

**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

Dated: 22 January 2013

GOWLING LAFLEUR HENDERSON LLP
Barristers & Solicitors
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Solicitors for the Applicant

TO: THE SERVICE LIST

SERVICE LIST

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Solicitors for Douglas Reeson

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TAB 1

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") and UBS WIRELESS SERVICES INC. ("UBS Wireless" and, together with UBS, the "Applicants"), will make a motion to the Court on 23 January 2013 at 9:15 a.m., and thereafter as scheduled, at 361 University Avenue, Toronto, Ontario.

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

THE MOTION IS FOR:

1. An Order substantially in the form attached as **Schedule "A"**, *inter alia*, approving the sale of certain shares of LOOK Communications Inc. (the "**LOOK Shares**") owned by UBS Wireless to 2092390 Ontario Inc. (the "**Purchaser**") pursuant to an Asset Purchase Agreement between UBS Wireless and the Purchaser dated 14 January 2013 (the "**Sale Agreement**") and vesting the LOOK Shares in Canyon Creek Management Inc. free and clear as directed by the Purchaser pursuant to the Sale Agreement;
2. An Order approving the conduct and actions of the Monitor as described in the Monitor's Report to be filed in support of this Motion;

3. Extending the Stay Period as defined in the Order dated 5 July 2011 to 15 April 2013; and
4. Such further and other relief as counsel may advise and this Honourable Court may allow.

THE GROUNDS FOR THE MOTION ARE:

5. The grounds are set out in the Affidavit of Victor Wells sworn 22 January 2013.
6. The process leading to the proposed sale was reasonable in the circumstances, and was approved by the Court and the Monitor.
7. The proposed sale will permit the Applicants to complete the reorganization proceedings by, *inter alia*, determining the disputed claims against UBS on their merits in accordance with the on-going Court-mandated claims procedure.
8. The consideration to be received for the LOOK Shares is reasonable and fair, taking into account the market value of the LOOK Shares.
9. Sections 11.02 and 36 of the *Companies Creditors Arrangement Act*, R.S.C. 1985, c. C-36.
10. Circumstances that exist that make the extension of the Stay Period appropriate
11. The debtor companies have acted and are acting in good faith and with due diligence; and
12. 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 22 January 2013;

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

Dated: 22 January 2013

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)

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Solicitors for the Applicant

TAB A

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE M
JUSTICE

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DAY, THE DAY
OF JANUARY 2013

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.

A

APPROVAL AND VESTING ORDER

THIS MOTION, made by UBS Wireless Services Inc. (the "Vendor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Vendor and 2092390 Ontario Inc. (the "Purchaser") dated [Date] January 2013 and appended to the Affidavit of Victor Wells sworn 22 January 2013 (the "Affidavit"), and vesting in the Purchaser the Vendor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

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ON READING the Affidavit and the [Date] Report of Duff & Phelps Canada Restructuring Inc. in its capacity as monitor of the Vendor (the "Monitor") and on hearing the submissions of counsel for the Vendor, the Monitor and [Other Parties]:

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1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved. The execution of the Sale Agreement by the Vendor is hereby authorized and approved, and the Vendor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery to the Purchaser by the Vendor of a certificate substantially in the form attached as **Schedule "A"** (the "**Sale Certificate**"), all of the Vendor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "B"** shall vest absolutely in the Canyon Creek Management Inc., free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS AND DIRECTS** the Vendor to file with the Court a copy of the Sale Certificate, forthwith after delivery thereof.

4. **THIS COURT ORDERS** that the net proceeds from the sale of the Purchased Assets received by the Vendor shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Sale Certificate all Encumbrances shall attach to those net proceeds of sale with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Trustee and its 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 Trustee, as an officer of this Court, as may be necessary or

desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.

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Schedule A – Form of Sale Certificate

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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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.

A
SALE CERTIFICATE

RECITALS

A. Pursuant to an Order of the Court dated [Date] January 2013, the Ontario Superior Court of Justice approved the agreement of purchase and sale (the "**Sale Agreement**") between the Vendor and 2092390 Ontario Inc. (the "**Purchaser**") dated 14 January 2013 and provided for the vesting in Canyon Creek Management Inc. of the Vendor's right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement) which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Vendor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price (as defined in the Sale Agreement) for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Vendor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Vendor.

B. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE VENDOR CERTIFIES the following:

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1. The Purchaser has paid and the Vendor has received the Purchase Price for the Purchased Assets payable on the Closing pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Vendor and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Vendor at _____ [TIME] on _____, 2013.

UBS WIRELESS SERVICES INC.

Per: _____

Name: _____

Title: _____

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Schedule B – Purchased Assets**D**

[Redacted] Multiple Voting Shares of LOOK Communications Inc. (LOK.H)

[Redacted] Subordinate Voting Shares of LOOK Communications Inc. (LOK.K)

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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 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

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Solicitors for the Applicant

TAB 2

**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 VICTOR WELLS
(sworn 22 January 2013)**

I, VICTOR WELLS, of the Town of Oakville 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 am also one of the two members of a Special Committee of the UBS and UBS Wireless boards (the "**Special Committee**") that was struck to deal with the sale of shares of LOOK Communications Inc. (the "**LOOK Shares**") owned by UBS Wireless.
2. 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/them to be true. I have also reviewed relevant records, press releases and public filings as necessary, and rely on the information contained in those records, press releases, etc. and believe that information to be true.
3. This Affidavit is filed in support of a Motion brought by the Applicants seeking:
 - (a) an Order approving a transaction for the sale of approximately 50% of the LOOK Shares (the "**Purchased Assets**") to 2092390 Ontario Inc. (the

“**Purchaser**”) for cash consideration (the “**Sale Transaction**”) pursuant to an Asset Purchase Agreement dated 14 January 2013 (the “**Sale Agreement**”) and vesting the Purchased Assets in the Canyon Creek Management Inc.¹ free and clear of all claims and encumbrances;

- (b) an Order approving the actions and conduct of the Monitor as described in the Report that will be filed by Duff & Phelps Canada Restructuring Inc. (the “**Monitor**”) in its capacity as monitor of the Applicants detailing the process conducted by the Monitor that was approved by the Court on 9 November 2012 (the “**Sales Process**”), which resulted in the Sale Transaction; and
- (c) an Order extending the Stay Period as defined in the Initial Order dated 5 July 2011 to 15 May 2013.

I. Sale Transaction

- 4. A true copy of the Sale Agreement redacted to remove the purchase price is attached as **Exhibit “A”**.
- 5. The LOOK Shares are owned by UBS Wireless. UBS Wireless is a wholly-owned subsidiary of UBS.
- 6. The Sales Process was approved over the objection of Jolian Investments Limited (“**Jolian**”), Gerald McGoey, DOL Technologies Inc. (“**DOL**”) and Alex Dolgonos. A true copy of the Endorsement dated 9 November 2012 approving the Sales Process is attached as **Exhibit “B”**.
- 7. The details of the Sales Process and the offers submitted in the Sales Process will be described in a Report to be filed by the Monitor.

¹ The Purchaser has directed that the Purchased Assets be vested in Canyon Creek Management Inc., an affiliated company controlled by the same parent as the Purchaser.

8. The Applicants' boards of directors consist of me, Ambassador Kenneth Taylor and Robert Ulicki. Ambassador Taylor and I were appointed to the Applicants' boards in July of 2012 as a result of a settlement (the "**Dolgonos Settlement**") reached with Mr. Dolgonos, DOL and certain other companies affiliated with or related to Mr. Dolgonos (together "**Dolgonos**").
9. At the time the Dolgonos Settlement was entered into, Dolgonos owned approximately 20% of the issued and outstanding shares of UBS. It was a term of the Dolgonos Settlement that Dolgonos, *inter alia*, must "fully support" decisions made by the Applicants' boards. Pursuant to the Dolgonos Settlement, a disputed claim asserted against UBS by Mr. Dolgonos and a company controlled by him was settled and that claim was admitted at \$500,000.
10. As part of the Dolgonos Settlement, Ambassador Taylor and I were put forward by Dolgonos as acceptable independent directors whom Dolgonos would fully support. The settlement with Dolgonos is described in the Monitor's Ninth Report dated 5 July 2012 and was approved by the Court on 5 July 2012. True copies of the Dolgonos Settlement and the Order approving the Dolgonos Settlement are attached as **Exhibit "C"**.
11. The Sale Transaction was, after consulting with the Monitor and based on the Monitor's recommendation, approved by the Special Committee.
12. As described in the Monitor's Report filed in support of the Motion seeking to have the Sales Process approved, Mr. Ulicki advised the Monitor and the Applicants that he might wish to submit an offer in the Sales Process. Mr. Ulicki was, as a result, not appointed as a member of the Special Committee, did not see any of the offers submitted in the Sales Process and was not involved in any of the deliberations or discussions with respect to the Sales Process or the sale of LOOK Shares. Mr. Ulicki played no role in the Sales Process.
13. I had no discussions whatsoever with Mr. Ulicki with respect to the Sales Process or with respect to the offers submitted through the Sales Process. I am advised by Ambassador

Taylor, and verily believe, that he had no discussions with Mr. Ulicki with respect to the Sales Process or the offers submitted through the Sales Process.

14. While Mr. Ulicki did not participate in the Sales Process, he and a business partner indicated publicly that they intend to make a partial take-over bid in respect of LOOK (the “**Ulicki Bid**”). A true copy of a 18 December 2012 press release from LOOK with respect to the Ulicki Bid is attached as **Exhibit “D”**.
15. Mr. Ulicki and his business partner requested a meeting with UBS so that they could explain to UBS, as a significant indirect shareholder of LOOK, the Ulicki Bid and their going-forward plans for LOOK. Ambassador Taylor and I met with Mr. Ulicki and his business partner so that they could make a presentation to us concerning the Ulicki Bid. The Monitor attended that meeting. No discussion relating to the Sales Process took place at this meeting.
16. When considering the offers submitted in the Sales Process, the Special Committee considered;
 - (a) UBS' cash requirements going forward and the challenges of raising cash from another source;
 - (b) the purchase price being offered per LOOK Share;
 - (c) the quantum of the proceeds to be received by UBS from the proposed transaction based on the number of LOOK Shares being sold;
 - (d) the uncertainty facing LOOK and the desire to retain some LOOK Shares in the event that the LOOK Shares do increase in value, but the desire to “hedge” against a reduction in the value of LOOK Shares; and
 - (e) the complexity of the proposed transaction.
17. Based on these criteria, and the recommendation of the Monitor, the Special Committee selected the Sale Transaction as representing the highest and best offer submitted in the Sales Process. There was one other offer that provided the same purchase price per share

as the Sale Transaction, but that offer was for slightly fewer shares thereby resulting in the Sale Transaction providing slightly greater proceeds to UBS Wireless. On that basis, it was determined that the Sale Transaction was more favourable.

18. Based on UBS' anticipated cash flow needs, UBS requires further cash to complete the CCAA proceedings. If UBS Wireless does not sell the Purchased Assets, there is a serious risk that it will not have the financial resources to complete the CCAA process.
19. The costs to date of the CCAA process have been significant, due largely to the fact that Julian, Mr. McGoe, DOL and/or Mr. Dolgonos have opposed almost every step that the Applicants have taken and have engaged in litigation at every opportunity.
20. Other avenues to raise the cash necessary to complete the CCAA proceedings have been considered.
21. In December of 2012, I approached the Chair of the LOOK board with respect to the possibility of dividend being paid to LOOK shareholders, including UBS Wireless. While he did not reject my request, he was not able to commit to LOOK paying a dividend at any time in the immediate future. I do not believe that it is reasonable to expect that LOOK will issue a dividend to its shareholders in the immediate future.
22. The other option for UBS to raise cash would be to tender all of some of the LOOK Shares into a take-over bid for LOOK. There is, however, no certainty that any take-over bid(s) for LOOK will close or as to the amount that UBS would receive in any take-over bid for LOOK. I note that the purchase price per share being offered in the Ulicki Bid is lower than what is being paid in the Sale Transaction.
23. UBS Wireless could also sell LOOK Shares into the market. The shares of LOOK are, however, currently trading at less than the purchase price that will be realized for the Purchased Assets under the Sale Transaction. I also note that the market for LOOK shares is somewhat illiquid and I am concerned that an attempt to generate cash for UBS through the sale of the LOOK Shares would drive down the LOOK share price.

24. LOOK is involved in litigation with, *inter alia*, Mr. Dolgonos and Mr. McGoey to recover money that LOOK asserts was improperly paid to various persons, including Mr. Dolgonos and Mr. McGoey. The outcome of that litigation could have an impact on the value of the LOOK Shares. It will, however, be some considerable period of time before the litigation initiated by LOOK is resolved. The Sale Transaction allows UBS Wireless to realize value for some of the LOOK Shares to mitigate against a reduction in the value of the LOOK Shares while retaining some LOOK Shares in the event that the value of LOOK appreciates, ex. if LOOK is successful in the litigation or pursues a strategic transaction of some sort.
25. The Sale Transaction provides for the sale of less than a 20% interest in LOOK. The Purchaser is, as a result, not required to make a take-over bid for LOOK.
26. The Purchaser is at arms' length to the Applicants and LOOK. It is not a shareholder of UBS or LOOK and has no relationship with the current or former directors or directors of the Applicants or LOOK.
27. The LOOK Shares subject to the Sale Transaction are owned by UBS Wireless and represent approximately 50% of UBS Wireless' total holdings of LOOK shares and represent less than 50% of the Applicant's total assets, based on value.
28. UBS Wireless is a wholly owned subsidiary of UBS and UBS, as the sole shareholder of UBS Wireless, has approved the Sale Transaction.
29. Under the applicable rules of the TSX Venture Exchange (the "TSXV"), the Applicants require TSXV the approval to complete the Sale Transaction. The Applicants filed the required form with the TSXV and submitted a written request that the TSXV confirm its approval of the Sale Transaction.
30. The only condition to the Sale Transaction, aside from any required regulatory approvals, is the making of an order by the Court approving the transaction and vesting the LOOK

Shares being purchased in the purchaser or as directed by the purchaser free and clear of all claims and encumbrances.

31. The deposit provided for by the Sale Agreement has been paid and is being held by the Monitor's counsel in trust. The Purchaser will pay the remainder of the purchase price provided for by the Sale Agreement in cash on closing, which will take place immediately following the making of an Order approving the Sale Transaction.
32. Until January of 2013, companies controlled by Mr. Dolgonos and party to the Dolgonos Settlement owned approximately 20% of the shares of UBS. On or about 7 January 2013, Dolgonos sold approximately half of the shares of UBS owned by Dolgonos to Niketo Ltd. ("**Niketo**"). Niketo is a wholly owned subsidiary of NWT Uranium Corp. ("**NWT**"). NWT is a junior natural resource company whose shares are traded on the TSXV and the Frankfurt Stock Exchange. The company describes itself on its website as "an emerging international exploration company with an experienced management team". Based on the company's website and financial documents, NWT owns interests in a number of mining exploration companies and properties.
33. True copies of the press releases and Early Warning Reports in respect of the transaction(s) between Niketo and Dolgonos are attached as **Exhibit "E"**.
34. I understand from a press release issued by NWT on 8 January 2013, a true copy of which is attached as **Exhibit "F"**, that Niketo has an agreement with Dolgonos to acquire almost all of the remaining shares of UBS owned by Dolgonos.
35. Niketo submitted an offer in the Sales Process to acquire all of the LOOK Shares. Niketo's offer was considered by the Special Committee and rejected on the basis that it was not as favourable as other offers submitted in the Sales Process, including the offer that ultimately resulted in the Sale Transaction.
36. I am advised by Mr. Patrick Shea, counsel to the Applicants, and verily believe, that on 9 January 2013, Niketo appeared in Court and advised that they intended to put forward a

plan of compromise or arrangement in respect of the Applicants². Attached as **Exhibit "G"** is a true copy of a document that Niketo filed with the Court on 9 January 2013 describing its proposed plan for the Applicants.

37. Pursuant to a letter dated 15 January 2013, a true copy of which is attached as **Exhibit "H"**, Niketo advised the Applicants and the Monitor that it had acquired the claim of Heenan Blaikie LLP ("**Heenan**") against UBS. Heenan is a creditor of UBS only and is owed approximately \$6,000 in respect of legal services provided to UBS. A true copy of the Assignment of Claim Agreement between Heenan, and NWT and Niketo is attached as **Exhibit "I"**.
38. Niketo has not produced to the Applicants even a draft a form of plan of compromise or arrangement. I have met with representatives of Niketo and NWT twice and spoke to a representative of Niketo on the telephone once to discuss their plans for UBS. To date, there has no written proposal presented to the Applicants and no substantive information was provided with respect to Niketo's and NWT's plans for UBS beyond what is set forth in Exhibit F, aside from the fact that they are content to have Ambassador Taylor and I remain on the UBS board going forward.
39. On 8 January 2013, NWT announced that Niketo will make a partial take-over bid for LOOK (the "**Niketo Bid**"). A true copy of the press releases issued by NWT announcing the Niketo Bid and a press release from LOOK 11 January 2013 issued in connection with the Niketo Bid are attached as **Exhibit "J"**.
40. The per share price offered under the Niketo Bid (and the Ulicki Bid) is lower than what is being paid by the Purchaser under the Sale Transaction.
41. While the Ulicki Bid and the Niketo Bid were not submitted as part of the Sales Process, the fact that there were take-over bids being made for LOOK was something that the Special Committee considered in assessing the offers submitted in the Sales process. In

² Mr. Shea has also advised me that counsel to Niketo appeared in Court in December of 2012 to advise that they had acquired shares of UBS and would be bringing a Motion to add representatives to the UBS board or seek leave to requisition a meeting of UBS' shareholders.

particular, the Special Committee considered whether UBS should reject all of the offers submitted in the Sales Process and wait to see what became of the various take-over bids for LOOK. This option was rejected due primarily to the uncertainty that any take-over bid for LOOK would be completed and the uncertainty surrounding what UBS would receive by way of proceeds in any take-over bid for LOOK that was ultimately completed.

42. As at the date of this Affidavit, no formal takeover bid has been launched in respect of LOOK by any party.

II. Extension of the Stay Period

43. The Stay Period currently expire on 1 February 2013.
44. I am advised by Mr. Ulicki, and verily believe, that prior to the appointment of Ambassador Taylor and me to the Applicants' boards, the UBS board considered the form and structure of a plan of compromise in respect of UBS. This is described in Mr. Ulicki's Affidavit sworn on 20 January 2012. Since Ambassador Taylor and I have become directors of the Applicants, the UBS board has given further consideration to the structure of a plan of compromise or arrangement for UBS. The general structure of the plan that has been discussed by the UBS board to date involves: (a) paying the claims of all creditors in cash; (b) making a distribution to UBS' shareholder in cash and/or shares of LOOK in-kind, depending on the value of the equity in UBS after paying the claims of creditors³; and (c) consolidating the shares of UBS to reduce the number of shares outstanding. What will result from the implementation of such a plan is a "clean" public shell with a limited amount of cash and tax losses.

³ Some UBS shareholders hold such a small number of shares that a distribution of LOOK shares to those shareholders will not be possible.

- 45. The ability of the Applicants to present a formal reorganization plan is, ultimately, dependent on the determination of the disputed claims being asserted by Jolian and Mr. McGoey (the “**Jolian Claim**”) on its merits. The quantum of the Jolian Claim is such that it will, if valid, have a significant impact on the ability of UBS to present a viable reorganization plan. The Jolian Claim is for an amount greater than the value of the Applicants’ assets and dwarfs the other (admitted) claims against UBS – there are no claims against UBS Wireless. The UBS board has, however, considered the Jolian Claim and believes that it is without merit. For that reason, the determination of the Jolian Claim on its merits is essential to the reorganization of UBS.
- 46. The Jolian Claim will be determined at a trial that is scheduled to begin on 18 February 2013.
- 47. The extension of the Stay Period will permit the trial of the Jolian Claim to take place. Once the Jolian Claim is determined, UBS will be in a position to move forward with the reorganization.

SWORN before me at the City of Toronto
in the Province of Ontario, this 22 day of
January 2013

Commissioner for Taking Affidavits or Notary



VICTOR WELLS

TAB A

**THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF
VICTOR WELLS, SWORN BEFORE ME ON
JANUARY 22, 2013**



A COMMISSIONER FOR TAKING OATHS

EXECUTION COPY**AGREEMENT OF PURCHASE AND SALE**

THIS AGREEMENT OF PURCHASE AND SALE, dated as of 14 January 2013 by and between 2092390 Ontario Inc. (the "**Purchaser**") and UBS Wireless Services Inc. (the "**Vendor**").

WHEREAS Vendor is a debtor company subject to proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (Canada).

AND WHEREAS the Ontario Superior Court of Justice made an Order authorizing Duff & Phelps Canada Restructuring Inc. in its capacity as monitor of the Vendor appointed in the CCAA Proceedings to conduct a process to market for sale the shares of LOOK Communications Inc. owned by the Vendor (the "**LOOK Shares**").

AND WHEREAS the Purchaser has submitted an offer to purchase the Purchased Assets, which consists of approximately 50 per cent of the LOOK Shares from the Vendor in return for the Purchase Price and subject to the terms and conditions of this Agreement.

AND WHEREAS the Vendor wishes to sell the Purchased Assets to the Purchaser in return for the Purchase Price subject to the terms and condition of this Agreement.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions. In this Agreement, capitalized terms not otherwise defined shall have the following meanings:

"**Agreement**" means this Agreement of Purchase and Sale;

"**Approval Order**" means the Order substantially in the form attached hereto as **Schedule "A"** vesting the Purchased Assets in the Purchaser on the delivery of the Sale Certificate;

"**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in Ontario;

"**Closing Date**" means the next Business Day following the date the Approval Order is made or such other date as the parties may agree in writing;

"**Deposit**" means the sum of \$568,260 to be paid by the Purchaser to the Escrow Agent to be held by the Escrow Agent pursuant to the Escrow Agreement;

"**Escrow Agent**" means Lax O'Sullivan Scott Lisus LLP;

"Escrow Agreement" means an Escrow Agreement substantially in the form attached as **Schedule "B"** pursuant to which the Deposit will be held in escrow by the Escrow Agent;

"Purchased Assets" means the quantum of LOOK Shares described on the attached **Schedule "C"**;

"Purchase Price" means the amount of _____ be paid by the Purchaser for the Purchased Assets;

"Sale Certificate" means the certificate referenced in the Approval Order;

"Time of Closing" means 2:00 p.m. on the Closing Date or such other time on the Closing Date as the parties may agree upon in writing.

1.2 Headings and Table of Contents. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Number and Gender. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.4 Statute References. Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

1.5 Section and Schedule References. Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement.

1.6 Schedules. The following Schedules are attached to and form part of this Agreement:

Schedule "A" – Approval Order
Schedule "B" – Escrow Agreement
Schedule "C" – Purchased Assets

1.7 Currency. All dollar amounts specifically referred to in this Agreement are in Canadian Dollars.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale. Subject to the terms and conditions hereof, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser hereby agrees to purchase from the Vendor all of the Vendor's right, title and interest in and to the Purchased Assets, free and clear of all liens, claims and encumbrances pursuant to the Approval Order.

2.2 As Is, Where Is. The Purchaser acknowledges and agrees that the Purchased Assets are purchased on an "as is, where is" and "without recourse" basis and that it is relying entirely on its

own investigations and inquiries in proceeding with the transactions contemplated by this Agreement.

2.3 Taxes. The Purchaser will be liable for and pay any taxes, duties and fees whatsoever which are payable in connection with the transactions herein at the Time of Closing.

2.4 Assumption of Liabilities. The Purchaser shall not assume any liabilities of the Vendor.

ARTICLE 3 PURCHASE OF PROPERTY

3.1 Purchase Price. The Purchase Price paid by the Purchaser for the Purchased Assets shall be \$3,788,400 plus any applicable taxes.

3.2 Deposit. The Deposit shall be paid by the Purchaser to the Escrow Agent by 2 p.m. EST on 14 January 2013 by certified cheque, bank draft or wire transfer. The Deposit will be held, and disbursed, by the Escrow Agent only in accordance with the Escrow Agreement and this Agreement.

3.3 Payment of Purchase Price. The Purchase Price to be paid by the Purchaser to the Vendor for the Purchased Assets shall be satisfied as follows:

- (a) the Deposit, plus any accrued interest, shall be paid by the Escrow Agent to the Vendor by certified cheque, bank draft or wire transfer at the Time of Closing; and
- (b) the balance of the Purchase Price, after taking into account the Deposit and any accrued interest, shall be paid by the Purchaser to the Vendor by certified cheque, bank draft or wire transfer at the Time of Closing.

ARTICLE 4 CLOSING ARRANGEMENTS

4.1 Time and Place of Closing. The completion of the sale of the Purchased Assets to the Purchaser will take place on the Closing Date at the Time of Closing at the offices of Gowling Lafleur Henderson LLP, 100 King Street West, Suite 1600, Toronto, Ontario, or such other place as may be agreed upon in writing by the parties.

4.2 Closing Deliveries by the Vendor. At the Time of Closing the Vendor shall execute (where required) and deliver to the Purchaser all deeds, conveyances, bills of sale, and assignments as may be reasonably necessary to transfer its right, title and interest in and to the Purchased Assets to the Purchaser in the manner contemplated by this Agreement including, without limitation, the issued Approval Order and executed Sale Certificate;

4.3 Closing Deliveries by the Purchaser. At the Time of Closing the Purchaser shall pay to the Vendor the remainder of the Purchase Price after taking into account the Deposit and any

interest accrued on the Deposit to the Vendor: The Purchaser shall deliver any directions required by the Escrow Agent in connection with the payment by the Escrow Agent to the Vendor of the Deposit plus any accrued interest in accordance with Paragraph 3.3(a).

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Vendor. The Vendor represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated by this Agreement, as follows:

- (a) subject to the making of the Approval Order and the Vendor obtaining any other required approvals or consents, it has the authority to accept this Agreement and to sell its right, title and interest in and to the Purchased Assets, and that this Agreement is duly and validly executed and delivered by the Vendor;
- (b) it has done no act to encumber the Purchased Assets save and except as disclosed by the Vendor to the Purchaser; and
- (c) it is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).

5.2 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the Vendor, and acknowledges that the Vendor is relying on such representations and warranties in connection with the transactions contemplated by this Agreement, as follows:

- (a) it is a corporation duly incorporated, organized and subsisting under the laws of Canada, Ontario or another province of Canada;
- (b) it has the corporate power and authority to enter into and perform its obligations under this Agreement and all necessary actions and approvals have been taken or obtained by the Purchaser to authorize the creation, execution, delivery and performance of this Agreement and this Agreement has been duly executed and delivered by the Purchaser, and this Agreement is enforceable against the Purchaser in accordance with its terms; and
- (c) it is not a non-Canadian for the purpose of the *Investment Canada Act* (Canada) and it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

5.3 Purchaser's Acknowledgements. The Purchaser hereby acknowledges and agrees as follows:

- (a) it is satisfied with the Purchased Assets and all matters and things connected therewith or in any way related thereto;
- (b) it is relying entirely upon its own investigations and inquiries in entering into this Agreement;

- (c) it is purchasing the Purchased Assets on an "as is, where is" basis; and
- (d) the Vendor and the Monitor have made no representations or warranties with respect to or in any way related to the Purchased Assets,

and the Vendor hereby waives any and all statutory or other rights that it might have in connection with the sale, transfer or assignment of the Purchased Assets by the Vendor under any securities or other applicable legislation.

ARTICLE 6 CONDITIONS OF CLOSING

6.1 Conditions of the Purchaser. The obligation of the Purchaser to complete the purchase of the Purchased Assets is subject to the following conditions being fulfilled, or performed:

- (a) all representations and warranties of the Vendor contained in this Agreement shall be true and correct as of the Closing Date with the same effect as though made on and as of that date; and
- (b) the Vendor shall have complied with and performed all of its covenants and obligations contained in this Agreement required to be performed on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Purchaser, and any condition may be waived by it in whole or in part. Any waiver of these conditions is only binding on the Purchaser if it is made in writing. If the Purchaser refuses to waive one of the foregoing conditions and such condition cannot be complied with by the Vendor, then the Purchaser may, on notice in writing to the Vendor and the Monitor, elect to terminate the Agreement and not proceed with the purchase of the Purchased Assets.

6.2 Conditions of the Vendor. The obligation of the Vendor to complete the sale of the Purchased Assets to the Purchaser is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true and correct as of the Closing Date with the same effect as though made on and as of that date; and
- (b) the Purchaser shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Vendor, and any condition may be waived by the Vendor in whole or in part. Any waiver of these conditions is only binding on the Vendor if it is made in writing. If the Vendor refuses to waive one of the foregoing conditions and such condition cannot be complied with by the Purchaser, then the Vendor may, on notice in writing to the Purchaser and the Monitor, elect to terminate the Agreement and not proceed with the purchase of the Purchased Assets.

6.3 Conditions of the Purchaser and the Vendor. The obligations of the Purchaser and the Vendor to complete the transaction contemplated by this Agreement are subject to the following conditions being fulfilled, or performed:

- (a) the Approval Order shall have been made on proper notice to all persons with an interest in the Purchased Assets and such other persons as the Purchaser may direct to the Vendor in writing by no later than 15 February 2013 or such later date as the Vendor and the Purchaser may agree in writing; and
- (b) any approvals or consents legally required for the Vendor to sell, transfer and assign the Purchased Assets to the Purchaser shall have been obtained by the Vendor by no later than the Closing Date.

The foregoing conditions are for the mutual benefit of the Purchaser and the Vendor and may not be waived in whole or in part by either party. If the foregoing conditions cannot be complied with, this Agreement is terminated.

6.4 HST Registration. The Purchaser agrees and confirms that it will be, at the time of Closing, a registrant under Part IX of the *Excise Tax Act* (Canada) and that it will provide the Vendor with its registration number prior to Closing.

6.5 Termination. Except as otherwise provided herein, if either the Purchaser or the Vendor terminates this Agreement pursuant to Articles 6.1, 6.2 or 6.3:

- (a) all the obligations of both the Purchaser and the Vendor pursuant to this Agreement shall be at an end;
- (b) the Purchaser shall be entitled to have the Deposit and any interest accrued on the Deposit returned without deduction; and
- (c) neither party shall have any right to specific performance or other remedy against, or any right to recover damages or expenses from the other.

6.6 Breach by Purchaser. If the Purchaser fails to complete the transaction contemplated by this Agreement, other than as a result of the failure of the conditions set forth in Section 6.1 or Section 6.3 being satisfied, then the Vendor shall be entitled to terminate this Agreement and retain the Deposit (including interest thereon) as liquidated damages, but shall have no further remedies as against the Purchaser. All the obligations of both the Purchaser and the Vendor pursuant to this Agreement shall be at an end.

ARTICLE 7 APPROVALS

7.1 Approval Order and other Approvals. The Vendor covenants and agrees to apply for, and use its commercially reasonably best efforts to obtain, the Approval Order and any other approvals required to complete the sale, transfer or assignment of the Purchased Assets to the Purchaser.

**ARTICLE 8
GENERAL MATTERS**

8.1 Non-Solicitation. The Vendor shall not directly or indirectly through any representative solicit or accept any proposals or offers regarding the acquisition of the Purchased Assets.

8.2 Confidentiality. The Vendor and the Purchaser shall keep confidential all information and documents pertaining to this transaction which may have been or may hereafter be exchanged between them or their representatives or may have been retained by the Vendor and the Purchaser except for such information and documents as are available to the public, required to be disclosed by applicable law or court order, or as required to be disclosed by the CCAA Proceedings, if applicable.

8.3 Notices. Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (a) delivered personally, (b) sent by prepaid courier service, or (c) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address set out below:

If to the Purchaser, to:

2092390 Ontario Inc.
734 Huron Street
Toronto ON M4V 2W3

Attention: Andrew Kim
Fax: (416) 946-1473

If to Vendor, to:

c/o Gowling Lafleur Henderson LLP
1 First Canadian Place, Suite 1600
Toronto ON M5X 1G4

Attention: E. Patrick Shea
Fax: (416) 861-7661

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery, if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent prior to 4:30 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.

8.4 Time of Essence. Time shall be of the essence of this Agreement in all respects.

8.5 Further Assurances. The Vendor shall, at the expense of the Purchaser, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the Purchaser may reasonably require, for the purposes of giving effect to this Agreement.

8.6 Successors and Assigns. This Agreement shall enure to the benefit of, and be binding on, the Vendor and its successors and permitted assigns, and the Purchaser and its heirs, administrators, executors, successors and permitted assigns. The Purchaser shall not be entitled to assign its rights or obligations hereunder without the prior written consent of the Vendor. The Purchaser may direct in writing that the Approval Order vest the Purchased Assets in another person or entity. The Purchaser hereby directs that the Purchased Assets be vested in Canyon Creek Management Inc.

8.7 Amendment. No amendment of this Agreement will be effective unless made in writing and signed by the parties.

8.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, terms and conditions of sale issued by the Vendor, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

8.9 Waiver. A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

8.10 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

8.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed, or email attachment form and the parties adopt any signatures received by a receiving fax machine or email system as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed or emailed.

8.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Ontario contract.

8.13 Attornment. Each party agrees (a) that any action or proceeding relating to this Agreement shall be brought in the Commercial List of the Ontario Superior Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of such court; (b) that it irrevocably waives any right to, and shall not, oppose any such Ontario action or proceeding on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from an Ontario court as contemplated by this section.

8.14 Fees and Costs. The Purchaser shall be solely responsible for its own fees and costs including, without limitation, the fees of any agent(s) engaged by the Purchaser.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered these presents as of the date first above written.

2092390 ONTARIO INC.

Per: Andrew Kim
Name: Andrew Kim
Title: President

UBS WIRELESS SERVICES INC.

Per: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered these presents as of the date first above written.

2092390 ONTARIO INC.

Per: _____

Name:

Title:

UBS WIRELESS SERVICES INC.

Per:  _____

Name: *VICTOR WAPLES*

Title:

EXECUTION COPY**SCHEDULE "A"****Approval Order**

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

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**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE M
JUSTICE

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DAY, THE DAY
OF JANUARY 2013

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.

APPROVAL AND VESTING ORDER

THIS MOTION, made by UBS Wireless Services Inc. (the "Vendor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Vendor and 2092390 Ontario Inc. (the "Purchaser") dated [Date] January 2013 and appended to the Affidavit of [Name] sworn [Date] January 2013 (the "Affidavit"), and vesting in the Purchaser the Vendor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit and the [Date] Report of Duff & Phelps Canada Restructuring Inc. in its capacity as monitor of the Vendor (the "Monitor") and on hearing the submissions of counsel for the Vendor, the Monitor and [Other Parties]:

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1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved. The execution of the Sale Agreement by the Vendor is hereby authorized and approved, and the Vendor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery to the Purchaser by the Vendor of a certificate substantially in the form attached as **Schedule "A"** (the "**Sale Certificate**"), all of the Vendor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "B"** shall vest absolutely in the Canyon Creek Management Inc., free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS AND DIRECTS** the Vendor to file with the Court a copy of the Sale Certificate, forthwith after delivery thereof.

4. **THIS COURT ORDERS** that the net proceeds from the sale of the Purchased Assets received by the Vendor shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Sale Certificate all Encumbrances shall attach to those net proceeds of sale with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Trustee and its 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 Trustee, as an officer of this Court, as may be necessary or

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desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.

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Schedule A – Form of Sale Certificate

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.**

SALE CERTIFICATE

RECITALS

A. Pursuant to an Order of the Court dated [Date] January 2013, the Ontario Superior Court of Justice approved the agreement of purchase and sale (the "**Sale Agreement**") between the Vendor and 2092390 Ontario Inc. (the "**Purchaser**") dated [Date] January 2013 and provided for the vesting in Canyon Creek Management Inc. of the Vendor's right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement) which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Vendor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price (as defined in the Sale Agreement) for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Vendor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Vendor.

B. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE VENDOR CERTIFIES the following:

- 2 -

1. The Purchaser has paid and the Vendor has received the Purchase Price for the Purchased Assets payable on the Closing pursuant to the Sale Agreement;

2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Vendor and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Monitor.

4. This Certificate was delivered by the Vendor at _____ [TIME] on _____, 2013.

UBS WIRELESS SERVICES INC.

Per: _____

Name: _____

Title: _____

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SCHEDULE "B"
Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of 12 January 2013 (the "**Escrow Agreement**"), by and between 2092390 Ontario Inc. (the "**Purchaser**"), UBS Wireless Services Inc. (the "**Vendor**"), Duff & Phelps Canada Restructuring Inc. (the "**Monitor**") and Lax O'Sullivan Scott Lisus LLP (the "**Escrow Agent**").

WHEREAS the Purchaser has, pursuant to an Offer dated 9 January 2013 submitted in a sales process undertaken by the Monitor, offered to purchase certain of the shares of LOOK Communications Inc. owned by the Vendor (the "**Shares**") on an "as is, where is" basis and without any representations or warranties by the Vendor or the Monitor (the "**Transaction**") subject to the approval of the Transaction by the Ontario Superior Court of Justice (the "**Court**"), a Court order vesting the Shares in the Purchaser in a form substantially similar to the Court's model vesting order, and any other required approvals.

AND WHEREAS the Vendor has agreed to accept the Purchaser's offer subject to:

- (a) payment by the Purchaser of a deposit equal to \$568,260 (the "**Deposit**") by no later than 2:00 pm EST (Toronto time) on 14 January 2013, or as soon thereafter as the Purchaser and Vendor may agree, to be held in escrow by the Escrow Agent;
- (b) execution of an agreement of purchase and sale between the Purchaser and the Vendor in a form acceptable to the Purchaser, Vendor and the Monitor, and consistent with insolvency transactions of this nature, including, without limitation, the fact that the Transaction is on an "as is, where is" basis and no representations or warranties are being provided by the Vendor or the Monitor (the "**Asset Purchase Agreement**"); and
- (c) approval of the Transaction by the Court and any other required approvals.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and promises contained in this Escrow Agreement, the parties hereto agree as follows:

1. Designation of the Escrow Agent

- 1.1 The Purchaser, the Vendor and the Monitor hereby designate the Escrow Agent to act as escrow agent for the purposes of this Escrow Agreement and to hold the Deposit in escrow on the terms and conditions set out in this Escrow Agreement.
- 1.2 The Escrow Agent hereby agrees to act as the escrow agent and to hold the Deposit in escrow on the terms and conditions set out in this Escrow Agreement.
- 1.3 In discharging its duties under this Escrow Agreement, the Escrow Agent shall have regard only to the provisions hereof and no other agreement, document or instrument.

2. Delivery of Funds

- 2.1 The Purchaser will deliver the Deposit to the Escrow Agent to be held in escrow. The Escrow Agent agrees to: (a) deposit and hold the Deposit in an interest-bearing trust account for the benefit of the Purchaser and the Vendor; and (b) release the Deposit subject to and in accordance with the terms of this Escrow Agreement.

3. Instructions to the Escrow Agent

- 3.1 The Deposit shall be disbursed and dealt with by the Escrow Agent in accordance with this Escrow Agreement. The Escrow Agent acknowledges that it has no interest whatsoever in the Deposit, except in its capacity as escrow agent appointed pursuant to this Escrow Agreement.
- 3.2 The Deposit shall not be disbursed or released from escrow except pursuant to the terms of this Escrow Agreement.
- 3.3 The Escrow Agent shall release or disburse the Deposit, and any accrued interest, only as follows:
- (a) pursuant to a joint direction signed by the Vendor, the Purchaser and the Monitor ("**Joint Direction**"); or
 - (b) in accordance with any a final non appealable order of the Court provided that any such court order shall be accompanied by a legal opinion of counsel for the presenting party to the effect that the order is final and non appealable.
- 3.4 The Purchaser, the Vendor and the Monitor agree that in the event of any dispute under this Escrow Agreement including, without limitation, a dispute with respect to the release or disbursement of the Deposit, the Escrow Agent shall have the right to pay the Deposit into Court until such dispute is resolved and a Joint Direction is delivered to the satisfaction of the Escrow Agent or an order directing a disbursement or release of the Deposit is obtained from the Court.

4. Escrow Agent's Fees and Expenses

- 4.1 The Monitor shall be liable to pay to the Escrow Agent: (a) its reasonable fees for acting as the Escrow Agent; and (b) the Escrow Agent's reasonable out-of-pocket expenses and disbursements including, without limitation, reasonable legal fees and disbursements incurred as a result of consulting independent counsel, if necessary, as to its obligations under this Escrow Agreement.

5. Limitations on Duties and Liabilities of the Escrow Agent

- 5.1 The acceptance by the Escrow Agent of its duties and obligations under this Escrow Agreement is subject to the following terms and conditions, which the parties to this Escrow Agreement hereby agree shall govern with respect to the Escrow Agent's rights, duties, liabilities and immunities:

- (a) the Escrow Agent shall not be liable or accountable for any loss or damage whatsoever including, without limitation, loss of profit, to any person caused by the performance or failure to perform by it of its responsibilities under this Escrow Agreement, save only to the extent that such loss or damage is attributable to: (i) the gross negligence or wilful misconduct of the Escrow Agent; (ii) wilful failure of the Escrow Agent to comply with its obligations under this Escrow Agreement; or (iii) any action taken or omitted to be taken by the Escrow Agent in bad faith;
- (b) the Escrow Agent shall have no duties except those which are expressly set forth herein and shall not be bound by any notice of a claim or a demand with respect thereto or any waiver, modification, amendment, termination or rescission of this Escrow Agreement unless received by it in writing and signed by all of the parties hereto (or, in the case of a waiver, the party so waiving) other than the Escrow Agent and is in a form reasonably satisfactory to the Escrow Agent;
- (c) the Escrow Agent shall be protected in acting upon any certificate, written notice, request, waiver, consent, receipt, statutory declaration or other paper or document furnished to it and signed by the parties or on their behalf that the Escrow Agent in good faith believes to be genuine in what it purports to be, and, without limiting the generality of the foregoing, the Escrow Agent shall be entitled to assume the due authorization and execution of all documents submitted to it, the genuineness of all signatures, the authenticity of all documents submitted to it and the conformity to authentic original documents of all documents submitted to it as certified, conformed or photostatic copies or facsimiles thereof, and shall be entitled to act in accordance with any written instructions given it hereunder and believed by it to have been signed by the proper parties;
- (d) the Escrow Agent shall not be liable for or by reason of any statements of fact or recitals in this Escrow Agreement and shall not be required to verify the same;
- (e) nothing in this Escrow Agreement shall impose any obligation on the Escrow Agent to see to or require evidence of the registration or filing or recording (or renewal thereof) of this Escrow Agreement, or any instrument ancillary or supplemental thereto, or to procure any further, any other or additional instrument or further assurance except to the extent reasonably appropriate or necessary consistent with its duties;
- (f) in the exercise of its rights and duties hereunder, the Escrow Agent shall not be in any way responsible for the consequence of any breach on the part of a party hereto of any of their respective covenants herein contained or of any acts of the agents or servants of any of them except to the extent attributable to or caused by the Escrow Agent's gross negligence, bad faith or wilful misconduct;
- (g) the Escrow Agent shall retain the right not to act and shall not be held liable for refusing to act unless it has received clear and reasonable documentation consistent with the terms of this Escrow Agreement;

- (h) if any controversy arises between the parties to this Escrow Agreement, or with any other party, concerning the subject matter of this Escrow Agreement, its terms or conditions, the Escrow Agent will not be required to determine the controversy or to take any action regarding it and shall be entitled at its option to refuse to comply with any or all demands whatsoever until the dispute is settled either by agreement amongst the parties or by the Court; and
 - (i) the Escrow Agent may resign its agency hereunder by giving to the Purchaser, the Vendor and the Monitor five (5) days written notice of its resignation, or such shorter period as such parties shall accept as sufficient and in the event the Escrow Agent resigns, the Deposit shall be paid to the Court.
- 5.2 No implied duties or obligations of the Escrow Agent shall be read into this Escrow Agreement except as required by applicable law.
- 5.3 Payments or transfers made by the Escrow Agent hereunder shall be duly made if paid by certified cheque, trust cheque or bank draft.
- 6. Discharge of the Escrow Agent**
- 6.1 The Escrow Agent shall be discharged from any further duties or obligations upon release or disbursement of the Deposit in accordance with this Escrow Agreement, its resignation as provided for the this Escrow Agreement or by Order of the Court.
- 7. Notice**
- 7.1 All notices and other communications required or permitted hereunder shall be in writing, shall be effective when given, and shall in any event be deemed to be given upon receipt or, if earlier, (a) upon delivery, if delivered by hand; (b) one business day after the business day of deposit with a nationally recognized courier, freight prepaid; or (c) one business day after the business day of facsimile transmission, if delivered by facsimile transmission with copy (including receipt confirmation) by first class mail, postage prepaid, and shall be addressed:

If to the Purchaser, to:

2092390 Ontario Inc.
734 Huron Street
Toronto ON M4V 2W3

Attention: Andrew Kim
Fax:

If to the Monitor, to:

Duff & Phelps Canada Restructuring Inc.
333 Bay Street
14th Floor

Toronto, Ontario, M5H 2R2

Attention: Mitch Vininsky

Fax: (647) 497-9477

If to Vendor, to:

c/o Gowling Lafleur Henderson LLP
1 First Canadian Place, Suite 1600
Toronto ON M5X 1G4

Attention: E. Patrick Shea

Fax: (416) 861-7661

If to the Escrow Agent, to:

Lax O'Sullivan Scott Lisus LLP
145 King St. West, Suite 2750
Toronto ON M5H 1J8

Attention: Matt Gottlieb

Fax:

or to such other address or telecopier number as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this section, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.

8. Amendment

- 8.1 This Escrow Agreement shall not be amended, revoked or rescinded as to any of its terms and conditions except by agreement in writing signed by all of the parties.

9. Indemnification of the Escrow Agent

- 9.1 The Vendor agrees to indemnify and hold the Escrow Agent harmless against any and all loss, claims, suits, demands, costs and expenses that may be incurred by the Escrow Agent or made on the Escrow Agent by the Vendor, the Purchaser or any third party by reason of the Escrow Agent's compliance in good faith with the terms of this Escrow Agreement, except claims, suits or demands arising from the wilful default, bad faith, or gross negligence of the Escrow Agent in the performance of its duties.

10. Miscellaneous

- 10.1 The headings contained in this Escrow Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Escrow Agreement.

- 10.2 This Escrow Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Executed facsimile copies of this Escrow Agreement will be deemed for all purposes hereunder to be valid and executed copies of this Escrow Agreement.
- 10.3 This Escrow Agreement: (a) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; (b) except as expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder; and (c) shall not be assigned by operation of law or otherwise except as otherwise specifically provided in writing by the parties.
- 10.4 If any provision of this Escrow Agreement, or the application thereof, will be or is held for any reason and to any extent invalid or unenforceable, the remainder of this Escrow Agreement and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties.
- 10.5 This Escrow Agreement shall be governed by and construed in accordance with the laws of Province of Ontario, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.
- 10.6 The parties agree that they each have been represented by counsel during the negotiation and execution of this Escrow Agreement and acknowledge that they each understand all provisions of this Escrow Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.
- 10.7 Notwithstanding anything in this Escrow Agreement to the contrary, any entity with which the Escrow Agent may be merged or consolidated, or any entity to whom the Escrow Agent may transfer substantially all of its global escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered these presents as of the date first above written.

2092390 ONTARIO INC.

Per: _____
Name: _____
Title: _____

UBS WIRELESS SERVICES INC.

Per: _____
Name: _____
Title: _____

DUFF & PHELPS CANADA RESTRUCTURING INC.

Per: _____
Name: _____
Title: _____

LAX O'SULLIVAN SCOTT LISUS LLP

Per: _____
Name: _____
Title: _____

TAB B

**THIS IS EXHIBIT "B" TO THE AFFIDAVIT OF
VICTOR WELLS, SWORN BEFORE ME ON
JANUARY 22, 2013**



A COMMISSIONER FOR TAKING OATHS

CITATION: Unique Broadband Systems (Re), 2012 ONSC 6366
COURT FILE NO.: CV-11-9283-00CL
DATE: 2012-11-09

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: Mr. Justice H.J. Wilton-Siegel

COUNSEL: *E. Patrick Shea*, for the Applicant, Unique Broadband Systems, Inc.

Joseph P. Groia, for Jolian Investments Limited and Gerald McGoey

Peter Roy, for DOL Technologies Inc. and Alex Dolgonos

Matthew P. Gottlieb, for the Monitor, Duff & Phelps Canada Restructuring Inc.

HEARD: November 8, 2012

ENDORSEMENT

[1] The applicant seeks an order approving a process for marketing the shares of LOOK Communications Inc. ("LOOK") owned by UBS Wireless Services Inc., a subsidiary of the applicant. The proposed sales process is set out in the Eleventh Report of the Monitor, Duff & Phelps Canada Restructuring Inc. (the "Monitor"). The application is opposed on several issues by Jolian Investments Limited and Gerald McGoey (the "McGoey respondents") and by DOL Technologies Inc. and Alex Dolgonos (the "Dolgonos respondents").

[2] The proposed sales process contemplates that two directors of the applicant, Kenneth Taylor ("Taylor") and Victor Wells ("Wells"), will constitute a committee that will have decision-making responsibility for the sales process. It is contemplated that this committee will engage the Monitor to act as its sales agent in marketing the LOOK shares to the public and in managing the negotiation process in respect of offers for the shares. The third director of the applicant, Robert Ulicki ("Ulicki"), has expressed an interest in making an offer for the LOOK shares, either personally or through a corporation related to him. Accordingly, he has not participated in the approval of the sales process and will not participate in any meetings of the board of the applicant pertaining to the sales process or in any meetings of the committee overseeing the sales process.

[3] The McGoeey respondents and the Dolgonos respondents (collectively, the "respondents") raise three specific issues which will be addressed in turn.

[4] First, these respondents allege that Ulicki should be prevented by Court order from making an offer for the LOOK shares in the sales process. Ulicki was a director of LOOK from July 2010 to October 2010. In his capacity as a director of the applicant, Ulicki is also aware of expressions of interest made to the applicant prior to a decision being made by the board of the applicant to offer the LOOK shares for sale, as set out in an affidavit that he has filed in connection with this motion. Among other things, in addition to meetings with two prospective investment dealers in May 2012, Ulicki has also reviewed six letters from parties expressing an interest in acquiring the LOOK shares, either directly from the applicant or as part of a partial takeover bid of LOOK or other business combination transaction with LOOK. The timing of this involvement is not clear in respect of all of these third party approaches to the applicant. However, it is clear that, in some if not all instances, Ulicki is aware of the indicative range of values for the LOOK shares proposed by these interested parties.

[5] In considering this matter, the litmus test of the applicant and the Court must be the establishment of a sales process that is likely to maximize the value received by the applicant for its LOOK shares. The respondents allege that permitting Ulicki to participate in the sales process as a prospective purchaser will deter all other interested parties from making an offer. This case has not, however, been established on the record before the Court on this motion.

[6] LOOK is a public company. The progress of the litigation between LOOK and the respondents, among others, is public knowledge. The respondents have not demonstrated that Ulicki has received any information regarding LOOK, either during the short period in which he was a LOOK director or in his capacity as a director of the applicant, that has not been disclosed to the public or is not otherwise available from the litigation record.

[7] The respondents have also failed to demonstrate that the information Ulicki has received to date regarding the parties who have previously expressed an interest in the LOOK shares would deter those parties, or other parties, from making an offer for the LOOK shares. There is no direct evidence before the Court on this issue apart from the respondents' assertion, which amounts to speculation at this stage. Moreover, there is some inherent protection against such an occurrence in the present circumstances. In the event that Ulicki were the only offeror, the applicant would need to satisfy the Court that such circumstances did not reflect a flawed sales process and the decision-making of the directors in persisting with such a sales process would also be subject to review.

[8] I wish to note, however, that in concluding that it is not appropriate for the Court to order that Ulicki should refrain from participating in the sales process, the Court is not determining that Ulicki is entitled to participate in the sales process. That remains a decision of the committee of directors who will oversee the sales process and who have access to more information than was presented to the Court. While section 36 of the *Companies Creditors Arrangement Act*, R.S.C. 1985, c. C-36, (the "CCAA") does contemplate related parties purchasing assets of a debtor subject to CCAA proceedings, this provision does not establish an automatic right in favour of a related party to participate in a sales process. Ultimately, the committee of Taylor and Wells bears a continuing responsibility to be satisfied that the sales process is conducted in a

manner that will maximize the value to the stakeholders and to demonstrate the integrity of that process when Court approval of a proposed transaction is sought. As part of that responsibility, the committee must be satisfied that Ulicki's participation in the sales process will not, and did not, impair that objective. The decision of the Court is limited to facts before it. The fact that the respondents have failed to satisfy the onus on them to establish evidence that prospective purchasers will be deterred from making an offer for the LOOK shares does not relieve the applicant from its obligation to be satisfied that this will not occur based on the facts before it and any other facts that may subsequently come to the attention of the committee members.

[9] Second, the respondents seek the appointment of representatives to the committee of the applicant overseeing the sales process. This relief is denied for a general reason as well as reasons specific to each of McGoeys and Dolgonos.

[10] The principal reason is that the respondents' request is inconsistent with the concept of a debtor-in-possession under the CCAA. Under CCAA proceedings, absent special circumstances, the debtor, rather than any third party, remains responsible for, and in control of, the debtor's business and any sale of its assets as part of an eventual reorganization. That control rests with the directors of the debtor. The respondents have failed to establish any special circumstances in this case that compel a different arrangement. As a related matter, it is unclear to whom such representatives would owe a duty. The only reasonable basis would be to impose the duties of directors upon any such representative. Such an arrangement would only make sense, however, if there were reason to doubt that the current committee members were unable to fulfil their functions without further assistance. In this case, the committee members, Taylor and Wells, are acknowledged to be independent directors. They are experienced business people. They are also advised by legal counsel. There is no suggestion that they will be influenced in some manner by Ulicki. There is no evidence that they are unable to perform the necessary oversight function without further assistance.

[11] In addition, McGoeys is a contingent creditor but not a shareholder to any material extent in the applicant. There is no evidence that this interest is affected in any way by the sales process. The McGoeys respondents believe any sale would be at a gross undervalue at the present time and seek a representative to, among other things, attempt to convince the applicant not to proceed with the sales process. However, special circumstances specific to a creditor, or a class of creditors, must be demonstrated before the Court would give consideration to the appointment of a representative. In this case, it would be premature to consider whether such circumstances exist until the claims of the McGoeys respondents are quantified in the applicant's claims process. Even then, the mere fact of being the largest unsecured creditor is, by itself, insufficient to justify such relief. In addition, the McGoeys respondents have a potential conflict in that, as defendants in the litigation commenced by LOOK, they may have an interest in the identity and intentions of any purchaser of the applicant's controlling interest in LOOK. If the proposed purchaser were unacceptable to McGoeys, they might also have an additional reason for preventing such a sale. For these reasons specific to the McGoeys respondents, it would be inappropriate to appoint a representative of the McGoeys respondents to the committee overseeing the sales process.

[12] While Dolgonos is entitled to protection in respect of the conduct of the sales process as a shareholder, he approved the selection and appointment of Taylor and Wells pursuant to a settlement of his litigation against the applicant. As these parties form the present committee, he

has already had a significant say in the composition of the committee overseeing the sales process. He has failed to demonstrate circumstances entitling him to a personal representative on the committee. There is no reason to conclude that the independence of these two directors has been compromised since their appointment such that the shareholders generally require a representative on the committee to protect their interests. The fact that Dolgonos is a large, if not the largest, shareholder of the applicant does not give him any greater rights in respect of a proposed sale. Moreover, the Dolgonos respondents are also defendants in the action commenced by LOOK. As such, the same issue of a potential conflict of interest as was addressed in respect of the McGoeys respondents arises in respect of the Dolgonos respondents.

[13] Third, the respondents challenge the intended engagement of the Monitor as the applicant's sales agent in lieu of the engagement of an investment dealer. There are two separate but related issues here – the identity of the applicant's sales agent and the manner of its remuneration.

[14] There is a reasonable basis for the appointment of the Monitor as the sales agent in the present circumstances. The evidence is that it is probable that the proposed transaction is too small to attract the interest of an investment banking firm unless a substantial success fee were paid. In these circumstances, the applicant considers it appropriate to engage the Monitor on a fee-for-service basis. The record states that the Monitor has experience in similar transactions and access to investment banking expertise from an affiliate. There is nothing in the record that contradicts this evidence. There is also nothing in principle that prevents a court-appointed monitor under the CCAA from also acting as a sales agent if there are good business reasons for doing so.

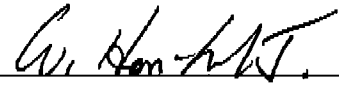
[15] With respect to remuneration, the applicant's decision to go with a fee-for-service arrangement is supportable in the present circumstances, given the magnitude of any success fee that would be required by an investment dealer. It is important to note that the applicant has the ability, and the responsibility, to control the extent of the Monitor's activities as sales agent, and its consequential fees, as the sales process unfolds. There is therefore a basis for ensuring that the sales agency fees stay within the parameters contemplated in the alternative scenarios of success or failure of the sales process. Further, the Monitor's fees remain subject to Court approval at a future date, at which time the creditors have the right to comment on the reasonableness of the services provided and the related fees.

[16] Accordingly, I conclude that the applicant's decision to engage the Monitor as its sales agent in respect of the proposed sales process is reasonable in the present circumstances.

[17] The applicant's proposed sales process, as described in the Monitor's Eleventh Report is therefore approved. For clarity, such approval does not, however, constitute the granting by the Court at this time of any approvals or exemption orders that may be required under corporate or securities legislation in respect of any proposed transaction that may result from such sales process.

[18] In addition, the stay of proceedings in the Initial Order of this Court dated July 5, 2011 is hereby extended to February 1, 2013 to permit completion of such sales process.

[19] If the parties are unable to agree on costs, they shall have thirty days from the date of this Endorsement to submit a costs outline and to make written submissions not exceeding five pages in length.



Wilton-Siegel J.

Date: November 9, 2012

TAB C

**THIS IS EXHIBIT "C" TO THE AFFIDAVIT OF
VICTOR WELLS, SWORN BEFORE ME ON
JANUARY 22, 2013**



A COMMISSIONER FOR TAKING OATHS

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.

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 compromised 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:

Title:

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

TOR_LAW\7952415\1

DATED THIS 5th day of July 2012

UNIQUE BROADBAND SYSTEMS, INC.



Name: Gerald McInnis
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.

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.

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

64

SIGNED, SEALED AND DELIVERED)
In the presence of:)
)
)

Witness


Alex Dolgonos

SIGNED, SEALED AND DELIVERED)
In the presence of:)
)
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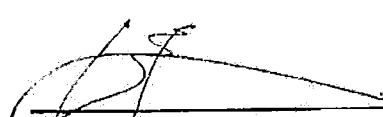
Witness

Robert Ulicki

SIGNED, SEALED AND DELIVERED)
In the presence of:)
)
)



Witness




Henry Eaton

SIGNED, SEALED AND DELIVERED)
In the presence of:)
)
)



Witness



Grant McCutcheon

SIGNED, SEALED AND DELIVERED

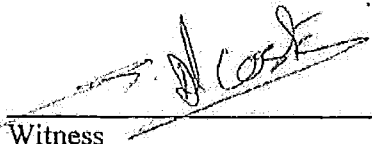
In the presence of:

Witness

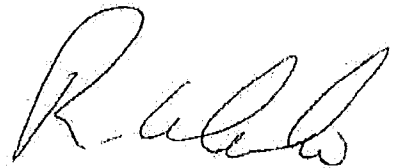
Alex Dolgonos

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

SIGNED, SEALED AND DELIVERED)

In the presence of:)

)

)

Witness

Alex Dolgonos

SIGNED, SEALED AND DELIVERED)

In the presence of:)

)

)

Witness

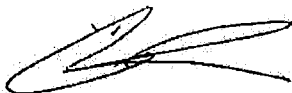
Robert Ulicki

SIGNED, SEALED AND DELIVERED)


In the presence of:)

)

)



Witness



Henry Eaton

SIGNED, SEALED AND DELIVERED)

In the presence of:)

)

)

Witness

Grant McCutcheon

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR

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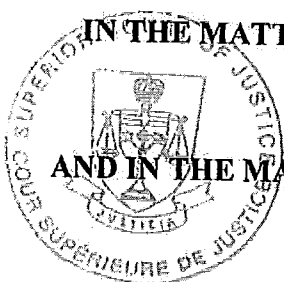
FRIDAY, THE

JUSTICE CAMPBELL

)

6TH 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.

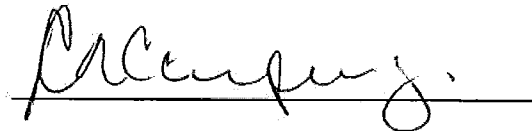
ON READING the Minutes of Settlement dated 5 July 2012 (the "**Minutes of Settlement**") and the Ninth Report of the Monitor, Duff & Phelps Canada Restructuring Inc. in its capacity as Monitor of the Applicants dated 5 July 2012, and on hearing the submissions of counsel;

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 À 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
LSUC No.: 39655K
Telephone: (416) 369-7399
Facsimile: (416) 862-7661

SOLICITORS FOR THE APPLICANTS

TAB D

**THIS IS EXHIBIT "D" TO THE AFFIDAVIT OF
VICTOR WELLS, SWORN BEFORE ME ON
JANUARY 22, 2013**



A COMMISSIONER FOR TAKING OATHS

Look Communications Enters into Support Agreement

TORONTO, Dec. 18, 2012 /CNW/ - Look Communications Inc. ("Look") (NEX: LOK.H), (NEX: LOK.K) announced today it has entered into a support agreement with Messrs. Robert Ulicki and Jeffrey Gavarkovs (collectively, the "Offerors") pursuant to which the Offerors have agreed to directly or indirectly make an offer to acquire up to 45,000,000 multiple voting shares (or such lesser number of shares as would ensure that the Offerors do not, following completion of the offer, hold greater than a 49.9% voting interest in Look) for \$0.11 per share in cash (the "Offer").

The Offer will be made solely for Look's multiple voting shares. However, holders of subordinate voting shares will be able to convert their subordinate voting shares into multiple voting shares solely for the purpose of tendering such multiple voting shares to the Offer, in accordance with and subject to the terms and conditions of the subordinate voting shares. In the event that such multiple voting shares are withdrawn from the Offer or are not acquired pursuant to the Offer for any other reason, such multiple voting shares will automatically convert back into subordinate voting shares in accordance with their terms. The full terms of the subordinate voting shares are set forth in Look's articles, which are publicly available under Look's profile at www.sedar.com.

The board of directors of Look is not making any recommendation to shareholders with respect to the Offer. However, the board of directors, based on the recommendation of a special committee of independent directors of Look, has determined that the support agreement is in the best interests of Look and that the board will not make a negative recommendation to shareholders in relation to the Offer. The reasons for the board's determinations will be set forth in a directors' circular that will be mailed to Look's shareholders (including holders of subordinate voting shares) in due course, a copy of which will be publicly available under Look's profile at www.sedar.com.

The support agreement allows Look to respond to proposals for alternative transactions (including proposals made in the context of the previously announced process by which Unique Broadband Systems Inc. ("UBS") will seek offers for the purchase of the 24,846,578 multiple voting shares and 29,921,208 subordinate voting shares of Look that it indirectly holds) in certain circumstances, and to support alternative transactions that the directors determine are more favourable than the Offer, from a financial point of view, to Look's shareholders (subject to certain conditions, including a right of the Offerors to match any superior proposal and payment of a \$225,000 termination fee). The termination fee is not payable in connection with a sale by UBS of its shares of Look as part of the UBS sale process, unless Look adversely changes its recommendation in respect of the Offer or otherwise approves the UBS sale. In the event that at least 25 million multiple voting shares are taken up and paid for under the Offer, Look has agreed to use its commercially reasonable efforts to replace two of its existing directors with nominees of the Offerors and to cause Mr. Ulicki to be appointed as the Chief Executive Officer of Look, in each case subject to the fiduciary duties of Look's board. A complete copy of the support agreement will be publicly available under Look's profile at www.sedar.com.

The commencement of the Offer is subject to certain conditions set forth in the support agreement. The completion of the Offer is also subject to certain conditions, including a minimum tender condition and the absence of a material adverse change in respect of Look. There can be no assurance that the conditions of the Offer will be satisfied prior to the expiry time of the Offer, or that the Offer will be completed as proposed or at all. The full terms and conditions of the offer will be set forth in an offer and circular to be mailed to shareholders (including holders of subordinate voting shares) on or before January 14, 2013, a copy of which will be publicly available under Look's profile at www.sedar.com.

About Look Communications Inc.

Look's shares are listed on the NEX under the symbols "LOK.H" for Multiple Voting Shares and "LOK.K" for Subordinate Voting Shares. Look's website may be found at www.look.ca.

The information contained in this release includes forward-looking statements regarding future events and the future performance of Look that involve risks and uncertainties that could cause actual results to differ materially. Assumptions used in the preparation of such information, although considered reasonable by Look at the time of preparation, may prove to be incorrect. The actual results achieved may vary from the information provided herein and the variations may be material. Consequently, there is no representation by Look that actual results achieved will be the same in whole or in part as those forecast.

Neither the NEX nor its Regulation Services Provider (as that term is defined in the policies of the NEX) accepts responsibility for the adequacy or accuracy of this release.

SOURCE: Look Communications Inc.


%SEDAR: 00013414E

CO: Look Communications Inc.

CNW 08:30e 18-DEC-12

TAB E

**THIS IS EXHIBIT "E" TO THE AFFIDAVIT OF
VICTOR WELLS, SWORN BEFORE ME ON
JANUARY 22, 2013**



A COMMISSIONER FOR TAKING OATHS



UNIQUE BROADBAND SYSTEMS, INC. ANNOUNCES AGREEMENT TO SELL HALF OF ITS LOOK SHARES

TORONTO, January 14, 2013 – On November 9, 2012, Unique Broadband Systems, Inc. (“UBS”) (TSX Venture: UBS) announced the approval by the Ontario Superior Court of Justice (the “Court”) of a process pursuant to which UBS sought offers for the purchase of all or part of the 24,864,478 multiple voting shares and 29,921,308 subordinate voting shares of Look Communications Inc. (“Look”) that UBS holds indirectly through its wholly-owned subsidiary, UBS Wireless Services Inc. These shares represent a 39.2% economic interest and a 37.6% voting interest in Look. The sales process was run by Duff & Phelps Canada Restructuring Inc. in its capacity as monitor of UBS under the *Companies Creditors’ Arrangement Act*.

A special committee of UBS’s board of directors comprised of Messrs. Vic Wells and Kenneth Taylor reviewed and considered all of the offers received pursuant to the sales process and today announce that UBS has agreed to sell 12,430,000 multiple voting shares and 14,630,000 subordinate voting shares of Look to 2092390 Ontario Inc., a corporation controlled by Mr. Andrew Kim, subject to approval of the Court. Further particulars of the agreement will be detailed in materials to be filed with the Court seeking approval of the offer. If approved, the transaction would be for approximately half of UBS’s interest in Look. Following the successful completion of the proposed sale, UBS will indirectly own 12,434,478 multiple voting shares and 15,291,308 subordinate voting shares, representing a 19.8% economic interest and a 18.8% voting interest in Look.

The proposed transaction for the sale of the Look shares is conditional only upon approval by the Court and receipt of all necessary regulatory approvals, if any. The proposed transaction does not involve any non-arm’s length parties to UBS or its insiders and no finder’s fees are payable.

All communication relating to the sales process should continue to be directed to the monitor. For more information, please contact Mitch Vininsky of Duff & Phelps at (416) 932-6013.

About Unique Broadband Systems, Inc.

UBS’s shares are listed on the TSX Venture Exchange under the symbols “UBS”. More information on UBS can be found at www.sedar.com.

The corporate information contained in this release includes forward-looking statements regarding future events and costs that involve risks and uncertainties that could cause actual results to differ materially. Assumptions used in the preparation of such information, although considered reasonable by UBS at the time of preparation, may prove to be incorrect. The actual results achieved may vary from the information provided herein and the variations may be material. Consequently, there is no representation by UBS that actual results achieved will be the same in whole or in part as those forecast.

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.

For additional information, please contact:

Grant McCutcheon, CEO

(905) 660-8100

Early Warning News Release

Toronto, Ontario (January 8, 2013) – Niketo Co. Ltd., a wholly owned subsidiary of NWT Uranium Corporation advises that on January 7, 2013, it acquired 11,305,332 common shares of Unique Broadband Systems Inc. in an off-exchange trade and by way of private agreement from 2064818 Ontario Inc. Niketo paid \$0.03 per UBS common share, for an aggregate cash consideration of \$339,159.96. Niketo now owns approximately 11% of the issued and outstanding common shares of UBS.

Niketo has also entered into a share purchase agreement with 6138241 Ontario Inc. to acquire a further 8,500,000 common shares of UBS at a price of \$0.03 per share. This transaction is expected to close shortly. If this transaction is completed, Niketo will own 19,805,332 common shares of UBS, representing approximately 19.3% of the issued and outstanding shares of UBS.

Niketo's holdings in UBS are for investment purposes. Niketo may increase or decrease their investments in UBS depending on market conditions or any other relevant factors.

A copy of the Early Warning Report disclosing the transaction is available on SEDAR at www.sedar.com

Contact Information:

Gavin Davidson
TUNED PR
416.999.7138
gavin@tunedpr.com

SHAREHOLDER NEWS RELEASE
Early Warning News Release

Toronto, Ontario (January 8th, 2013) – Alex Dolgonos advises that on January 7th, 2013, 2064818 Ontario Inc., a corporation associated with him (“2064818”), sold 11,305,332 common shares of Unique Broadband Systems, Inc. (“UBS”) to Niketo Co. Ltd. (the “Purchaser”) at a price of \$0.03 per share, for an aggregate cash consideration of \$339,159.96.

2064818 now owns approximately 3.01%, down from approximately 14.01% of the issued and outstanding common shares of UBS. An affiliate of 2064818 also associated with Mr. Dolgonos, 6138241 Canada Inc. (“6138241”), owns 8,500,000 UBS shares, representing approximately 8.27% of the total outstanding UBS shares. In aggregate, 2064818 and 6138241 now own 11,592,931 UBS shares, representing approximately 11.28% of the total outstanding UBS shares.

Mr. Dolgonos’ holdings in UBS are for investment purposes. He may increase or decrease his investments in UBS depending on market conditions or any other relevant factors.

A copy of the Early Warning Report disclosing the transaction is available on SEDAR at www.sedar.com

For further information, please contact:

Philip Koven

Tel: (416) 579-6255

SHAREHOLDER EARLY WARNING NEWS RELEASE BY 6138241 CANADA INC.

Toronto, Ontario (January 8, 2013) – Alex Dolgonos advises that on January 7, 2013, 6138241 Canada Inc., a corporation associated with him (“6138241”), entered into an agreement to sell 8,500,000 common shares of Unique Broadband Systems, Inc. (“UBS”) to Niketo Co. Ltd. at a price of \$0.03 per share, for aggregate cash consideration of \$255,000.00

Upon completion of the transaction described above, 6138241 will no longer hold common shares of UBS.

An affiliate of 6138241 also associated with Mr. Dolgonos, 2064818 Ontario Inc. (“2064818”) owns approximately 3.01% of the issued and outstanding common share of UBS.

Mr. Dolgonos’ holdings in UBS are for investment purposes. He may increase or decrease his investments in UBS depending on market conditions or any other relevant factors.

A copy of the Early Warning Report disclosing the transaction is available on SEDAR at www.sedar.com

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

EARLY WARNING REPORT

This report is made pursuant to Section 102.1 of the *Securities Act (Ontario)* and similar provisions of other Provincial Securities Legislation

(a) ***Name and Address of Offeror:***

Niketo Co. Ltd. ("Niketo")
2 Kleomenoas and Digeni Akrita Str.
Nicosia, Cyprus, 1085

(b) ***The designation and number or principal amount of securities and the offeror's security holdings percentage in the class of securities of which the offeror acquired ownership or control in the transaction or occurrence giving rise to the obligation to file the news release, and whether it was ownership or control that was acquired in those circumstances:***

On January 7, 2012 Niketo Co. Ltd, a wholly owned subsidiary of NWT, Uranium Corporation, acquired 11,305,332 common shares of Unique Broadband Systems Inc. (the "UBS Shares") from 2064818 Ontario Inc. in an off-exchange trade by way of a private agreement. Niketo acquired the UBS Shares for a price of \$0.03 per UBS Share for total consideration of \$339,159.96.

(c) ***The designation and number or principal amount of securities and the offeror's security holding percentage in the class of securities immediately after the transaction or occurrence giving rise to the obligation to file the news release:***

Immediately following the acquisition of the UBS Shares referred to in Paragraph (b) above, Niketo owns 11,305,352 common shares of UBS, representing approximately 11% of the issued and outstanding common shares of UBS.

(d) ***The designation and number or principal amount of securities and percentage of outstanding securities of the class of securities referred to in paragraph (c) over which:***

(i) ***the offeror, either alone or together with any joint actors, has ownership and control:***

Please see items (b) and (c), above.

(ii) ***the offeror, either alone or together with any joint actors, has ownership but control is held by other persons or companies other than the offeror or any joint actor:***

Please see items (b) and (c), above.

(iii) ***the offeror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership:***

Not applicable.

(e) ***The name of the market in which the transaction or occurrence that gave rise to the reporting obligation took place:***

The transaction occurred by way of private agreement in an off-exchange trade.

- (f) ***The purpose of the offeror and any joint actors in effecting the transaction or occurrence that gave rise to the news release, including any future intention to acquire ownership of, or control over, additional securities of the reporting issuer:***

Niketo's holdings of UBS common shares are for investment purposes. Niketo may from time to time increase or decrease its investments in UBS common shares depending on market conditions or other relevant factors. Notwithstanding the foregoing, Niketo has entered into a share purchase agreement with 6138241 Canada Inc. to acquire a further 8,500,000 common shares of UBS at a price of \$0.03 per share. This transaction is intended to close on or before January 8, 2013. If this transaction closes, Niketo will own 19,805,332 common shares of UBS, representing approximately 19.3% of the issued and outstanding shares of UBS.

- (g) ***The general nature and the material terms of any agreement, other than lending arrangements, with respect to securities of the reporting issuer entered into by the offeror, or any joint actor, and the issuer of the securities or any other entity in connection with the transaction or occurrence giving rise to the news release, including agreements with respect to the acquisition, holding, , disposition or voting of any of the securities:***

A share purchase agreement was entered into between Niketo and 2064818 Ontario Inc pursuant to which Niketo acquired 11,305,332 common shares of UBS for an aggregate purchase price of \$339,159.96.

- (h) ***The names of any joint actors in connection with the disclosure required by this report:***

NWT Uranium Corporation

- (i) ***In the case of a transaction or occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, the nature and value of the consideration paid by the offeror;***

Please see Item (b).

- (j) ***If applicable, a description of any change in any material fact set out in a previous report by the entity under the early warning requirements or Part 4 in respect of the reporting issuer's securities:***

Not applicable.

Signed the 7th day of January 2013.

NIKETO CO. LTD.

Per: (Signed) "Maria Panayiotou"

EARLY WARNING REPORT UNDER

NATIONAL INSTRUMENT 62-103

This report is made by 2064818 ONTARIO INC. (the “**Insider**”), relating to securities of UNIQUE BROADBAND SYSTEMS, INC. (the “**Issuer**”) pursuant to National Instrument 62-103 and Section 102.1 of the *Securities Act* (Ontario).

1. Name and Address of Insider:

2064818 Ontario Inc.
207 Arnold Avenue
Thornhill, ON
L4J 1J1

2. The designation and number or principal amount of securities and the Insider’s security holding percentage in the class of securities of which the Insider acquired ownership or control in the transaction or occurrence giving rise to the obligation to file the news release, and whether it was ownership or control that was acquired in those circumstances:

The Insider sold 11,305,332 common shares of the Issuer (“Shares”) on January 7th, 2013 bringing its holding of Shares to 3,092,931, or approximately 3.01% of the total outstanding Shares. The Shares were sold to Niketo Co. Ltd. (the “**Purchaser**”) pursuant to a share purchase agreement at a purchase price of \$0.03 per Share, for gross proceeds to the Insider of \$339,159.96. The Insider is a company directly owned by the Dolgonos 2005 Family Trust.

An affiliate of the Insider, owned by two other trusts of the Dolgonos family, 6138241 Canada Inc., owns 8,500,000 Shares, or approximately 8.27% of the total outstanding Shares. In aggregate, the Insider and 6138241 Canada Inc., as at January 7th, 2013, now own 11,592,931 Shares, or approximately 11.28% of the total outstanding Shares.

3. The designation and number or principal amount of securities and the Insider’s securityholding percentage in the class of securities immediately after the transaction or occurrence giving rise to the obligation to file the news release:

Please see paragraph 2 above.

4. The designation and number or principal amount of securities and the percentage of outstanding securities of the class of securities referred to in paragraph 3 over which

(i) the Insider, either alone or together with any joint actors, has ownership and control:

Please see paragraph 2 above.

(ii) the Insider, either alone or together with any joint actors, has ownership but control is held by other persons or companies other than the Insider or any joint actor:

Please see paragraph 2 above.

(iii) the Insider, either alone or together with any joint actors, has exclusive or shared control but does not have ownership:

Please see paragraph 2 above.

5. The name of the market in which the transaction or occurrence that gave rise to the news release took place:

The sale of the Shares did not take place on a stock exchange or other market.

6. **The value, in Canadian dollars, of any consideration offered per security if the Insider acquired ownership of a security in the transaction or occurrence giving rise to the obligation to file a news release.**

Please see paragraph 2 above.

7. **The purpose of the Insider and any joint actors in effecting the transaction or occurrence that gave rise to the news release, including any further intention to acquire ownership or, or control over, additional securities of the reporting issuer:**

The Insider's holdings of Shares are for investment purposes. The Insider may from time to time increase or decrease its investments in Shares depending on market conditions or other relevant factors.

8. **The general nature and material terms of any agreement, other than lending arrangements, with respect to securities of the reporting issuer entered into by the Insider, or any joint actor, and the issuer of the securities or any other entity in connection with the transaction or occurrence giving rise to the news release, including agreements with respect to the acquisition, holding, disposition or voting of any of the securities:**

Please see paragraph 2 above.

9. **Name of any joint actors:**

6138241 Canada Inc.

10. **In the case of a transaction or occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, the nature and value in Canadian dollars of the consideration paid by the Insider:**

Please see paragraph 2 above.

11. **If applicable, a description of any change in any material fact set out in a previous report by the entity under the early warning requirements in respect of the reporting issuer's securities:**

As a result of the sale described in item 2 above, the Insider now owns approximately 3.01% (down from approximately 14.01%) of the issued and outstanding shares of the Issuer.

12. **If applicable, a description of the exemption from securities legislation being relied on by the Insider and the facts supporting that reliance.**

Section 2.10 of National Instrument 45-106 - *Prospectus and Registration Exemptions*. The Shares are being purchased by the Purchaser as principal, at an acquisition cost to the Purchaser that was not less than \$150,000.

DATED this 8th day of January, 2013.

2064818 ONTARIO INC.

Per: (signed) *Alex Dolgonos*
Alex Dolgonos

**EARLY WARNING REPORT UNDER
NATIONAL INSTRUMENT 62-103**

This report is made by 6138241 CANADA INC. (the “**Insider**”), relating to securities of UNIQUE BROADBAND SYSTEMS, INC. (the “**Issuer**”) pursuant to National Instrument 62-103 and Section 102.1 of the *Securities Act* (Ontario).

1. Name and Address of Insider:

6138241 CANADA INC.
207 Arnold Avenue
Thornhill, ON
L4J 1J1

2. The designation and number or principal amount of securities and the Insider’s security holding percentage in the class of securities of which the Insider acquired ownership or control in the transaction or occurrence giving rise to the obligation to file the news release, and whether it was ownership or control that was acquired in those circumstances:

6138241 Canada Inc., a company directly owned by two trusts of the Dolgonos Family, agreed to sell 8,500,000 common shares of the Issuer (“**Shares**”) to Niketo Co. Ltd. (the “**Purchaser**”) on January 7, 2013, which represents all of the Shares held by 6138241, pursuant to a share purchase agreement at a purchase price of \$0.03 per Share, for gross proceeds of \$255,000.00.

An affiliate of the Insider, owned by The Dolgonos 2005 Family Trust, 2064818 Ontario Inc., owns 3,092,931 Shares, or approximately 3.01% of the total outstanding Shares.

3. The designation and number or principal amount of securities and the Insider’s securityholding percentage in the class of securities immediately after the transaction or occurrence giving rise to the obligation to file the news release:

Please see paragraph 2 above.

4. The designation and number or principal amount of securities and the percentage of outstanding securities of the class of securities referred to in paragraph 3 over which

(i) the Insider, either alone or together with any joint actors, has ownership and control:

Please see paragraph 2 above.

(ii) the Insider, either alone or together with any joint actors, has ownership but control is held by other persons or companies other than the Insider or any joint actor:

Please see paragraph 2 above.

(iii) the Insider, either alone or together with any joint actors, has exclusive or shared control but does not have ownership:

Please see paragraph 2 above.

5. The name of the market in which the transaction or occurrence that gave rise to the news release took place:

Upon closing of the transaction described in paragraph 2 above, the sale of the Shares will not take place on a stock exchange or other market.

6. **The value, in Canadian dollars, of any consideration offered per security if the Insider acquired ownership of a security in the transaction or occurrence giving rise to the obligation to file a news release.**

Please see paragraph 2 above.

7. **The purpose of the Insider and any joint actors in effecting the transaction or occurrence that gave rise to the news release, including any further intention to acquire ownership or, or control over, additional securities of the reporting issuer:**

The Insider's holdings of Shares are for investment purposes. The Insider may from time to time increase or decrease its investments in Shares depending on market conditions or other relevant factors.

8. **The general nature and material terms of any agreement, other than lending arrangements, with respect to securities of the reporting issuer entered into by the Insider, or any joint actor, and the issuer of the securities or any other entity in connection with the transaction or occurrence giving rise to the news release, including agreements with respect to the acquisition, holding, disposition or voting of any of the securities:**

Not applicable.

9. **Name of any joint actors:**

2064818 Ontario Inc.

10. **In the case of a transaction or occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, the nature and value in Canadian dollars of the consideration paid by the Insider:**

Not applicable.

11. **If applicable, a description of any change in any material fact set out in a previous report by the entity under the early warning requirements in respect of the reporting issuer's securities:**

Upon closing of the transaction described in item 2 above, the Insider will own approximately 3.01% (down from approximately 11.28%) of the issued and outstanding shares of the Issuer.

12. **If applicable, a description of the exemption from securities legislation being relied on by the Insider and the facts supporting that reliance.**

Section 2.10 of National Instrument 45-106 - *Prospectus and Registration Exemptions*. The Shares are being purchased by the Purchaser as principal, at an acquisition cost to the Purchaser that was not less than \$150,000.

DATED this 8th day of January, 2013.

6134818 CANADA INC.

Per: (signed) "Alex Dolgonos"
Alex Dolgonos

TAB F

**THIS IS EXHIBIT "F" TO THE AFFIDAVIT OF
VICTOR WELLS, SWORN BEFORE ME ON
JANUARY 22, 2013**



A COMMISSIONER FOR TAKING OATHS

NWT URANIUM CORP.

FOR IMMEDIATE RELEASE

NWT URANIUM CORP. ANNOUNCES NIKETO LTD., ITS WHOLLY OWNED SUBSIDIARY, WILL MAKE AN OFFER TO ACQUIRE SHARES OF LOOK COMMUNICATIONS INC.

TORONTO – January 8, 2013 - NWT Uranium Corp. (the “Corporation”) (TSX VENTURE: NWT) (FRANKFURT: NMV) today announced that the board of directors of its wholly owned subsidiary, Niketo Ltd. (“Niketo”), has resolved to make an all cash offer to acquire 33,260,968 multiple voting shares (or such number that will result in Niketo acquiring a voting interest of 49.9%) of Look Communications Inc. (“Look”) at a price of \$0.125 per share, which represents a premium of 14% over the closing price of the multiple voting shares of Look on the NEX.

Look’s outstanding capital currently consists of multiple voting shares and subordinate voting shares. The offer will be made solely for the multiple voting shares but the holders of the subordinate voting shares will be able to convert their subordinate voting shares into multiple voting shares solely for the purpose of tendering such multiple voting shares, in accordance with, and subject to the terms and conditions of the subordinate voting shares. In the event that such multiple voting shares are withdrawn from the offer or are not acquired pursuant to the offer for any other reason, such multiple voting shares will automatically convert back into subordinate voting shares in accordance with their terms. The full terms of the subordinate voting shares are set forth in Look's articles, which are publicly available under Look's profile at www.sedar.com.

Currently, Niketo does not own any securities in the capital of Look but it did purchase an aggregate of 11,305,332 common shares in the capital of Unique Broadband Systems Inc. (“Unique”) (or approximately 11% of the issued and outstanding common shares of Unique) and entered into a purchase agreement to acquire an additional 8,500,000 common shares in the capital of Unique. If Niketo acquires these additional common shares, it will own an aggregate of 19,805,332 common shares of Unique, representing approximately 19.3% of the issued and outstanding shares of Unique.

Unique is the registered and beneficial owner of an aggregate of 24,864,478 multiple voting shares and 29,921,308 subordinate voting shares (collectively, the “Unique Shares”), which represent a 37.6% voting interest in Look. Niketo’s ownership of the common shares in the capital of Unique may cause it to exercise indirect control over the Unique Shares and may result in a lower number of multiple voting shares being acquired under the offer.

On December 18, 2012, Look announced that it entered into a support agreement with Messieurs Robert Ulicki and Jeffery Gavarkovs (collectively, the “Bidders”) whereby the Bidders have agreed to make an all cash offer to acquire multiple voting shares of Look at a price of \$0.11 per share. The support agreement provides that the directors of Look will not make a recommendation with respect to the Bidder’s offer and provides for a termination fee of \$225,000 in the event that the directors of Look determine that an alternative bid is more favourable than that of the Bidder’s.

It is anticipated that Niketo’s bid will commence within the next few weeks and the completion of the offer will be subject to certain conditions, including a minimum tender condition and the absence of a material adverse change in respect of the affairs of Look. The full details of Niketo’s offer will be set forth in an offer and circular to be mailed to the shareholders of Look, a copy of which will be available on SEDAR.

There can be no assurance that the conditions of Niketo's offer will be satisfied prior to the expiry time of the offer, or that the offer will be completed as proposed or at all.

-30-

NWT Uranium Corp. (TSXV: NWT; OTCBB: NWURF)

NWT Uranium is an emerging international exploration company with an experienced management team. The company is focused on exploration and has a highly prospective portfolio of properties around the world.

Contact Information

NWT Uranium Corp.
(416) 504-3978
www.nwturanium.com

TAB G

**THIS IS EXHIBIT "G" TO THE AFFIDAVIT OF
VICTOR WELLS, SWORN BEFORE ME ON
JANUARY 22, 2013**



A COMMISSIONER FOR TAKING OATHS

**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. AND UBS WIRELESS SERVICES INC. ("UBS")

**PROPOSED AGENDA AND BASIS FOR THE REQUEST TO SCHEDULE
A MOTION TO HOLD A CREDITORS' MEETING TO APPROVE A
PLAN OF ARRANGEMENT**

1. The shareholder of UBS (acquired from Alex Dolgonos' corporations), NWT Uranium and its wholly owned subsidiary Niketo Co. Inc., which is also a creditor of UBS, ("Plan Sponsor") and which also is obtaining an assignment from certain creditors of UBS of their right to submit a Plan of Arrangement for UBS on behalf of the creditors of UBS.
2. The Plan Sponsor has entered into settlement agreements, on behalf of UBS, with the two creditors that have significant claims against UBS that are the subject of extensive litigation in the claims process, namely, Jolian Investments Limited (Gerald McGoey) ("Jolian") and Douglas Reeson ("Reeson"). The settlement agreements have been made and are in the midst of being documented. As stated by The Honourable Mr. Justice Wilton-Siegel "There can be no restructuring plan until the principal claims in the claims process are resolved."
3. A Plan of Arrangement has been drafted in draft form and is being completed along with the documentation to carry out the settlements, including releases (including releases of the directors Mrrs. McCutcheon, Ulicki, and Eaton related to any claims as a result of their conduct as directors of UBS), assignments of the right to bring the motions for a meeting of creditors and approval of the proposed plan.
4. As part of the Plan the creditors with approved proofs of claim are to be paid their claims.

5. The Plan Sponsor has also agreed to provide a loan to UBS, secured by the LOOK shares owned by UBS, to pay all the creditors and \$4,000,000 is in the midst of being transferred to Solmon Rothbart Goodman trust account and those funds are to be dealt with under the direction of the monitor if the plan is approved.
6. As well a further condition of the Plan of Arrangement is the replacement of the board of directors of UBS with the principals of the Plan Sponsor (David Subotic and John Zorbas) and David Tsubouchi, an independent director and a former Attorney General of Ontario.
7. The present directors of UBS have not been able to settle the litigation nor have they submitted a Plan of Arrangement to satisfy creditors' claims.
8. The settlements, guarantees to be provided by the Plan Sponsor, and payment of creditors are subject to the approval of the court of the Plan of Arrangement. The monitor shall be the Plan administrator.
9. After agreements were reached, funding was confirmed and draft documents prepared that set out the agreements, counsel met yesterday with the monitor to advise of the intended program and thereafter, attempted to speak to counsel for UBS.
10. The settlement with Jolian calls for payment of \$1,200,000 for the deferred bonus award and \$600,000 for the share appreciation rights cancellation payment and \$200,000 for the damages claim, plus appropriate HST, interest, as well as indemnification for legal and accounting fees. Also the indemnification obligation of UBS, as determined by the Honourable Mr. Justice Marrocco, is continued under the settlement.
11. The settlement with Reeson is for payment of \$75,000 plus a full and unconditional release of the \$120,000 initial indemnification draw paid by UBS plus appropriate HST, and interest, as well as indemnification for any further legal and accounting fees.
12. The Plan Sponsor wishes to schedule a motion as soon as conveniently possible, subject to the completion of the documentation, to set a schedule for a creditors' meeting and if approved by the creditors, a motion for court sanction of the Plan of Arrangement.
13. The sale process should be extended and put on hold until after the creditors' meeting.
14. The stay order should be extended accordingly.

Respectfully submitted by

Solmon Rothbart Goodman on behalf of the Plan Sponsor

Confidential and not for distribution UBS POA in process

TAB H

**THIS IS EXHIBIT "H" TO THE AFFIDAVIT OF
VICTOR WELLS, SWORN BEFORE ME ON
JANUARY 22, 2013**



A COMMISSIONER FOR TAKING OATHS

SRG

Solmon Rothbart Goodman LLP
Barristers

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

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.

Melvyn L. Solmon, B.A.Sc., LL.M. (Harv) **

Randall M. Rothbart, B.A., LL.B.

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

Avrum D. Slodovnick, LL.B.

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

James P. McReynolds, B.Comm., LL.B.

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

Matthew Valitutti, B.A., LL.B.

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

Ryan R. McKeen, B.A.(Hon.), J.D.

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

Member of the New York Bar **

rsparano@srglegal.com

375 University Ave., Suite 701, Toronto, ON M5G 2J5
T 416 947.1093 F 416 947.0079

SRG

p. 2

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. Solmon -- 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

TAB I

**THIS IS EXHIBIT "I" TO THE AFFIDAVIT OF
VICTOR WELLS, SWORN BEFORE ME ON
JANUARY 22, 2013**



A COMMISSIONER FOR TAKING OATHS

ASSIGNMENT OF CLAIM AGREEMENT

BETWEEN:

HEENAN BLAIKIE 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;

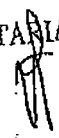
WHEREAS pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated July 5, 2011, Unique Broadband Systems Inc. ("UBS") commenced proceedings (the "CCAA Proceedings") pursuant to the *Companies' Creditors Arrangement Act* (Canada).

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

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/Assignee 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

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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

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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

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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.S.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

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



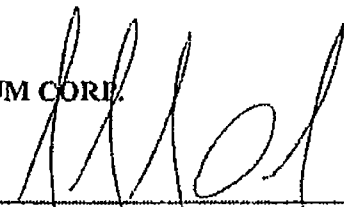
NIKETO CO. LTD.

Per:
Name
Title

I have authority to bind the Corporation

NWT URANIUM CORP.

Per:
Name
Title



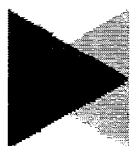
I have authority to bind the Corporation

TAB J

**THIS IS EXHIBIT "J" TO THE AFFIDAVIT OF
VICTOR WELLS, SWORN BEFORE ME ON
JANUARY 22, 2013**



A COMMISSIONER FOR TAKING OATHS



MARKETWIRE

Beyond Words

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Register

Français



New

PRODUCTS AND SERVICES

NEWS ROOM

KNOWLEDGE SHARING

NWT Uranium Corp.

TSX VENTURE : NWT

OTCBB : NWURF

FRANKFURT : NMV



January 08, 2013 17:38 ET

NWT Uranium Corp. Announces Niketo Ltd., Its Wholly Owned Subsidiary, Will Make an Offer to Acquire Shares of Look Communications Inc.

TORONTO, ONTARIO--(Marketwire - Jan. 8, 2013) - NWT Uranium Corp. (the "Corporation") (TSX VENTURE:NWT)(OTCBB:NWURF)(FRANKFURT:NMV) today announced that the board of directors of its wholly owned subsidiary, Niketo Ltd. ("Niketo"), has resolved to make an all cash offer to acquire 33,260,968 multiple voting shares (or such number that will result in Niketo acquiring a voting interest of 49.9%) of Look Communications Inc. ("Look") at a price of \$0.125 per share, which represents a premium of 14% over the closing price of the multiple voting shares of Look on the NEX.

Look's outstanding capital currently consists of multiple voting shares and subordinate voting shares. The offer will be made solely for the multiple voting shares but the holders of the subordinate voting shares will be able to convert their subordinate voting shares into multiple voting shares solely for the purpose of tendering such multiple voting shares, in accordance with, and subject to the terms and conditions of the subordinate voting shares. In the event that such multiple voting shares are withdrawn from the offer or are not acquired pursuant to the offer for any other reason, such multiple voting shares will automatically convert back into subordinate voting shares in accordance with their terms. The full terms of the subordinate voting shares are set forth in Look's articles, which are publicly available under Look's profile at www.sedar.com.

Currently, Niketo does not own any securities in the capital of Look but it did purchase an aggregate of 11,305,332 common shares in the capital of Unique Broadband Systems Inc. ("Unique") (or approximately 11% of the issued and outstanding common shares of Unique) and entered into a purchase agreement to acquire an additional 8,500,000 common shares in the capital of Unique. If Niketo acquires these additional common shares, it will own an aggregate of 19,805,332 common shares of Unique, representing approximately 19.3% of the issued and outstanding shares of Unique.

Unique is the registered and beneficial owner of an aggregate of 24,864,478 multiple voting shares and 29,921,308 subordinate voting shares (collectively, the "Unique Shares"), which represent a 37.6% voting interest in Look. Niketo's ownership of the common shares in the capital of Unique may cause it to exercise indirect control over the Unique Shares and may result in a lower number of multiple voting shares being acquired under the offer.

On December 18, 2012, Look announced that it entered into a support agreement with Messieurs Robert Ulicki and Jeffery Gavarkovs (collectively, the "Bidders") whereby the Bidders have agreed to make an all cash offer to acquire multiple voting shares of Look at a price of \$0.11 per share. The support agreement provides that the directors of Look will not make a recommendation with respect to the Bidder's offer and provides for a termination fee of \$225,000 in the event that the directors of Look determine that an alternative bid is more favourable than that of the Bidder's.

It is anticipated that Niketo's bid will commence within the next few weeks and the completion of the offer will be subject to certain conditions, including a minimum tender condition and the absence of a material adverse change in respect of the affairs of Look. The full details of Niketo's offer will be set forth in an offer and circular to be mailed to the shareholders of Look, a copy of which will be available on SEDAR.

There can be no assurance that the conditions of Niketo's offer will be satisfied prior to the expiry time of the offer, or that the offer will be completed as proposed or at all.

NWT Uranium Corp. (TSX VENTURE:NWT)(OTCBB:NWURF)

NWT Uranium is an emerging international exploration company with an experienced management team. The company is focused on exploration and has a highly prospective portfolio of properties around the world.

Contact Information

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www.nwturanium.com



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Look Communications Inc. Responds to NWT Uranium Corp. Announcement that it Will Make an Offer to Acquire Shares of Look Communications

TORONTO, Jan. 11, 2013 /CNW/ - Look Communications Inc. ("Look") (NEX: LOK.H and LOK.K) today responded to the announcement on January 8, 2013 by NWT Uranium Corp. ("NWT") that the board of directors of its wholly owned subsidiary, Niketo Ltd. ("Niketo"), has resolved to make an all cash offer (the "NWT Offer") to acquire 33,260,968 multiple voting shares (or such number that will result in Niketo acquiring a voting interest of 49.9%) of Look at a price of \$0.125 per share. The offer has not yet been received by Look and Look's shareholders are advised to take no action at this time. Look's board of directors, in accordance with its fiduciary duties and with counsel from its legal advisers, will fulfill its legal responsibility and will evaluate any formal offer and will recommend a course of action that is in the best interests of Look and its stakeholders.

As a result of the NWT Offer, as well as certain other unsolicited non-binding acquisition proposals that Look has received following the announcement by Look on December 18, 2012 that it entered into a support agreement (the "Support Agreement") with Messrs. Robert Ulicki and Jeffrey Gavarkovs (collectively, the "Bidders") whereby the Bidders have agreed to make an all cash offer (the "Ulicki Offer") to acquire multiple voting shares of Look at a price of \$0.11 per share, Look has agreed with the Bidders to extend the deadline for commencing the Ulicki Offer to a date following January 21, 2013 to be determined by the Bidders and/or Look. The Support Agreement otherwise remains in full force and effect, unamended.

The board of directors of Look is not making any recommendation to shareholders with respect to the Ulicki Offer, the NWT Offer or any other acquisition proposal at this time. However, as previously announced, the board of directors, based on the recommendation of a special committee of independent directors of Look, has determined that the Support Agreement is in the best interests of Look and that the board will not make a negative recommendation to shareholders in relation to the Ulicki Offer. The board of directors will continue to evaluate the Ulicki Offer, the NWT Offer and any other acquisition proposal that Look receives in light of all available alternatives. There can be no assurance that the Ulicki Offer, the NWT Offer or any other transaction involving Look will be completed as proposed, or at all.

About Look Communications Inc.

Look's shares are listed on the NEX under the symbols "LOK.H" for Multiple Voting Shares and "LOK.K" for Subordinate Voting Shares. Look's website may be found at www.look.ca.

The information contained in this release includes forward-looking statements regarding future events and the future performance of Look that involve risks and uncertainties that could cause actual results to differ materially. Assumptions used in the preparation of such information, although considered reasonable by Look at the time of preparation, may prove to be incorrect. The actual results achieved may vary from the information provided herein and the variations may be material. Consequently, there is no representation by Look that actual results achieved will be the same in whole or in part as those forecast.

Neither the NEX nor its Regulation Services Provider (as that term is defined in the policies of the NEX) accepts responsibility for the adequacy or accuracy of this release.

SOURCE: Look Communications Inc.

%SEDAR: 00013414E

CO: Look Communications Inc.

CNW 17:30e 11-JAN-13

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)

AFFIDAVIT OF VICTOR WELLS
(sworn 22 January 2013)

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 APPLICANTS

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)

MOTION RECORD
(returnable 23 January 2013)

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
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SOLICITORS FOR THE APPLICANTS