid circular, 206 Ontario advises shareholders that the ultimate purpose of the Dolgonos Partial Bid is intended to replace the UBS board and "preserve the remaining value of UBS, including its cash resources and investment in Look".

UBS commenced proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA**") with the express intention of preserving value for UBS's stakeholders and, *inter alia*, determining the claims against the company, including the claim being asserted by Mr. Dolgonos' company DOL Technologies Inc. ("**DOL**"). Since that time, UBS has, with DOL's consent, put in place a process to determine the claims against the company -- including the claims being asserted by DOL -- and 206 Ontario, DOL and Mr. Dolgonos have participated in the CCAA process generally and the claims process in particular. UBS is not aware of any specific concerns being expressed by Mr. Dolgonos to the Court or the monitor with respect to the CCAA proceedings generally or the claims process, or any opposition being taken with respect to the course which UBS is on in the CCAA process.

We would ask that you advise, in writing, of:

(a) the specific issues that Mr. Dolgonos has with respect to the course being taken by UBS, and what Mr. Dolgonos proposes by way of an alternative course for UBS to address those concerns; and

(b) how, in the context of the CCAA proceedings and the on-going claims process in the CCAA proceedings or otherwise, Mr. Dolgonos intends to preserve value for UBS's stakeholders while still having the issues with the claims being asserted by DOL and Jolian Investments Inc. ("**Jolian**") determined on their merits.

Given the tight time-frame within which we must operate, we request your response before the close of business on 6 February 2012.

We believe that the Dolgonos Partial Bid, and the subsequent change in the UBS board contemplated by Mr. Dolgonos, is an interference with UBS's business and will alter the *status quo* in the CCAA proceedings for the benefit of your clients and at the expense of the other UBS stakeholders. UBS intends to take steps to ensure that your clients do not continue to interfere or alter the *status quo* to favour their own interests. The primary focus of all concerned, from UBS's perspective, should be the determination of the disputed DOL and Jolian claims on their merits in the most efficient and cost-effective manner. The Dolgonos Partial Bid does not advance this objective and any concerns your client has should be addressed with UBS and/or the monitor within the CCAA proceedings. The costs that will be incurred by UBS in responding to the Dolgonos Partial Bid and any attempt to change the UBS board are, in the circumstances, unwarranted.

In closing, we wish to ensure that it is clear to you and your clients that UBS would welcome any input that 206 Ontario or Mr. Dolgonos might have in what UBS could do to preserve the value of its assets while, at the same time, ensuring that the claims being asserted by DOL and Jolian are determined on their merits. UBS is willing to meet with Mr. Dolgonos at any time to discuss any concerns he might have with respect to the CCAA process or the process for determining the claims filed against UBS. We would also welcome Mr. Dolgonos meeting with the monitor to raise any concerns he might have with the current process or any suggestions that he might have to preserve the value of UBS for all of the company's stakeholders. The monitor is, as you know, a neutral party and will be able to bring any concerns or suggestions Mr. Dolgonos might have to the attention of UBS and, if necessary, the Court.

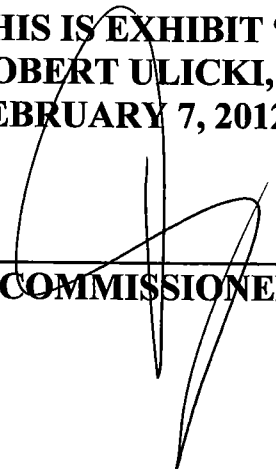
We look forward to your immediate response.

Sincerely,

GOWLING LAFLEUR HENDERSON LLP

E. Patrick Shea
EPS:fs
cc: client
Monitor
TOR_LAW\ 7838893\2

THIS IS EXHIBIT "O" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012



A COMMISSIONER FOR TAKING OATHS

REO*Law*
Roy•Elliott•O'Connor LLP
Barristers

Peter L. Roy
Certified by the Law Society as a
Specialist in Civil Litigation
Direct Line 416-350-2488
plr@reolaw.ca

February 6, 2012

Our File No. 11-0037

VIA EMAIL (patrick.shea@gowlings.com)

Mr. Patrick Shea
Gowling Lafleur Henderson LLP
1 First Canadian Place
100 King Street West, Suite 1600
Toronto, Ontario
M5X 1G5

Dear Mr. Shea:

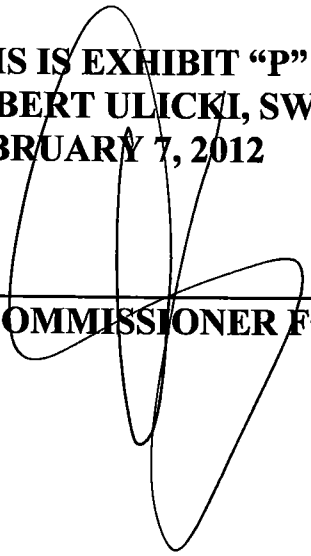
Re: Unique Broadband Systems Inc. ("UBS")
Court File No. CV-11-9283-00CL

Our clients are aware of their legal obligations and will conduct themselves in accordance with the law.

Yours truly,

Peter L. Roy
PLR/lc

THIS IS EXHIBIT "P" TO THE AFFIDAVIT OF ROBERT ULICKI, SWORN BEFORE ME ON FEBRUARY 7, 2012



A COMMISSIONER FOR TAKING OATHS

CITATION: Unique Broadband Systems (Re), 2011 ONSC 224
COURT FILE NO.: CV-11-9283-00CL
DATE: 2012-01-25

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED and IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIQUE BROADBAND SYSTEMS, INC.

BEFORE: Wilton-Siegel J.

COUNSEL: *Peter Roy* and *Sean Grayson*, for the Applicant, 2064818 Ontario Inc.

E. Patrick Shea, for the Applicant, Unique Broadband Systems, Inc.

Peter C. Wardle, for the UBS Directors, Grant McCutcheon, Henry Eaton and Robert Ulicki

Matthew P. Gottlieb, for the Monitor, Duff & Phelps Canada Restructuring Inc.

Raj Sahni, for Jolian Investments Inc., in its capacity as a creditor

HEARD: December 20, 2011

ENDORSEMENT

[1] 2064818 Ontario Inc. ("206") seeks an order pursuant to ss. 11.5(1) and (2) of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA") removing Grant McCutcheon ("McCutcheon") and Henry Eaton ("Eaton") as directors of Unique Broadband Systems, Inc. ("UBS"). UBS seeks an amendment to the initial order under the CCAA dated July 5, 2011 (the "Initial Order") granting protection to UBS that would extend the stay thereunder to include a stay of an oppression action against the UBS directors commenced by 206 on December 22, 2010 (the "Oppression Action"). I will deal with each matter in turn after briefly setting out the background.

Background

The Parties

[2] UBS is a public corporation incorporated in Ontario under the *Business Corporations Act*, R.S.O. 1990, c. B16 (the "OBCA").

[3] LOOK Communications Inc. ("Look") is a public corporation incorporated under the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 (the "CBCA").

[4] UBS owns shares in Look carrying 39.2% of the equity and 37.6% of the votes. UBS also provides management services to Look pursuant to a management services agreement described below.

[5] 206 is a corporation controlled by Alex Dolgonos ("Dolgonos"). 206 is a substantial shareholder of UBS holding slightly less than 20% of the outstanding shares of UBS. Dolgonos also owns all of the outstanding shares of DOL Technologies Inc. ("DOL"), a private corporation incorporated under the OBCA.

The Election of the UBS Directors

[6] Each of the current UBS directors, being McCutcheon, Eaton and Robert Ulicki ("Ulicki") (collectively, the "UBS Directors"), was elected to the UBS board of directors at a special meeting of the shareholders held on July 5, 2010 to replace the former directors, being McGocy, Douglas Reesan and Louis Mitrovich, pursuant to s. 122 of the OBCA. The election of these directors was the subject of a proxy contest between the existing management and the shareholders who supported the UBS Directors.

[7] On July 6, 2010, UBS advised Look that it had the support of shareholders of Look possessing sufficient votes to effect a change of control of the board of directors of Look. UBS requested that the then-current board of Look resign and appoint a replacement slate of directors proposed by UBS, which included the UBS Directors, Laurence Silber ("Silber") and David Rattee ("Rattee"), without calling a special meeting of shareholders.

[8] On July 20, 2010, all five Look directors resigned and McCutcheon, Eaton and Ulicki were appointed directors of Look. On July 21, 2010, McCutcheon was also appointed the chief executive officer of Look, replacing McGocy who had previously served in that position pursuant to the provisions of a management services agreement between UBS and Look, described below. Silber and Rattee were subsequently elected directors of Look on July 27, 2010. Ulicki resigned from the board of directors on October 19, 2010, with the result that there are currently four directors of Look.

[9] The UBS Directors were re-elected at the annual general meeting of UBS shareholders on February 25, 2011. 206 opposed the current slate of directors and proposed its own slate, which included the two directors it seeks on this motion to have installed as directors in place of McCutcheon and Eaton.

The Current Litigation

[10] UBS had previously retained DOL pursuant to an agreement dated July 12, 2008 (the "DOL Technology Agreement") to provide the services of Dolgonos as a "chief technology officer" to UBS. The DOL Technology Agreement was terminated by DOL after the election of the UBS Directors based on "change of control" provisions in the Agreement. DOL then commenced an action against UBS claiming amounts totalling approximately $8.6 million. This action is being defended by UBS, which asserts that the largest component of the DOL claim is

not payable pursuant to the terms of the DOL Technology Agreement. UBS has also counterclaimed to set aside the DOL Technology Agreement.

[11] UBS had also previously retained Jolian Investments Inc., a corporation controlled by Gerald McGoey ("McGoey"), to provide his services as chief executive officer of UBS pursuant to an agreement dated January 1, 2006 (the "Jolian Agreement"). The Jolian Agreement was also terminated by Jolian after the election of the UBS Directors based both on the failure to elect McGoey to the UBS board and on "change of control" provisions in the Agreement. Jolian then commenced an action against UBS claiming amounts totalling approximately $7.5 million. This action is also being defended by UBS, which asserts that the largest component of the Jolian claim is also not payable pursuant to the terms of the Jolian Agreement. UBS has also counterclaimed to set aside the Jolian Agreement. On July 5, 2010, McCutcheon was appointed the chief executive officer of Look to replace McGoey.

[12] In the DOL action and the Jolian action, DOL, Dolgonos, Jolian and McGoey brought motions seeking confirmation of their right to an advancement of funds in respect of the legal costs of pursuing their respective claims and defending the UBS counterclaims against them. UBS resisted such relief and sought an order requiring the parties to return certain retainers previously advanced by UBS to counsel for such parties. By order dated April 11, 2011, Marrocco J. held that these parties were entitled to an advancement of funds as more particularly specified therein. UBS has appealed this order to the Court of Appeal and, pending the hearing of such appeal, has refused to advance or pay any of the amounts addressed in the order of Marrocco J.

[13] In addition, on July 6, 2010, Look also commenced an action against Dolgonos, DOL, McGoey and Jolian, among others, seeking damages based on allegations of breach of fiduciary duty and negligence. The action relates to certain restructuring awards paid by Look in 2009, for which Look seeks recovery.

The Oppression Action

[14] On December 22, 2010, DOL commenced the Oppression Action against both UBS and the UBS Directors. At the hearing of this motion, 206 advised that it is not pursuing the claims against UBS. The statement of claim in the Oppression Action seeks nine separate heads of relief against the UBS Directors in addition to interest and costs.

[15] The Oppression Action centres on two principal allegations. First, it is alleged the UBS Directors acted oppressively in approving a settlement between UBS and Look that was made pursuant to an agreement dated December 3, 2010 (the "Amending Agreement"), that amended a management services agreement dated May 19, 2004 between UBS and Look (collectively, with the Amending Agreement, the "Look MSA"). Second, it is alleged that, by failing to re-elect McGoey to the UBS board of directors on July 5, 2011, the UBS Directors intentionally triggered certain provisions of the Jolian Agreement, giving rise to a right in favour of Jolian to terminate the Agreement. It is alleged that these actions of the UBS Directors exposed UBS to the consequences of the default. 206 also alleges that the UBS Directors acted improperly in

defending the DOL claim described above. More generally, 206 alleges that the UBS Directors have depleted the funds of UBS by these actions contrary to their announced intention at the time of the proxy fight in July 2010 to minimize UBS' expenses and conserve its funds.

[16] 206 seeks damages for oppressive behavior against the UBS Directors in the amount of any loss suffered as a result of execution of the Amending Agreement and in the amount of any payment required to be made to Jolian under the Jolian Agreement. It also seeks declarations that the UBS Directors had a conflict of interest in respect of the execution of the Amending Agreement and have preferred the Look shareholders over the UBS shareholders. On these grounds, 206 further seeks an order removing the UBS Directors from the UBS board.

The CCAA Proceedings

[17] UBS is insolvent. It obtained protection under the CCAA pursuant to the Initial Order. Duff & Phelps Canada Restructuring Inc. (the "Monitor") has been appointed the monitor in the CCAA proceedings. Under the Initial Order, the Oppression Claim is currently stayed against UBS but not against the UBS Directors.

[18] Pursuant to an order dated August 4, 2011, the court approved a claims process in respect of claims against UBS. In accordance with this order, 206 filed a proof of claim in an amount "to be determined" that specifically referred to, and attached, the statement of claim in the Oppression Action.

[19] The largest claims filed in the claims process are: the DOL and Jolian claims described above; a contingent claim by Look for the remainder of the monies due to it under the Amending Agreement, which will expire in June 2012 provided UBS continues to provide services to Look in accordance with the terms of the Look MSA; and the 206 claim in respect of the Oppression Action. Each of the UBS Directors also filed contingent claims respecting indemnification of legal fees that may be incurred in defending the Oppression Action, based on indemnities dated July 5, 2010 granted to them by UBS.

[20] 206 took the position that McCutcheon and Eaton should not review any of the claims filed against UBS in the claims process by virtue of the alleged conflict of interest addressed below. While UBS disputes the existence of such a conflict of interest, these directors did not participate in the UBS review of the claims filed with it, which were therefore reviewed by Ulicki alone together with legal counsel. The UBS position regarding each of these claims was provided to the Monitor by letter dated December 9, 2011.

The Oppression Claim

[21] UBS seeks to have the court exercise its authority under s. 11.03(1) of the CCAA to extend the stay of proceedings in the Initial Order to include the Oppression Action in respect of the UBS Directors. It seeks to have the Oppression Action determined in its entirety in the CCAA proceedings.

[22] UBS makes several arguments in support of this relief. Among others, it submits that the requested relief will further the purposes of the CCAA by allowing the directors to focus on the restructuring rather than diverting their time and effort to other litigation. 206 says that this argument is of no force if the court finds that McCutcheon and Eaton are conflicted and grants its motion to replace them. Given the determination below on 206's motion, I accept this argument of UBS.

[23] In addition to the forgoing reason for extending the stay, there are three other considerations that also support such an order.

[24] First, unless and until a court determines that the UBS Directors are not entitled to indemnification by UBS in respect of the claims made against them in the Oppression Action, the UBS Directors have claims against UBS in the CCAA proceedings arising out of the Oppression Action that must be addressed in the restructuring. As a result, the restructuring cannot proceed until the Oppression Action and related indemnification claims are determined.

[25] Second, the Jolian claim against UBS is already proceeding in the CCAA proceedings. Given the similarity in the factual matrix between the claims in the Jolian action and the Oppression Action, any determination in the Jolian action will also likely apply to the claims and defences in the Oppression Action. Accordingly, the Oppression Action must proceed within the CCAA proceedings to avoid the possibility of both a multiplicity of actions and potentially conflicting decisions.

[26] Lastly, I note that there is no suggestion of any material prejudice to 206 if the determination of the Oppression Action also proceeds within the CCAA proceedings.

[27] Based on the foregoing considerations, the UBS motion to extend the stay in the Initial Order is granted.

Removal Motion

[28] I propose to first address the applicable law in respect of this motion before considering the specific issue in this proceeding.

Applicable Law

[29] Section 11.5 of the CCAA provides as follows:

> (1) The court may, on the application of any person interested in the matter, make an order removing from office any director of a debtor company in respect of which an order has been made under this Act if the court is satisfied that the director is unreasonably impairing or is likely to unreasonably impair the possibility of a viable compromise or arrangement being made in respect of the company or is acting or is likely to act inappropriately as a director in the circumstances.

(2) The court may, by order, fill any vacancy created under subsection (1).

[30] Accordingly, to succeed on this motion, 206 must demonstrate that the actions of McCutcheon and Eaton, or their positions as directors of both UBS and Look, are such that either (1) they are unreasonably impairing or are likely to impair the possibility of a viable restructuring; or (2) they are acting or are likely to act improperly as directors. Further, it should be noted that any such order, while it requires such a finding, remains subject to the discretion of the court.

[31] 206 does not propose a particular standard applicable to a determination under s. 11.5, apart from stating that the CCAA is remedial legislation and should therefore be construed liberally in accordance with the modern purposive approach to statutory interpretation. I understand this to mean that 206 would interpret s. 11.5(1) to establish a low threshold for entitlement to relief thereunder. UBS submits that there must be a "clear demonstration" of facts supporting a determination under s. 11.5, which appears directed more toward the standard of proof required than the nature of the threshold established under s. 11.5(1).

[32] There is nothing in the wording of s. 11.5 that displaces the ordinary standard of proof on a balance of probabilities. However, the language of s. 11.5(1) does establish a significant threshold for the entitlement to relief thereunder.

[33] A determination as to whether conduct is impairing, or is likely to impair, a restructuring requires a careful examination of the actions of the directors in the context of the particular restructuring proceedings, the interests of the stakeholders and the feasible options available to the debtor. A similar examination of the actions of the directors is required for a determination that a director has acted inappropriately in the circumstances of a particular restructuring. I note, in particular, that given this language, the fact that a shareholder or creditor may not agree with a decision of a director is far from being a sufficient ground for the director's removal. As a related matter, there is nothing in s. 11.5 that evidences an intention to displace the "business judgment rule".

[34] Further, the language of s. 11.5 expressly requires that the actions of a director "unreasonably" impair, or are likely to "unreasonably" impair, a viable restructuring or are "inappropriate", or are likely to be "inappropriate", in the circumstances.

[35] In addition, two other considerations also argue in favour of a significant threshold, although they may also be relevant to a determination regarding the exercise of judicial discretion where the necessary factual determinations have been made.

[36] First, removing and replacing directors of a corporation, even a debtor corporation subject to the CCAA, is an extreme form of judicial intervention in the business and affairs of the corporation. The shareholders have elected the directors and remain entitled to bring their own action to remove or replace directors under the applicable corporate legislation. At a minimum, in determining whether it should exercise its discretion, the court can take into consideration the absence of any such action by the other shareholders.

[37] Similarly, in a CCAA restructuring, the Monitor performs a supervisory function that provides a form of protection to the corporation's stakeholders. In determining whether to exercise its discretion in s. 11.5(1), a court would ordinarily take into consideration the presence or absence of any recommendation from the Monitor.

Analysis and Conclusions

Positions of the Parties

[38] 206 asserts that McCutcheon and Eaton have a conflict of interest as directors of both UBS and Look which prevents them from fulfilling their responsibilities as directors in the restructuring and justifies an order under s. 11.5 of the CCAA.

[39] 206 has advised the court that it does not allege a monetary conflict based on a larger personal economic interest in Look than in UBS. Instead, 206 alleges that McCutcheon and Eaton are conflicted by virtue of their concurrent positions as directors of both UBS and Look. 206 says that, as a result, these directors can have no role in the UBS CCAA proceedings and should be removed.

[40] UBS takes the position that these directors are not conflicted and are not prevented from participating in any aspect of the CCAA proceedings except for (1) the determination of the Look contingent claim; and (2) the determination of their individual contingent claims for indemnification. It says that, as a result of the position taken by 206 regarding the review of the claims filed under the CCAA proceedings, McCutcheon and Eaton voluntarily did not participate in the UBS review of these claims. However, they intend to be involved on a going-forward basis after determination of this motion, subject to the exceptions described above.

Analysis and Conclusions

[41] For the purposes of this motion, I accept the premise of 206's argument — that the presence of a conflict of interest may prevent directors from fulfilling their responsibilities in a CCAA proceeding to the extent that their continued involvement unreasonably impairs, or is likely to unreasonably impair, the possibility of a viable compromise or arrangement being made in respect of the insolvent company. I also accept that McCutcheon and Eaton have a conflict of interest as directors of both Look and UBS that prevents them from acting in respect of any matter within the CCAA proceedings that pertains to the relationship between the two corporations.

[42] However, such a conflict of interest is not, by itself, sufficient to satisfy the requirements of s. 11.5. Courts have long recognized that interlocking directorships are acceptable, often inevitable or necessary, in the corporate context. Further, the Court of Appeal expressly recognized that "a reasonable apprehension that directors may not act neutrally because they are aligned with a particular group of shareholders or stakeholders" is insufficient for removal of directors: see *Stelco Inc. (Re)*, [2005] O.J. No. 1171 (C.A.), at para. 76. Instead, courts recognize that conflicts of interest may exist that are to be dealt with in accordance with applicable fiduciary law principles. There is nothing in s. 11.5 that evidences an intention to alter the

general rule, stated by Blair J.A. in *Stelco*, at paras. 74-76, that apprehension of bias is insufficient, on its own, to remove a director.

[43] More generally, as Blair J.A. made clear in *Stelco*, at paras. 74-76, directors will only be removed if their conduct, rather than the mere existence of a conflict of interest, justifies such a sanction:

> In my view, the administrative law notion of apprehension of bias is foreign to the principles that govern the election, appointment and removal of directors, and to corporate governance considerations in general. Apprehension of bias is a concept that ordinarily applies to those who preside over judicial or quasi-judicial decision-making bodies, such as courts, administrative tribunals or arbitration boards. Its application is inapposite in the business decision-making context of corporate law. There is nothing in the CBCA or other corporate legislation that envisages the screening of directors in advance for their ability to act neutrally, in the best interests of the corporation, as a prerequisite for appointment.
>
> Instead, the conduct of directors is governed by their common law and statutory obligations to act honestly and in good faith with a view to the best interests of the corporation, and to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances (CBCA, s. 122(1)(a) and (b)). The directors also have fiduciary obligations to the corporation, and they are liable to oppression remedy proceedings in appropriate circumstances. These remedies are available to aggrieved complainants -- including the respondents in this case -- but they depend for their applicability on the director having engaged in conduct justifying the imposition of a remedy.
>
> If the respondents are correct, and reasonable apprehension that directors may not act neutrally because they are aligned with a particular group of shareholders or stakeholders is sufficient for removal, all nominee directors in Canadian corporations, and all management directors, would automatically be disqualified from serving. No one suggests this should be the case. Moreover, as Iacobucci J. noted in *Blair* v. *Consolidated Enfield Corp.*, [1995] 4 S.C.R. 5, (S.C.C.) at para. 35, "persons are assumed to act in good faith unless proven otherwise". With respect, the motion judge approached the circumstances before him from exactly the opposite direction. It is commonplace in corporate/commercial affairs that there are connections between directors and various stakeholders and that conflicts will exist from time to time. Even where there are conflicts of interest, however, directors are not removed from the board of directors, they are simply obliged to disclose the conflict and, in appropriate cases, to abstain from voting. The issue to be determined is not whether there is a connection between a director and other shareholders or stakeholders, but rather whether there has been some conduct on the part of the director that will justify the imposition of a corrective sanction. An apprehension of bias approach does not fit this sort of analysis.

[44] Accordingly, on this motion, 206 must demonstrate either (1) that McCutcheon and Eaton have breached their duties as directors in respect of the conflict that exists in a manner that constitutes acting inappropriately in the circumstances; or (2) that the existence of such conflict of interest prevents them from acting as directors of UBS in a meaningful manner in the restructuring such that they are unreasonably impairing the possibility of a viable restructuring.

[45] I am not persuaded that the fact that McCutcheon and Eaton are directors of both UBS and Look justifies an order replacing them as directors of UBS under s. 11.5 of the CCAA on either ground. I reach this conclusion for the following reasons.

[46] First, the evidence does not disclose that this conflict of interest has prevented the UBS board from functioning. Prior to the CCAA proceeding, the Amending Agreement was negotiated between Rattee, on behalf of Look, and Ulicki on behalf of UBS with the benefit of legal counsel. 206 may object to the result on the basis that the agreement was not in the best interests of UBS. However, that is a matter to be addressed in the Oppression Action. It cannot be said that the fact that the other two directors were unable to participate in the decision prevented the negotiations between UBS and Look from proceeding to a conclusion or would have resulted in a different agreement.

[47] Moreover, it should be noted that the Amending Agreement was negotiated and signed before the CCAA proceedings began. In the current proceeding, the only issue that is relevant to the progress of a restructuring of UBS in which the two directors have a conflict of interest is the Look contingent claim. Apart from their individual indemnification claims, there is nothing that prevents these directors from acting in respect of all other aspects of the CCAA proceedings. The fact that they have not done so to date is attributable not to any legal impediment but to the position taken by 206, which cannot survive the order giving effect to these Reasons.

[48] Second, I am not persuaded that the record demonstrates a preference by these directors for the shareholders of Look over the shareholders of UBS. I will first address three specific matters raised by 206 as evidence of this alleged preferment. I will then address the issue more generally.

[49] The first allegation pertains to the terms of the Amending Agreement, which involved a release of a payment obligation of Look to UBS of $900,000. This has been addressed above — the determination of this allegation is a matter for the Oppression Action. The court cannot reach any conclusion on this issue at this time based on the record before the court.

[50] The second allegation is that the UBS Directors are spending the remaining cash of UBS rather than causing Look to pay a dividend to the Look shareholders, including UBS. This allegation is part of a larger allegation that the UBS Directors are taking an inordinate amount of time to deal with the claims filed in the CCAA proceeding and refuse to consider financing alternatives, with the result, if not the intention, that the Look shares owned by UBS will be ultimately sold at a discount to Look or its other principal shareholder, a brother of Silber.

[51] The evidence does not support this allegation for a number of reasons. Whether or not McCutcheon and Eaton are on the Look board, the non-UBS directors of Look will determine

whether to pay a dividend based on their view of the best interests of Look. UBS cannot cause such a dividend to be paid. On this basis, I do not see how the failure of the Look board to consider such a dividend is a relevant consideration. Further, for the moment at least, the evidence does not support 206's position that there is an imminent likelihood that UBS will run out of cash to fund its operations. Moreover, there can be no restructuring plan until the principal claims in the claims process are resolved. While the time spent responding to the claims filed may have been longer than desirable, the evidence does not, at the present time, support the conclusion that the three-month period was inordinate and without reasonable explanation. Lastly, and in any event, 206 has failed to put a specific, alternative funding proposal to the directors for their consideration.

[52] The third allegation is that the Look shareholders have benefitted from the UBS proxy fight by which the UBS Directors were nominated. UBS bore the $600,000 cost of the proxy fight. Referring to a letter of Ulicki to Rattee and Silber dated November 17, 2010, 206 says that, absent the UBS proxy fight, UBS would have controlled Look and the cost of any Look action against Dolgonos, DOL, McGoey and Jonah would have been borne by individual 206 shareholders.

[53] While this may be factually correct, there is no evidence before the court that would justify a conclusion that, in taking such action, the UBS Directors preferred the Look shareholders to the UBS shareholders. Their position is that there is a common interest in initiating claims against the defendants in the Look action. On the current evidence, this position is at least as probable as 206's position. The court cannot determine this issue on this motion.

[54] More generally, the fact that UBS and Look have adopted a common position in regard to Dolgonos and McGoey, and their respective companies, since the election of the UBS Directors is not, *per se*, evidence that McCutcheon and Eaton are preferring the interests of the Look shareholders over the interests of the UBS shareholders. The actions that the UBS Directors, including McCutcheon and Eaton, have taken may not be supported by Dolgonos and 206, but that is not evidence of the alleged preferment absent proof as to the absence of any reasonable basis for the actions of the UBS Directors. At this stage in the proceedings, such proof is not before the court.

[55] In reaching the foregoing conclusions, I should add that the court has also had regard to the Monitor's advice that it has not observed any conduct of these directors that will compromise the CCAA proceeding or UBS's attempt to restructure, and that it has also not observed any conduct that the Monitor would consider inappropriate or would cause the Monitor concern that they would act inappropriately in the future. Further, the Monitor has advised that, in its view, there would be no benefit and substantial harm to the CCAA proceedings if these directors were removed from their position. This advice would argue against the exercise of the court's discretion in the present circumstances even if 206 had otherwise established activity on the part of these directors that satisfied the requirements of s. 11.5.

[56] Lastly, the backdrop to this motion is a dispute between two opposing groups of UBS shareholders. A particular objective of 206 is to have a new board of directors review the

decision of the UBS Directors to defend the DOL action brought against UBS. However, s. 11.5 cannot be used to replace a board of directors to the extent that the purpose of such relief is to have a new board of directors revisit decisions taken by the existing board. At this stage, the court cannot decide the merits of the issues of the appropriateness of the past payments to Dolgonos and McGocy, the actions of the UBS Directors in respect of the Amending Agreement, or their competing visions for the future of Look/UBS. These issues involve all three of the UBS Directors. These issues are the subject of the litigation between the parties, including the Oppression Action, to be addressed in the claims process with the CCAA proceedings. Equally important, as mentioned above, the "business judgment rule" continues to govern judicial intervention in the affairs of a debtor corporation under the CCAA. To succeed on this motion, 206 must provide evidence that establishes the elements of the test in section 11.5. It cannot do so on the facts before the court on this motion.

[57] Based on the foregoing, the 206 motion to replace McCutcheon and Eaton as directors of UBS is dismissed.

Costs

[58] The parties will have thirty days from the date of this Endorsement to make written submissions as to costs not to exceed five pages in length.

Wilton-Siegel J.

Date: January 25, 2012

Court File No.: CV-11-9283-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.C-36, AS AMENDED

AND IN THE MATTER OF THE A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIQUE BROADBAND SYSTEMS INC.
(the "**Applicant**")

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

(PROCEEDING COMMENCED AT TORONTO)

MOTION RECORD

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

E. Patrick Shea
LSUC No.: 39655K
Telephone: (416) 369-7399
Facsimile: (416) 862-7661

SOLICITORS FOR THE APPLICANT