

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**IN THE MATTER OF *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 JOHN ZORBAS

I, John Zorbas, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am authorized to act on behalf of and bind Niketo Co. Ltd. ("Niketo") (which is a wholly owned subsidiary of NWT Uranium Corp.), a creditor and the sponsor of a plan of arrangement or compromise with respect to Unique Broadband Systems Inc., and its wholly owned subsidiary, UBS Wireless Services Inc. (collectively, "UBS"), in this *Companies' Creditors Arrangement Act* (the "CCAA") proceeding (the "Plan Sponsor"), and, as such, have knowledge of the matters contained in this affidavit. Where I have indicated my evidence is derived from information received from others, I have identified the source of that information and verily believe it to be true.

2. I am swearing this affidavit in support of the Plan Sponsor's motion for authorization to file a plan of arrangement and for the necessary steps to conduct a creditors' meeting to vote on a

Plan of Arrangement annexed as Schedule "A" to the Notice of Motion of the Plan Sponsor (the "Plan") and other relief.

Overview

3. UBS is in the midst of a Court ordered sale process for the shares of Look (as defined herein). In particular, UBS wishes in this Court ordered sale process to sell half of the block of the shares of Look owned by UBS, alleging there are liquidity or cash flow issues that have to be dealt with urgently, and alleging UBS has no other sources of financing. I verily believe that this is incorrect and that the liquidity issues will not be solved by such a sale, but will only be deferred.

4. In the circumstances, with a view to facilitating a successful exit for UBS from the *CCMA* proceedings, the Plan Sponsor has, on behalf of UBS, (1) entered into settlement agreements with creditors of UBS with disputed claims to be implemented pursuant to the Plan, (2) have agreed with certain creditors that the Plan will provide for the payment in full of all other creditors of UBS with approved claims, (3) have guaranteed payment of the amounts payable pursuant to the Plan and the Settlements and Agreements (as defined herein), and (4) have prepared releases for the directors of UBS who have been sued by Jolian (as defined herein) which directors have indemnity claims against UBS which have already been adjudicated, all subject to court approval of the Settlements and Agreements and sanction the Plan. The Plan includes the requirement to replace or reconstitute the Board of Directors of UBS to carry out the future growth of UBS.

5. Specifically, the purpose of this Plan is to implement the Settlements and Agreements, the purpose of which Settlements and Agreements are to avoid the risk of the litigation with

significant creditors and to stop the substantial Monitor, legal and other expenses related to the litigation and the Monitor's administration under the CCAA Initial Order, in order to maximize recovery for all stakeholders.

6. I point out that the Plan Sponsor, within nine business days of its attendance before the Court on January 9, 2013 (when an outline of the proposed plan was provided to the Court, UBS and the Monitor), was able to accomplish what UBS was unable to do for the last approximately two years, and after spending millions of dollars. The Plan Sponsor accomplished the following within that nine business day period, (i) put forth the Plan, (ii) contacted creditors and negotiated the various settlements, (iii) drafted and negotiated and completed all documentation, involving a number of lawyers and persons (iv) met with the Monitor to review the overall plan, including taking into account the Monitor's concerns and redrafting the Plan and various documents, and today providing it to the Monitor and UBS.

7. In this regard, the Plan Sponsor has arranged for and will provide necessary loan financing to UBS in the amount of \$4,514,401.55 to satisfy the amounts payable pursuant to the Plan, Settlements and Agreements and to address any alleged liquidity issues, which loan to UBS is to be secured against all of the shares of Look owned by UBS. The Plan Sponsor is prepared and in a position to provide the funding and close the transactions contemplated by the Plan within three business days.

8. In addition, this Plan will facilitate the continuation of the business of UBS as a going concern, provide certain recoveries to creditors, settle the litigation that was the underlying cause of this CCAA proceeding for the protection of stakeholders of UBS, and safeguard other stakeholders of UBS. UBS will be taken out of CCAA protection.

9. Furthermore, the Plan Sponsor is willing to assist, if requested and at the discretion of the UBS Board of Directors, with future business opportunities within UBS and to utilize, if possible, the tax losses and increase the value of UBS.

10. As such, it is the intention of the Plan Sponsor, as a creditor and assignee of this right from Heenan Blaikie LLP as a creditor, to present this Plan under the CCAA to the creditors and the Court under and pursuant to the CCAA, by way of this Motion.

11. The Plan Sponsor is requesting that the Creditors meeting be held as soon as possible, with such short notice as the Court will allow, taking into consideration that we know who all the creditors are, and there appears to be no reason for the creditors to not accept the Plan. The Plan Sponsor is also requesting that the motion to seek Court sanction of the Plan be heard immediately thereafter, in order to implement the Plan as soon as possible

12. No shareholders' meeting is necessary. The Plan and the immediate solution is reasonable. The Court is in the best position to determine the benefit of the plan to all stakeholders. The requirement of a shareholders meeting will significantly delay (approximately 60 days) the obtaining of the sanction of the Court and the Settlement Agreements already negotiated, will be lost, as they are time limited. Furthermore, any shareholder may attend the court hearing to sanction the Plan to either support or oppose the Plan. The total solution provided by the Plan would be significantly and negatively impacted by a shareholder approval process. The Plan Sponsor has never given instructions to its counsel to agree to any shareholder meeting to approve the Plan, especially in light of the Consent Order of the Honourable Mr. Justice Campbell obtained by UBS on July 6, 2012.

Background

13. On July 5, 2011, UBS obtained an Order from the Honourable Justice Wilton-Siegel under the *CCAA* which provided, *inter alia*, a stay of proceedings against UBS and allowing UBS to prepare a plan of compromise or arrangement to submit to creditors (the "Initial Order"). Now shown to me but not annexed hereto is a true copy of the Initial Order, together with copies of additional Orders made by the Court in the *CCAA* proceedings related to UBS (to be provided to the Court in a compendium).

14. Based on my review of the documentation generated in this proceeding, I know that UBS sought and obtained the Initial Order as a result of significant claims made against UBS in legal proceedings commenced by former directors and officers of UBS, which claims amounted, at that time, to over \$20,000,000.

15. In particular, I understand that the *CCAA* proceedings were commenced as a result of the reasons of the Honourable Justice Marrocco released May 30, 2011 (and as revised on July 7, 2011), which resulted in a Judgment dated April 27, 2011 (and entered June 24, 2011) (the "Marrocco Decision"). The Marrocco Decision ordered UBS to advance indemnity payments for legal fees to certain former directors and officers with respect to the above mentioned legal proceedings. I understand that just prior to commencing these *CCAA* proceedings, UBS appealed the Marrocco Judgment on June 29, 2011, which appeal was abandoned on October 29, 2012 (after the Honourable Justice Pattillo dealt with a similar issue, but making a different Order on September 28, 2012, in a separate but related litigation involving Look and some of the same officers and directors) (the "Pattillo Decision"). Now shown to me but not annexed hereto

are true copies of the Marrocco Decision and Pattillo Decision (to be provided to the Court in a compendium).

16. For the last 18 months, from UBS's initial filing for *CCAA* protection, UBS has not proposed any plan of compromise or arrangement pursuant to the Initial Order or otherwise.

17. The significant steps that UBS has taken with respect to the *CCAA* proceedings has been to spend in excess of \$8 Million since May 2010 (despite being a corporation with no operations and only 2 employees). This includes Monitor's fees and expenses, and litigation fees.

18. UBS has recently taken the position that it has a lack of liquidity, and allegedly, no other sources of financing. As a result, UBS engaged in a sale process to sell the only significant asset of UBS, being approximately 54,785,000 shares of Look Communications Inc. ("Look"), made up of approximately 24,864,000 multiple voting shares and 29,921,000 subordinate voting shares (the "Look Shares"). These shares represent 39.2% of the currently outstanding shares of Look, making UBS the largest shareholder of Look. These Look Shares are the only realistic possibility for UBS to use (this control block) as a foundation to build upon so as to exit the onerous, time consuming and expensive *CCAA* process, and become an ordinary company as a going concern.

19. I recently met with Victor Wells, a member of the Board of UBS and a member of the Special Committee of UBS, approximately a week ago to discuss the future of UBS. I am advised by Wells and verily believe it to be true that the reason for the proposed sale of only half of the Look Shares owned by UBS is to deal with liquidity issues (namely to deal with professional fees being paid out by UBS with respect to these *CCAA* proceedings and the litigation with its former officers and directors).

20. However, I am also advised by Wells and verily believe it to be true that the proposed sale would only assist with these alleged liquidity issues for perhaps six months. Specifically, while there is approximately \$1,000,000 in the account of UBS, UBS has accounts payable already in excess of \$1,000,000, with any proceeds from the proposed sale of half the Look Shares owned by UBS being immediately used. The majority of these funds will be used to pay legal and Monitor fees. When I met with Mr. Wells and discussed these matters, he appeared extremely distraught and upset about the large sums of money being spent for the legal proceedings. As a significant shareholder of UBS, the Plan Sponsor has grave concerns over the use of proceeds towards professionals. I verily believe that Mr. Wells expressed the same concerns and acknowledged that the value of the balance of shares left with UBS, no longer being a control block, would have a diminishing value, to the detriment of all stakeholders. This would still leave UBS with liquidity issues, while at the same time diminishing the voting power and value of the balance of its only asset.

21. I also verily believe that the current proposal by the Board and the Monitor to sell a portion (approximately 50%, being half the subordinate voting shares and the multiple voting shares) of the Look Shares owned by UBS pursuant to the Sales Process would be detrimental to UBS and its stakeholders, particularly in light of any potential tender Offer and the conversion of shares.

22. Specifically, if the subordinate voting shares that are purchased pursuant to the Sales Process are tendered to such a tender offer, such shares could be converted to multiple voting shares. This would increase the voting rights of such tendered shares, while at the same time diluting the voting rights and value of the remaining Look Shares owned by UBS. This could thereby negatively impact and affect the stakeholders of UBS.

The Plan Sponsor Settlements on behalf of UBS and Plan of Arrangement

23. In any event, and with time pressure caused by the Sale Process and proposed sale of half the Look Shares owned by UBS, the Plan Sponsor has been entered into settlement agreements with a number of the creditors of UBS, on behalf of UBS, to effect a plan of compromise or arrangement of UBS. This plan would address the liquidity issues of UBS, while at the same time protecting the value of UBS by protecting its sole asset, being the Look Shares owned by UBS, and ultimately take UBS out of the CCAA proceedings.

24. In this regard, the Plan Sponsor has taken a number of steps to try to accomplish this, including:

- (a) Purchasing 11,305,232 common shares of UBS from 2064818 Ontario Inc. ("206") and 8,500,000 common shares of UBS from 6138241 Canada Inc. ("613");
- (b) Entering into settlement agreements with certain creditors of UBS with disputed claims, on behalf of UBS, to be signed by UBS if the Plan is approved, including:
 - (i) a settlement with Jolian Investments Limited and Gerald McGoeys (collectively, "Jolian"), who had a disputed contingent claim against UBS of \$10,112,648 (plus applicable GST/HST, applicable interest, legal and accounting fees), which was settled for a payment of \$2,000,000 (plus applicable GST/HST, applicable interest and legal and accounting fees) (the "Jolian Settlement"), together with a release of claims against former directors of UBS, related to specific claims being made against them,

including Grant McCutchen and Henry Eaton, as well as Ulicki (the "Jolian Release"). Now shown to me and not annexed hereto is *Schedule "I"* to the Plan annexed as Schedule "A" to the Notice of Motion, which is a true copy of the Jolian Agreement and Jolian Release. Mr. McGory has advised me and I verily believe that he and Jolian would vote in favour of the Plan.

- (ii) a Settlement Agreement with Douglas Reeson ("Reeson"), who had a disputed contingent claim of \$585,000 (plus applicable GST/HST, applicable interest, legal and accounting fees), which was settled for a payment of \$75,000 (plus applicable GST/HST, applicable interest, legal and accounting fees) (the "Reeson Settlement"). Now shown to me and not annexed hereto is *Schedule "2"* to the Plan annexed as Schedule "A" to the Notice of Motion, which is a true copy of the of the Reeson Settlement. Mr. Reeson has advised me and I verily believe that he would vote in favour of the Plan

(Collectively, the "Settlement Agreements");

- (c) DOL Technologies Inc. and Alex Dolgonos (collectively, "DOL"), will be dealt with in accordance with the settlement agreement entered into among DOL, UBS, McCutchen, Eaton, Ulicki and others, including the continuing indemnity obligations provided to DOL by UBS and provision of mutual releases among the parties, dated July 5, 2012 (the "DOL Settlement"), and the related Order of the Honourable Justice Campbell (the "Campbell Order"). Annexed hereto and

marked as **Exhibit "A"** to this my affidavit is a true copy of the DOL Settlement documents and the Campbell Order. Mr. Dolgonos has advised me and I verily believe that he and his corporation would vote in favour of the Plan

- (d) The payment of unsecured creditors of UBS whose claims have been approved by the Monitor, to be paid by UBS, in full, including:
 - (i) Stellarbridge Management Inc., in the amount of \$150,000;
 - (ii) Gorissen Federspiel, in the amount of \$32,116.67;
 - (iii) Goldman Sloan Nash & Haber LLP, in the amount of \$22,397.59;
 - (iv) Peter Minaki, in the amount of \$92,867.24, subject to assessment of this legal account related to this payment.
- (e) Purchasing and having assigned to it, the approved and accepted claim of the creditor, Heenan Blaikie LLP ("Heenan"), of \$6,149.40, with a payment in full for that amount (the "Heenan Agreement"), which will be paid as part of the Plan. Annexed hereto and marked as **Exhibit "B"** to this my affidavit is a true copy of the Heenan Agreement and the notice of assignment sent to the Monitor and UBS;
- (f) Agreeing to provide a loan on favourable terms to UBS (with no right of foreclosure if there is a default, and the option of UBS to accrue and capitalize interest for two years, at an annual rate of 2% above prime, to permit UBS to develop business and cash flow), in order to provide the cash flow to UBS to make the payments on the Settlement Agreements and to the other creditors,

which funds will be deposited into the trust account of SRG to be held in escrow if the Court sanctions the Plan (the "Loan"). Now shown to me and not annexed hereto is *Schedule "3"* to the Plan annexed as Schedule "A" to the Notice of Motion, which is a true copy of the the Loan term sheet and related documents;

(g) Agreeing to guarantee the payments of the Settlement Agreements and to the other creditors on behalf of UBS (the "Guarantees"). Now shown to me and not annexed hereto is *Schedule "4"* to the Plan annexed as Schedule "A" to the Notice of Motion, which is a true copy of the of the Guarantees;

(h) Prepared a Plan of Arrangement in regards to all the above, which is annexed to the Notice of Motion as Schedule "A".


25. As part of the steps taken by the Plan Sponsor with respect to the Plan of Arrangement and the related and various agreements and documents, I verily believe that it would be reasonable and in the best interest of UBS, in order to ensure the proper and efficient carrying out of the plan as well as the settlements and agreements, to reconstitute the Board of Directors of UBS. Specifically, in addition to the two directors of the Special Committee, Victor Wells and Kenneth Taylor, should they consent to remain on the UBS Board, I verily believe that both I, and another officer of the Plan Sponsor, namely David Subotic, together with an independent director, David Tsubouchi, the former Attorney General of Ontario, ought to be appointed to a new Board of Directors of UBS (the "New Board"). We have all consented to being appointed as the New Board. Now shown to me and not annexed hereto is *Schedule "5"* to the Plan annexed as Schedule "A" to the Notice of Motion, are true copies of the consents and covering letters with respect to the proposed New Board, together with bios of the new members.

26. It is important to note that the Settlement Agreements and the Approved Claim Agreements (with the various related documents), as well as the Loan, Guarantees, and consents and appointments of the New Board, are all conditional upon the Plan, the Settlement Agreements, the Loan and the reconstitution of the New Board being approved and sanctioned by the Court.

27. I make this affidavit in support of the Plan Sponsor's motion for authorization to file the Plan and for the necessary steps to conduct a creditors' meeting to vote on a Plan annexed as Schedule "A" to the Notice of Motion of the Plan Sponsor (the "Plan") and other relief, on an expedited basis if possible, and for no improper purpose.

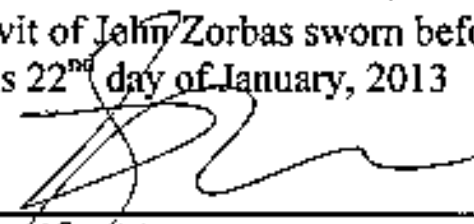
SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario on
January 22, 2013



(Commissioner for Taking Affidavits
(or as may be)
Raffaele Sparano

JOHN ZORBAS

This is Exhibit "A" referred to in
the Affidavit of John Zorbas sworn before
me this 22nd day of January, 2013



A Commissioner etc.

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR)	FRIDAY, THE
)	
JUSTICE CAMPBELL)	6 TH DAY OF JULY, 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.**

CONSENT ORDER

THIS MOTION, made by Unique Broadband Systems, Inc. ("UBS") and UBS Wireless Services Inc. (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.

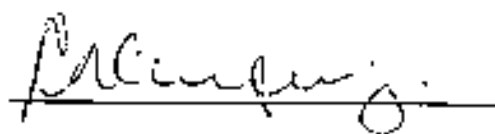
ON READING the Minutes of Settlement dated 5 July 2012 (the "Minutes of Settlement") and the Ninth Report of the Monitor, Duff & Phelps Canada Restructuring Inc. in its capacity as Monitor of the Applicants dated 5 July 2012, and on hearing the submissions of counsel;

1. **THIS COURT ORDERS** that, subject to further Order of the Court, the Applicants shall not be required to convene or hold any meetings of their shareholders until the termination of these proceedings as a result of a plan of compromise or arrangement or otherwise.
2. **THIS COURT ORDERS** that the Minutes of Settlement be and are hereby approved.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:



JUL 6 2012



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.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)**

(PROCEEDING COMMENCED AT TORONTO)

CONSENT 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
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SOLICITORS FOR THE APPLICANTS

Court File Number: CV-11-9283

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

UNIQUE BROADBAND SYSTEMS
Plaintiff(s)
AND

Defendant(s)

Case Management ☐ Yes ☐ No by Judge: _____

Counsel	Telephone No:	Facsimile No:

- ☐ Order ☐ Direction for Registrar (No formal order need be taken out)
☐ Above action transferred to the Commercial List at Toronto (No formal order need be taken out)
☐ Adjourned to: _____
☐ Time Table approved (as follows):

Current Order to issue
as signed

July 6/12
Date

[Signature]
Judge's Signature

☐ Additional Pages _____

EXECUTION COPY

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF 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.

MINUTES OF SETTLEMENT

RECITALS

1. Proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA") were commenced in respect of Unique Broadband Systems Inc. ("UBS") and a wholly owned subsidiary pursuant to an Initial Order made on 5 July 2011 (the "Initial Order"). The Initial Order appointed Duff & Phelps Canada Restructuring Inc. (the "Monitor") as monitor.
2. The UBS board of directors is currently comprised of Messrs Robert Ulicki, Grant McCutcheon and Henry Eaton.
3. DOL Technologies Inc. ("DOL"), 2064818 Ontario Inc. ("206 Ontario") and 6138241 Canada Inc. ("613 Canada" and together with 206 Ontario and Mr. Alex Dolgonos, the "Dolgonos Parties") are companies owned by trust of the family of Mr. Dolgonos. Mr. Dolgonos has the authority to bind 206 Ontario, 613 Canada and the family trusts that control 206 Ontario and 613 Canada. Except for the interests held by 206 Ontario and 613 Canada, Mr. Dolgonos and his family do not, directly or indirectly, own any shares of UBS and, aside from the interests in UBS held through 206 Ontario and 613 Canada, Mr. Dolgonos and the members of his family do not own, control or have an interest, direct or indirect, in any other entity that owns, directly or indirectly, shares of UBS.
4. The DOL, 206 Ontario and Mr. Dolgonos filed proofs of claim against UBS in accordance with the First Extension and Claims Order dated 4 August 2011 (the "Disputed Dolgonos Claims"). The Disputed Dolgonos Claims were disallowed by the Monitor by way of Notices of Disallowance. Pursuant to the Notices of Disallowance, DOL, 206 Ontario and Mr. Dolgonos have filed Notices of Dispute in respect of the Disputed Dolgonos Claims.
5. Pursuant to a Statement of Claim dated 22 December 2010, 206 Ontario commenced an Action known as Ontario Superior Court of Justice File No: CV-10-9036-00CL (the "Oppression Action") against UBS, and Messrs Ulicki, Eaton and McCutcheon seeking, *inter alia*, damages and the removal of Messrs Ulicki, Eaton and McCutcheon from the

UBS Board. Pursuant to an Endorsement made on 25 January 2012, the stay imposed by the Initial Order was extended to the Oppression Action and the claims against Messrs Ulicki, Eaton and McCutcheon in the Oppression Action are to be determined in the CCAA proceedings.

6. Pursuant to the First Extension and Claims Order dated 4 August 2011 and the Fourth Extension and Claims Procedure Order dated 13 April 2012, the Court has established a procedure for the determination of certain disputed claims made against UBS, including the Disputed Dolgonos Claims. It is anticipated that UBS will seek further Order(s) to establish a procedure to determine all of the disputed claims made against UBS (the "CCAA Claims Procedure").
7. On 8 March 2012, 206 Ontario and 613 Canada requisitioned a special meeting of UBS shareholder to consider a resolution to replace the current UBS board (the "Special Meeting"). UBS agreed to hold the Special Meeting concurrent with UBS' annual general meeting for 2012 (the "2012 AGM"), which is scheduled for 11 July 2012.
8. On 13 June 2012, DOL and Mr. Dolgonos brought Motions (the "Dolgonos Motions") seeking to; (a) add third party claims to the Claims Procedure; and (b) to lift the stay imposed by the Initial Order to permit the enforcement of a Judgment that required UBS to make advances in respect of certain professional fees. The Dolgonos Motion is currently under reserve.

UBS, THE DOLGONOS PARTIES, ROBERT ULICKI, HENRY EATON AND GRANT MCCUTCHEON (collectively the "Parties") **HEREBY AGREE** to (and acknowledge that that they shall each be bound by) all terms of these Minutes of Settlement, which have been made for good and valid consideration (the sufficiency of which is hereby acknowledged). Further, the Parties hereby agree that:

1. The Recitals set forth above are true and correct.
2. UBS will accept the Disputed Dolgonos Claims at an aggregate total amount of \$500,000, inclusive of exigible taxes, if any. The Dolgonos Parties agree to accept this valuation of the Disputed Dolgonos Claims and not to appeal an Amended Notice of Disallowance issued by the Monitor pursuant to the First Extension and Claims Order allowing the Disputed Dolgonos Claims at an aggregate total amount of \$500,000. The proceedings to determine the Dolgonos Claims pursuant to the CCAA Claims Procedure will be dismissed without costs.
3. The Oppression Action will be dismissed without costs.
4. The Dolgonos Motions will be withdrawn without costs.
5. The Dolgonos Parties, UBS, and Messrs Ulicki, Eaton and McCutcheon will exchange mutual releases pursuant to which each will release the other from any and all accounts, liabilities, chose in action, claims, rights, actions, causes of action, claims, judgments, orders, debts, damages, obligations, demands for damages or losses and rights of any kind or nature whatsoever, including rights of indemnification, known to the Parties as of 5 July 2012 (the "Releases"). The Parties understand and agree that the Releases will not

prevent: (a) UBS from taking or continuing proceedings against any person other than the Dolgonos Parties notwithstanding that such parties may assert third party or other claims against the Dolgonos Parties; and (b) the Dolgonos Parties from asserting claims for indemnification against UBS, in accordance with the Dolgonos Parties' current entitlement, based on proceedings commenced by UBS in the future asserting claims against any persons or persons where such claims are not known to the Dolgonos Parties, or any one of them, as at 5 July 2012.


6. The Dolgonos Parties consent to an Order that, subject to further Order of the Court, UBS will not be obliged or required to call or hold a meeting of its shareholders until the termination of the CCAA proceedings by way of a plan of compromise or arrangement by UBS or otherwise.
7. A meeting of UBS' board of directors will be convened for 12 July 2012 (the "Board Meeting") at which the Messrs Eaton, McCutcheon, Ulicki, Victor Wells and Kenneth D. Taylor will be present. Mr. Bryce Kraeker of Gowling Lafleur Henderson LLP will act as Secretary and record the Minutes. At the Board Meeting the following will take place in the sequence listed:
 1. Mr. McCutcheon will tender his resignation as a director in writing, to be effective upon acceptance by the Board.
 2. Mr. Eaton and Mr. Ulicki, as the remaining two UBS directors, will accept Mr. McCutcheon's resignation and fill the vacancy created by that resignation by appointing Mr. Wells as a director of UBS.
 3. Mr. Eaton will tender his resignation as a director of UBS in writing, to be effective upon acceptance by the board.
 4. Mr. Ulicki and Mr. Wells, as the two remaining UBS directors, will accept Mr. Eaton's resignation and fill the vacancy created by that resignation by appointing Mr. Taylor as a director of UBS.
8. The Dolgonos Parties agree, until the termination of the CCAA proceedings by way of a plan of compromise or arrangement by UBS or otherwise, to:
 - (a) fully support decisions made by the reconstituted UBS board consisting of Mr. Ulicki, Mr. Wells and Mr. Taylor, including, *inter alia*, any decision made by the reconstituted UBS board with respect to the CCAA proceedings and how UBS will resolve or determine claims made against UBS by, *inter alia*, Jolian Investments Limited ("Jolian") and Mr. Gerald McGoey, in accordance with the CCAA Claims Procedure;
 - (b) not oppose any extension of the Stay Period, as defined by the Initial Order, sought by UBS;
 - (c) not seek any Order terminating the CCAA proceedings, or support or assist any other person seeking such an Order; and

- (d) not seek to be a director or officer of UBS, or have any direct or indirect consulting arrangement with UBS.
9. Subject to the discretion of the UBS board, UBS will continue defending the disputed claims made against UBS by, *inter alia*, Jolian and Mr. McGoey, and reorganizing itself under the supervision of the Court.
10. The express terms of these Minutes of Settlement and the Releases to be executed in accordance with paragraph 5 above constitute the entire agreement between the Parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express or implied, between the Parties other than as expressly set forth in these Minutes of Settlement, which terms cannot be varied, amended or waived except in writing duly executed by the Parties.
11. The Parties shall from time to time execute and deliver all such further documents and instruments and do all acts and things as another Party may reasonably require to effectively carry out or to better evidence, complete or perfect the full intent and meaning of these Minutes of Settlement.
12. The Parties acknowledge that before signing these Minutes of Settlement, they have each obtained legal advice on the terms set out herein from their respective counsel.
13. The interpretation and enforceability of the terms of these Minutes of Settlement shall be governed by, and construed in accordance with, the laws of the Province of Ontario.
14. The terms of these Minutes of Settlement shall be binding upon and shall enure to the benefit of each of the Parties, and each of their heirs or executors, or their predecessors, successors and assigns.
15. For the convenience of the Parties hereto, these Minutes of Settlement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatory to the same counterpart.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

DATED THIS 5th day of July 2012

UNIQUE BROADBAND SYSTEMS, INC.



Name: *Geraldine Buchanan*
Title: *CEO*
I have authority to bind the corporation.

DOL TECHNOLOGIES INC.

Name:
Title:
I have authority to bind the corporation.

2064818 ONTARIO INC.

Name:
Title:
I have authority to bind the corporation.

6138241 CANADA INC.

Name:
Title:
I have authority to bind the corporation.

- 5 -

DATED THIS 5th day of July 2012

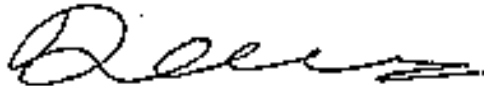
UNIQUE BROADBAND SYSTEMS, INC.

Name:

Title:

I have authority to bind the corporation.

DOL TECHNOLOGIES INC.



Name: Alex Dolgonos.

Title: President

I have authority to bind the corporation.

2064818 ONTARIO INC.

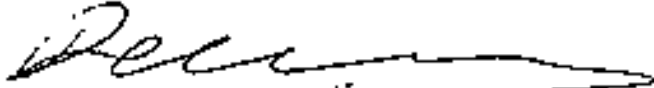


Name: Alex Dolgonos

Title: President

I have authority to bind the corporation.

6138241 CANADA INC.



Name: Alex Dolgonos.

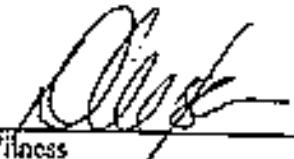
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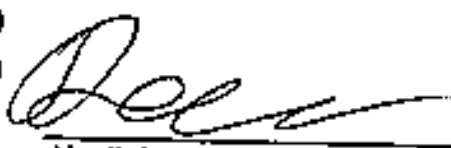
I have authority to bind the corporation.

- 6 -

SIGNED, SEALED AND DELIVERED)

In the presence of:)



Witness

Alex Dolgonos**SIGNED, SEALED AND DELIVERED**)

In the presence of:)

Witness_____
Robert Ulicki**SIGNED, SEALED AND DELIVERED**)

In the presence of:)

Witness_____
Henry Eaton**SIGNED, SEALED AND DELIVERED**)

In the presence of:)

Witness_____
Grant McCutcheon

- 6 -

SIGNED, SEALED AND DELIVERED)

In the presence of:)

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Witness_____
Alex Dolgonos

SIGNED, SEALED AND DELIVERED)

In the presence of:)

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Witness_____
Robert Ulicki

SIGNED, SEALED AND DELIVERED)


In the presence of:)

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 Witness



 Henry Gatton

SIGNED, SEALED AND DELIVERED)

In the presence of:)

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Witness_____
Grant McCutcheon

- 6 -

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In the presence of:)

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Alex Dolgonas

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In the presence of:)

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Robert Ellick

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Witness

Henry Eaton

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In the presence of:)

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Witness

Grant McCutcheon

- 6 -

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Witness

Alex Dolgonos

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Witness

Robert Ulicki

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In the presence of:)

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Witness

Henry Eaton

SIGNED, SEALED AND DELIVERED)

In the presence of:)

)

)

Witness

Grant McClutcheon

FOR LAW 795241S1

EXECUTION COPY

FULL AND FINAL MUTUAL RELEASE

IN CONSIDERATION OF, THE SETTLEMENT PURSUANT TO THE MINUTES OF SETTLEMENT DATED 5 JULY 2012 AMONG UNIQUE BROADBAND SYSTEMS ("UBS") INC., DOL TECHNOLOGIES INC., 2064818 ONTARIO INC., 6138241 CANADA INC., ALEX DOLGONOS, ROBERT ULICKI, GRANT MCCUTCHEON, HENRY EATON (the "Parties") and for other good and valuable consideration, the sufficiency of which is acknowledged, THE PARTIES HEREBY MUTUALLY and IRREVOCABLY RELEASE, ACQUIT AND FOREVER DISCHARGE each other, their heirs, executors and administrators and, where applicable, their respective officers, directors, employees, successors and assigns from any and all accounts, liabilities, chose in action, claims, rights, actions, causes of action, claims, judgments, orders, debts, damages, obligations, demands for damages or losses and rights of any kind or nature whatsoever, including rights of indemnification, known to the Parties as of 5 July 2012 (the "Releases").

IT IS UNDERSTOOD AND AGREED that the Releases will not prevent: (a) UBS from taking or continuing proceedings against any person other than the DOL Technologies Inc., 2064818 Ontario Inc., 6138241 Canada Inc., Alex Dolgonos, (together, the "Dolgonos Parties") notwithstanding that such parties may assert third party or other claims against the Dolgonos Parties; and (b) the Dolgonos Parties from asserting claims for indemnification against UBS, in accordance with the Dolgonos Parties' current entitlement, based on proceedings commenced by UBS asserting claims against any persons or persons where such claims are not known to the Dolgonos Parties, or any one of them, as at 5 July 2012.

IT IS FURTHER UNDERSTOOD AND AGREED that, should any of the signatories require at any time after the date of this Release any further action, or the execution of any document on the part of any of the other signatories, to fully and effectually resolve and remove any claim, action or proceeding commenced based on the matters referred to in this Release, and upon any signatory making any such request of any of the other signatories, the person to whom the request is made shall take all actions as are necessary to comply with the request.

IT IS FURTHER AGREED by all of the signatories to this Release that, by their signatures to this Release, they hereby consent to the dismissal, without costs, of all court actions existing between any of the Parties to this Release.

THE MINUTES OF SETTLEMENT DATED 5 JULY 2012 AND THIS RELEASE contains the entire agreement between the signatories hereto and there are no other agreements, promises or arrangements oral or written between these parties relating to these matters other than as contained in these documents. The terms of this Release are contractual and binding on each of the signatories and are not a mere recital.

Each of the signatories FURTHER AGREES that this Release may be relied upon by each of them and used as a full answer and defence to any claim made by any of the other signatories against one of the signatories to this Release for a matter which is encompassed in and released by this Release.

- 2 -

EACH OF THE SIGNATORIES confirms that he or it has carefully read the foregoing terms of this Release, has sought and obtained the advice of a solicitor as to the nature and effect of this Release, understands the contents of and legal effects of this Release, and has executed this Release voluntarily and with full knowledge of the legal consequences hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

- 3 -

THIS DOCUMENT WAS EXECUTED this _____, day of July, 2012 by the undersigned.

UNIQUE BROADBAND SYSTEMS, INC.

Name:

Title:

I have authority to bind the corporation.

DOL TECHNOLOGIES INC.



Name: Alex Dolgonos

Title: President

I have authority to bind the corporation.

2064818 ONTARIO INC.



Name: Alex Dolgonos

Title: President

I have authority to bind the corporation.

6138241 CANADA INC.



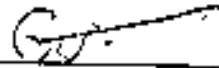
Name: Alex Dolgonos

Title:

I have authority to bind the corporation.

THIS DOCUMENT WAS EXECUTED this _____ day of July, 2012 by the undersigned.

UNIQUE BROADBAND SYSTEMS, INC.



Name: Gordon MacIntosh

Title: CEO

I have authority to bind the corporation.

DOL TECHNOLOGIES INC.

Name:

Title:

I have authority to bind the corporation.

2064818 ONTARIO INC.

Name:

Title:

I have authority to bind the corporation.

6138241 CANADA INC.

Name:

Title:

I have authority to bind the corporation.

SIGNED, SEALED AND DELIVERED)

In the presence of:)

Witness

Alex Dolgonos

SIGNED, SEALED AND DELIVERED)

In the presence of:)

Witness

Robert Ulicki

SIGNED, SEALED AND DELIVERED)

In the presence of:)

Witness

Henry Eaton

SIGNED, SEALED AND DELIVERED)

In the presence of:)

Witness

Grant McCutcheon

- 4 -

SIGNED, SEALED AND DELIVERED)

In the presence of:)

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Witness_____
Alex Dolgonos

SIGNED, SEALED AND DELIVERED)

In the presence of:)

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Witness_____
Robert Ulicki

SIGNED, SEALED AND DELIVERED)

In the presence of:)

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Witness_____
Henry Eaton

SIGNED, SEALED AND DELIVERED)

In the presence of:)

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Witness_____
Grant McCutcheon

- 4 -

SIGNED, SEALED AND DELIVERED)

In the presence of:)
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Witness_____
Alex Dolgonov

SIGNED, SEALED AND DELIVERED)

In the presence of:)
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Witness_____
Robert Ulicki

SIGNED, SEALED AND DELIVERED)

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Witness_____
Henry Eaton

SIGNED, SEALED AND DELIVERED)

In the presence of:)
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Witness_____
Grant McCutcheon

- 4 -

SIGNED, SEALED AND DELIVERED)

In the presence of:)

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Witness_____
Alex Dolgonos

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In the presence of:)

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Witness_____
Robert Ulicki

SIGNED, SEALED AND DELIVERED)

In the presence of:)

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Witness_____
Henry Eaton

SIGNED, SEALED AND DELIVERED)

In the presence of:)

)

)

Witness_____
Grant McCutcheon

This is Exhibit "B" referred to in
the Affidavit of John Zorbas sworn before
me this 22nd day of January, 2013



A handwritten signature in black ink, appearing to be "J. Zorbas", is written over a horizontal line. Below the line, the text "A Commissioner etc." is printed in a small, italicized font.

A Commissioner etc.

ASSIGNMENT OF CLAIM AGREEMENT

B E T W E E N:

BEENAN BLAIRIE LLP ("Vendor/Assignor")

and

NWT URANIUM CORP. and its wholly owned subsidiary, NIKETO CO. LTD.

("Purchaser/Assignee")

This Agreement and Assignment (the "Agreement") is effective as the Effective Date (as defined herein) and is entered into between the Vendor/Assignor and the Purchaser/Assignee;

WHEREAS pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated July 5, 2011, Unique Broadband Systems Inc. ("UBS") commenced proceedings (the "CCAA Proceedings") pursuant to the *Companies' Creditors Arrangement Act* (Canada);

AND WHEREAS the Vendor/Assignor is a creditor of UBS with a claim against UBS in the CCAA Proceedings in the amount of \$6,149.48 (the "Claim"), which Claim has not be paid in full or in part, but the full amount of which is due and owing by UBS to the Vendor/Assignor;

AND WHEREAS the Purchaser/Assignee intends to apply to the Court to approve a plan of arrangement based on settlements entered into with certain creditors and agreements with all other creditors, and a new proposed Board of Directors of UBS;

NOW THEREFORE THIS AGREEMENT witnesseth that for and in consideration of the matters herein referred to, the mutual covenants and indemnity contained herein, the payments, agreements, covenants, undertakings hereinafter referred to and the other good and valuable

consideration the receipt and sufficiency of which is hereby acknowledged, the parties on behalf themselves and on behalf of their respective officers, directors, representatives, employees, agents, successors and assigns, in law hereby covenant and agree as follows:

1. The Purchaser/Assignee has agreed to purchase the Claim from the Vendor/Assignor, and the Vendor/Assignor has agreed to sell the Claim to the Purchaser/Assignee for payment of the full amount of the Claim, in the amount of \$6,149.48 (the "Purchase Price"), which payment will be made forthwith.
2. The Vendor/Assignor hereby grants, assigns, transfers and sets over to the Purchaser/Assignee, as of the Effective Date, all of its title, rights and interest in and to the Claim, including without limitation, all the rights, benefits and advantages of the Vendor/Assignor in the CCAA Proceedings derived therefrom, and further, without limiting the generality of the foregoing, its right to bring a Motion before the Court for approval of a Plan of Arrangement in the CCAA Proceedings involving UBS (a "Motion").
3. The assignment contemplated herein shall be deemed an absolute and unconditional assignment and shall not be deemed to create a security interest. Any Motion shall be brought solely in the name of the Purchaser/Assignee and not in the name of, or as agent on behalf of, the Vendor/Assignor.
4. The "Effective Date" of the assignment contemplated herein shall be the date upon which the latter of the following shall have occurred: (a) the Vendor/Assignor and the Purchaser/Assignee have exchanged signatures to this Agreement; and (b) the Vendor/Assignor shall have received a certified cheque or bank draft to or to the order of

the Vendor/Assignor or as the Vendor/Assignor may otherwise direct in the amount of the Purchase Price.

5. The Purchaser/Assignee acknowledges that neither the Vendor/Assignor nor any agent or representative of the Vendor/Assignor has made or will make any representation, warranty or condition whatsoever regarding the status of the CCAA Proceedings, the condition of UBS (financial or otherwise) or any other matter relating to the CCAA Proceedings, UBS or the Claim including, without limitation, the amount of the Claim, the validity of the Claim, whether the Claim is subject to disallowance, reduction or objection of any kind, or whether the Vendor/Assignor has good and marketable title to the Claim and any rights arising therefrom. The Assignee/Purchaser represents that it has adequate information concerning the business and financial condition of the Debtor, the status of the CCAA Proceedings and the Claim in order to make an informed decision regarding the purchase of the Claim and it is relying solely on its own independent investigations, and without reliance on the Vendor/Assignor, as to the matters set out herein and in determining to enter into this Agreement.
6. The Purchaser/Assignee further acknowledges that the amount of the Claim may differ both in kind and amount from any distributions ultimately made in the CCAA Proceedings.
7. The Purchaser/Assignee hereby covenants and agrees to indemnify and save harmless the Vendor/Assignor against and from any and all losses, damages, costs and expenses (including without limitation, legal costs and expenses on a solicitor and his own client basis) which the Vendor/Assignor may sustain or incur as a result of the


Purchaser/Assignee bringing any Motion seeking the approval by the Court of any plan of arrangement or compromise.

8. The parties hereby agree that the payment for the purchase of the Claim and mutual covenants and agreements between the parties hereto are the consideration of this Agreement and they hereby acknowledge receipt of that consideration.
9. The parties acknowledge, confirm and agree that the recitals are true in substance and fact.
10. This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The parties each attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
11. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.
12. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of January____, 2013, by affixing their respective corporate seals under the hands of their proper signing officers duly authorized in that regard.

HEENAN BLAIRIE LLP

Per:
Name
Title



NIKETO CO. LTD.

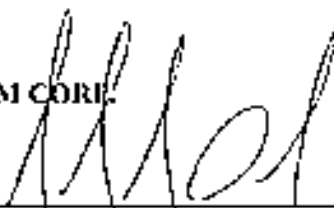
Per:
Name
Title



I have authority to bind the Corporation

NWT URANIUM CORP.

Per:
Name
Title



I have authority to bind the Corporation

ASSIGNMENT OF CLAIM AGREEMENT

B E T W E E N:

HEENAN BLAIKIE LLP ("Vendor/Assignor")

and

NWT URANIUM CORP. and its wholly owned subsidiary, NIKETO CO. LTD.

("Purchaser/Assignee")

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AND WHEREAS the Purchaser/Assignee intends to apply to the Court to approve a plan of arrangement based on settlements entered into with certain creditors and agreements with all other creditors, and a new proposed Board of Directors of UBS;

NOW THEREFORE THIS AGREEMENT witnesseth that for and in consideration of the matters herein referred to, the mutual covenants and indemnity contained herein, the payments, agreements, covenants, undertakings hereinafter referred to and the other good and valuable

L.I.C.A. SECRETARIAL LTD

consideration the receipt and sufficiency of which is hereby acknowledged, the parties on behalf themselves and on behalf of their respective officers, directors, representatives, employees, agents, successors and assigns, in law hereby covenant and agree as follows:

1. The Purchaser/Assignee has agreed to purchase the Claim from the Vendor/Assignor, and the Vendor/Assignor has agreed to sell the Claim to the Purchaser/Assignee for payment of the full amount of the Claim, in the amount of \$6,149.48 (the "Purchase Price"), which payment will be made forthwith.
2. The Vendor/Assignor hereby grants, assigns, transfers and sets over to the Purchaser/Assignee, as of the Effective Date, all of its title, rights and interest in and to the Claim, including without limitation, all the rights, benefits and advantages of the Vendor/Assignor in the CCAA Proceedings derived therefrom, and further, without limiting the generality of the foregoing, its right to bring a Motion before the Court for approval of a Plan of Arrangement in the CCAA Proceedings involving UBS (a "Motion").
3. The assignment contemplated herein shall be deemed an absolute and unconditional assignment and shall not be deemed to create a security interest. Any Motion shall be brought solely in the name of the Purchaser/Assignee and not in the name of, or as agent on behalf of, the Vendor/Assignor.
4. The "Effective Date" of the assignment contemplated herein shall be the date upon which the latter of the following shall have occurred: (a) the Vendor/Assignor and the Purchaser/Assignee have exchanged signatures to this Agreement; and (b) the Vendor/Assignor shall have received a certified cheque or bank draft to or to the order of

L.I.C.A. SECURE CAPITAL LTD

the Vendor/Assignor or as the Vendor/Assignor may otherwise direct in the amount of the Purchase Price.

5. The Purchaser/Assignee acknowledges that neither the Vendor/Assignor nor any agent or representative of the Vendor/Assignor has made or will make any representation, warranty or condition whatsoever regarding the status of the CCAA Proceedings, the condition of UBS (financial or otherwise) or any other matter relating to the CCAA Proceedings, UBS or the Claim including, without limitation, the amount of the Claim, the validity of the Claim, whether the Claim is subject to disallowance, reduction or objection of any kind, or whether the Vendor/Assignee has good and marketable title to the Claim and any rights arising therefrom. The Assignee/Purchaser represents that it has adequate information concerning the business and financial condition of the Debtor, the status of the CCAA Proceedings and the Claim in order to make an informed decision regarding the purchase of the Claim and it is relying solely on its own independent investigations, and without reliance on the Vendor/Assignor, as to the matters set out herein and in determining to enter into this Agreement.
6. The Purchaser/Assignee further acknowledges that the amount of the Claim may differ both in kind and amount from any distributions ultimately made in the CCAA Proceedings.
7. The Purchaser/Assignee hereby covenants and agrees to indemnify and save harmless the Vendor/Assignor against and from any and all losses, damages, costs and expenses (including without limitation, legal costs and expenses on a solicitor and his own client basis) which the Vendor/Assignor may sustain or incur as a result of the

L.I.C.A. SECRETARIAL LTD

Purchaser/Assignee bringing any Motion seeking the approval by the Court of any plan of arrangement or compromise.

8. The parties hereby agree that the payment for the purchase of the Claim and mutual covenants and agreements between the parties hereto are the consideration of this Agreement and they hereby acknowledge receipt of that consideration.
9. The parties acknowledge, confirm and agree that the recitals are true in substance and fact.
10. This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The parties each attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
11. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.
12. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party

LLCA SECRETARIAL LTD

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of January____, 2013, by affixing their respective corporate seals under the hands of their proper signing officers duly authorized in that regard.

HEENAN BLAIKIE LLP

Per: _____
Name
Title

NIKETO CO. LTD.

Per: _____
Name *L.I.C.A. Secretarial Ltd*
Title *Director*

I have authority to bind the Corporation

NWT URANIUM CORP.

Per: _____
Name
Title

I have authority to bind the Corporation

January 15, 2013

VIA FACSIMILE 416-862-7661

Gowling Lafleur Henderson LLP
1 First Canadian Place, Suite 1600
100 King Street West
Toronto, Ontario M5X1G5

Attention: Mr. E. Patrick Shea

VIA FACSIMILE 416-598-3730

Lax O'Sullivan Scott Lisus LLP
145 King Street West
Suite 2750
Toronto, Ontario M5H 1J8

Attention: Mr. Matthew P. Gottlieb

Dear Sirs:

Re: NWT Uranium Corp. et al. ats Unique Broadband Systems Inc.
Court File No.: CV-11-9283-00CL
Our File No.: 17086

*Melvyn C. Solomon, B.A.Sc., LL.M. (Hon)****

Randa M. Rothbart, B.A., LL.B.

Mark L. Goodman, B.A., LL.B.

Avrum D. Slodownik, LL.B.

Nancy J. Tourgis, B.Sc., LL.B.

James P. McRaynolds, B.Comm., LL.B.

Raffaele Spataro, B.A.(Hon.), LL.B.

Matthew VaEtuttl, B.A., LL.B.

Cameron J. Wetmore, B.A.C.S., LL.B.

Ryan R. McKeen, B.A.(Hon.), LL.B.

Eric P. Boczl, B.A.(Hon.), LL.B.

*Member of the New York Bar ****

We wish to advise and put you on notice that the debt of Heenan Blaikie LLP in the above-noted matter (in the amount of \$6,149.48), has been assigned to our client, Niketo Co. Ltd.

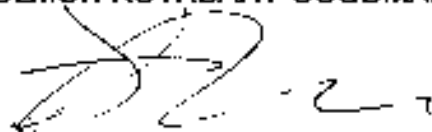
rsparano@srlegal.com

375 University Ave., Suite 701, Toronto, ON M5G 2P5
T 416 947.1093 F 416 947.0079

We ask that you ensure that the proof of claim with respect to the Heenan's debt is changed and amended to be the name of our clients, and that you provide notice of any steps in this proceeding to our firm as solicitors for a creditor (which notice, if by email, to be sent to both myself and Mr. Solomon – msolmon@srglegal.com).

Yours very truly,

SOLMON ROTHBART GOODMAN LLP



Raffaele Sparano
RS/caa

c.c John Salmas/ Heenan Blaikie LLP (via e-mail: jsalmas@heenan.ca)
Sara Van Allen (via e-mail: svanallen@heenan.ca)
Peter Gall (via e-mail: pgall@heenan.ca)

rsparano@srglegal.com

375 University Ave., Suite 701, Toronto, ON M5G 2J5

T 416 947.1093 F 416 947.0079

Confirmation Report - Memory Send

050

Time : Jan-15-13 03:15pm
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Name :

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Date : Jan-15 03:14pm
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Document pages : 03
Start time : Jan-15 03:14pm
End time : Jan-15 03:15pm
Pages sent : 03
Status : OK

Job number : 490 *** SEND SUCCESSFUL ***

SRG

Solman Rothbart Goodman LLP
BATTLESBORO

Matthew G. Solomon, Esq., LL.M. (Hon.)
Robert M. Rothbart, Esq., LL.M.
Ariel L. Goodman, Esq., LL.M.
Joseph D. Sidorovitch, Esq.
Henry J. Younger, Esq., LL.M.
James R. McDevitt, Esq., LL.M.
Kathleen Spence, Esq., LL.M.
MARCUS VERMILION, Esq., LL.M.
Catherine J. Brennan, Esq., LL.M.
Byron H. MacCorm, Esq. (Ret.), LL.M.
Eric A. Ward, Esq., LL.M.
Member of the New York Bar

FACSIMILE COVER SHEET

Date: January 15, 2013
Pages: 5 (including cover sheet)
If you do not receive all pages, please phone Corina Ando
Angeli at 416-947-1093

ATTENTION	FIRM NAME	PHONE NUMBER	FAX NUMBER
Mr. Matthew P. Gottlieb	Lax O'Sullivan Scott Liaus LLP	416-644-6353	416-688-3730

From: Raffaele Sparano
Re: NWT Uranium Corp. et al. ats Unique Broadband Systems
Inc.
File Number: 17086
Original To Follow: (X) no () by mail () by courier

This material is intended for use only by the individual or entity to whom it is addressed and should not be read by, or delivered to, any other person. This material may contain privileged or confidential information. The disclosure or other use of which by other than the intended recipient may result in the breach of certain laws or the infringement of rights of third parties. If you have received this facsimile in error, please telephone us immediately (collect if necessary) so that we can make arrangements for the return of this facsimile and any confirmation copy which you may receive by mail, at our expense.

Comments: Please refer to attached documents.

rsparano@srlegal.com
375 University Ave., Suite 704, Toronto, ON M5G 2J5
T 416 947-1093 F 416 947-0070

Confirmation Report - Memory Send

Time : Jan-15-13 03:17pm
Tel line :
Name :

Job number : 491
Date : Jan-15 03:14pm
To : +356+17086+4168627661
Document pages : 03
Start time : Jan-15 03:16pm
End time : Jan-15 03:17pm
Pages sent : 03 ---
Status : OK

Job number : 491

*** SEND SUCCESSFUL ***

SRGSolomon Rothbart Goodman LLP
BARRISTERS

Matthew L. Steinhilber, B.Sc., LL.B. (reg.)
Kandice M. Roodert, B.A., LL.B.
Mark L. Goodman, B.A., LL.B.
Aurora D. Steinhilber, LL.B.
Nancy E. Doughty, B.Sc., LL.B.
James P. McKeown, LL.B.
Raffaello Sparano, B.A. LL.B.
Matthew Weisheit, B.A., LL.B.
Christopher J. Weinberg, B.A., LL.B.
Ryck M. MacKenzie, B.A., LL.B.
Eric M. Burtel, B.A., LL.B.
Member of the New York Bar

FACSIMILE COVER SHEET

Date: January 15, 2013
Page(s): 3 (including cover sheet)
If you do not receive all pages, please phone Cordia Anca
Anghel at 416-847-1093

ATTENTION	FIRM NAME	PHONE NUMBER	FAX NUMBER
Mr. Patrick Shee	Gowling Lafleur Kenderson LLP	416-362-7390	416-862-7661

From: Raffaello Sparano
Re: NWT Uranium Corp. et al, et Unique Broadband Systems Inc.
File Number: 17086
Original To Follow: (X) no () by mail () by courier

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IN THE MATTER OF 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.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

(PROCEEDING COMMENCED AT TORONTO)

AFFIDAVIT OF JOHN ZORBAS
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