

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

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.

SUPPLEMENTARY CROSS- MOTION RECORD OF NIKETO CO. LTD.

February 12, 2013

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SUPPLEMENTARY AFFIDAVIT OF JOHN ZORBAS

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

1. This Affidavit is sworn further to my Affidavits sworn January 22, 24, 28 and February 8, 2013 ("My Prior Affidavits"), and unless the context requires otherwise, I adopt the definitions set out in my Prior Affidavits and in the Plan, a true copy of which is annexed hereto to this my Affidavit and marked as **Exhibit "A"**.

2. Having reviewed the timing and the status of the litigation, Niketo has agreed to provide the Plan that takes into account that the litigation is proceeding on Monday. It provides the opportunity to the shareholders, if the Court so orders, to review the Plan and approve the approach being suggested, which would (i) protect the significant asset of UBS, (ii) provide the funding for the litigation and the administration expenses, and (iii) allow UBS to get out of CCAA protection.

3. Niketo has agreed to provide the funding for the purpose of a shareholders' meeting if the Court directs that a shareholders' meeting take place. In this event, as a condition of Niketo providing such funding for the shareholder's meeting, and as the largest shareholder and a stakeholder, I require that I be made a member of the Board of Directors. If the Plan is approved, sanctioned and implemented, the funding will be part of the Loan Tranche B. If the Plan is not approved, sanctioned or implemented, the funding will be repaid from the sale of half of the LOOK Shares owned by UBS, whether the LOOK Shares are sold to the present potential purchaser, or to Niketo under the Backstop Agreement.

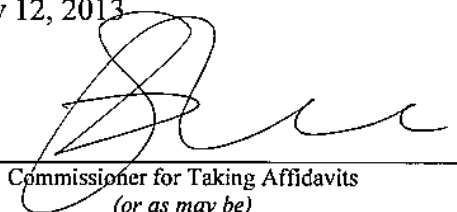
4. The prejudice to UBS if the Plan is not approved, sanctioned or implemented is that it would lose the potential purchaser under the Sales Process. If the potential purchaser agrees to extend and completes the transaction, should the Plan not be approved, sanctioned or implemented, then there is no need for the Backstop Agreement. However, if the potential purchaser is lost and the Plan is not approved, sanctioned or implemented, then the Backstop Agreement permits the LOOK Shares to be purchased at a higher price (\$0.15 per share) so that the funds will be available to UBS in order to meet its obligations and to have working capital.

5. It is in accordance with that program, that the Plan, the Loan Agreement and related General Security Agreement (with no Pledge Agreement), and the Backstop Agreement have been drafted. Now shown to me and marked as **Exhibits "B"** to this my Affidavit is a true copy of the Backstop Agreement. The Loan Agreement and General Security Agreement are being finalized and will be provided as soon as possible.

6. We are in the process of wiring £4,000,000 (GBP), which is the equivalent of \$5,600,000 (CDN) to the trust account of Solmon Rothbart Goodman LLP, and anticipate the funds to be wired by February 13, 2013.

7. I make this Affidavit for no improper purpose.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario on
February 12, 2013.



Commissioner for Taking Affidavits
(or as may be)

Raffaele Sparano



JOHN ZORBAS

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

(PROCEEDING COMMENCED AT TORONTO)

SUPPLEMENTARY AFFIDAVIT OF JOHN ZORBAS
SWORN FEBRUARY 12, 2013

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Lawyers for NWT Uranium Corp. and its wholly owned
subsidiary, Niketo Co. Ltd.

File Number: 17086

RCP-E 4C (July 1, 2007)

This is Exhibit "A" referred to in the Affidavit of John Zorbas sworn
February 12, 2013

Commissioner for Taking Affidavits (or as may be)

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UNIQUE BROADBAND SYSTEMS, INC. and UBS WIRELESS SERVICES INC.

PLAN OF ARRANGEMENT IN RESPECT OF UNIQUE BROADBAND
SYSTEMS INC. AND UBS WIRELESS SERVICES INC.

Purpose and Effect of the Plan

The purpose of this Plan is to effect a compromise and arrangement of the Affected Claims in a manner that provides for the retention of the LOOK Shares, immediate payment of the Affected Claims in full and funding of continued litigation of the Disputed Claims in the expectation that all persons with an interest in the Companies will derive a greater benefit from the retention of the LOOK Shares and the continued operation of the Companies than would result from the immediate forced liquidation of the Companies' assets, including all or part of the Look Shares.¹ This Plan contemplates the continued stay of proceedings in respect of the Disputed Claims while the claims process continues. The Companies may settle the Disputed Claims either separately or through another plan of arrangement or compromise.

Article 1 — Interpretation

1.1 — Definitions

In this Plan (including any Schedules hereto), unless otherwise stated or unless the context otherwise requires:

- (a) *"Additional Orders"* means additional Orders from the Court in these proceedings made after the Initial Order, including extension Orders and Orders related to the determination and approval of claims;
- (b) *"Affected Claims"* means all Proven Claims including among others Niketo, DOL, Stellarbridge Management Inc., Gorrisen Federspiel and Goldman Sloan Nash & Haber LLP, excluding Unaffected Claims;
- (c) *"Affected Creditors"* means all Creditors with Affected Claims;

¹ The defined terms referred to in this section are defined in Section 1.1 herein.

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- (d) "*Administration Claims*" means all professional fees of counsel to the Companies, professional fees of the Monitor and counsel to the Monitor, and professional fees of counsel to the Board of Directors of the Companies;
 - (e) "*Business Day*" means a day, other than Saturday, Sunday or a statutory holiday, on which banks and/or the Court are generally open for business in Toronto, Ontario;
 - (f) "*CCAA*" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;
 - (g) "*Claim*" means any right or claim of any Person that may be asserted or made in whole or in part against UBS or UBS Wireless, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* had UBS or UBS Wireless, as the case may be, become bankrupt;
 - (h) "*Companies*" means UBS and UBS Wireless;
 - (i) "*Creditor*" means each Person with a Claim;
 - (j) "*Creditors' Meeting*" means any meeting of the Affected Creditors that may be called and held pursuant to any Meeting Order, as may be necessary, for the purpose of considering and voting upon the Plan, and includes any adjournment of such meeting;
 - (k) "*Court*" means the Superior Court of Justice of Ontario;
 - (l) "*Disputed Claims*" means the Jolian Claim and the Reeson Claim;
 - (m) "*DOL*" means Alex Dolgonos and DOL Technologies Inc.;
 - (n) "*DOL Claim*" means \$500,000, as determined pursuant to the DOL Settlement Agreement;
 - (o) "*DOL Settlement*" means the settlement agreement between DOL and the Companies dated July 5, 2012;
 - (p) "*Effective Time*" means the first moment on the Plan Implementation Date;

- (q) "*Exit Loan*" means the loan to be made by the Plan Sponsor in three tranches as provided in the Exit Loan Agreement;
- (r) "*Exit Loan Agreement*" means the loan agreement between the Companies and the Plan Sponsor pursuant to which the Plan Sponsor will lend up to \$6,000,000 to the Companies to fund distributions to the Affected Creditors determined as of the Effective Time, to be entered into by the Plan Sponsor and the Companies on the Plan Implementation Date in accordance with the terms of this Plan and the Plan Sanction Order;
- (s) "*Filing Date*" means July 5, 2011, the date of the Initial Order;
- (t) "*Initial Order*" means the Order of the Honourable Justice Wilton-Siegel dated July 5, 2011;
- (u) "*Jolian*" means Gerald McGoey and Jolian Investments Limited;
- (v) "*Jolian Claim*" means all Claims of Jolian, including the unliquidated and contingent claims of Jolian that are subject to litigation with the Companies, in the asserted amount of \$10,112,648.00 (plus legal fees), and all indemnity claims;
- (w) "*Look*" means Look Communications Inc.;
- (x) "*Look Shares*" means the approximately 54,785,000 shares of Look owned by UBS Wireless, made up of approximately 24,864,000 multiple voting shares and 29,921,000 subordinate voting shares, which represents 39.2% of the currently outstanding shares of Look;
- (y) "*Meeting Order*" means the Order under the CCAA that, among other things, accepts the filing of the Plan and calls and sets the date for the Creditors' Meeting(s);
- (z) "*Monitor*" means Duff & Phelps Canada Restructuring Inc.;
- (aa) "*Order*" means any Order of the Court in these proceedings;
- (bb) "*Party*" means the Companies and the Affected Creditors, and any reference to a Party includes its successors and permitted assigns; and "*Parties*" means every Party;
- (cc) "*Person*" is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government authority or any agency, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;
- (dd) "*Plan*" means this plan of compromise and arrangement in respect of UBS and UBS Wireless under the CCAA, as supplemented or amended from time to time, and which includes the rights, benefits and obligations set out in the agreements and consents that are schedules to this Plan;
- (ee) "*Plan Implementation Date*" means the Business Day upon after which all of the conditions set out in section 3.10 herein have been met or expressly waived and the date the Monitor has filed a certificate stating that the Plan conditions are satisfied and that, upon such filing, the Plan is thereby implemented;

- (ff) "*Plan Sanction Date*" means the date that the Plan Sanction Order is made by the Court;
- (gg) "*Plan Sanction Order*" means an Order of the Court approving this Plan, to be granted pursuant to the provisions of the CCAA, if and as may be necessary, and shall include provisions as may be necessary or appropriate to give effect to this Plan as such Order may be amended or modified by any court of competent jurisdiction;
- (hh) "*Plan Sponsor*" means Niketo Co. Ltd.;
- (ii) "*Proven Claims*" at any time means all Claims as finally determined in accordance with the claims procedure order or settled by the Companies at the relevant time;
- (jj) "*Reeson*" means Douglas Reeson;
- (kk) "*Reeson Claim*" means all Claims of Reeson, including the unliquidated and contingent claims of Reeson claimed in the proof of claim filed by Reeson in the CCAA proceedings in the asserted amount of \$585,000.00, and all indemnity claims;
- (ll) "*UBS*" means Unique Broadband Systems Inc.;
- (mm) "*UBS Wireless*" means UBS Wireless Service Inc, the wholly owned subsidiary of UBS;
- (nn) "*Unaffected Claims*" means (i) Administration Claims, (ii) inter-company claims (ie. amounts owing between UBS and UBS Wireless), (iii) indemnity claims of Dolgonos solely to the extent preserved by the DOL Settlement Agreement, (iv) rights under agreements with the either of the Companies that have not been disclaimed, (v) the Exit Loan and (vi) the Disputed Claims.

The defined terms used in the Initial Order are incorporated in this Plan, if and as necessary.

1.2 — Accounting Terms

All accounting terms not otherwise defined herein will have the meanings ascribed to them in accordance with Canadian generally accepted accounting principles including those prescribed by the Canadian Institute of Chartered Accountants. Accounting policies and standards of financial disclosure will be in accordance with International Financial Reporting Standards.

1.3 — Articles of Reference

The terms "hereof", "hereunder", "herein" and similar expressions refer to this Plan and not to any particular article, section, subsection, clause or paragraph of this Plan and include any agreements supplemental hereto. In this Plan, a reference to an article, section, subsection, clause or paragraph will, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of the Plan. As used in this Plan, the words "include", "includes", "including" or any other derivation thereof means, in any case, those words modified by the words "without limitation".

1.4 — Interpretation Not Affected by Headings

The division of this Plan into articles, sections, subsections, clauses and paragraphs and the insertion of a table of contents and headings are for convenience of reference only and will not affect the construction or interpretation of this Plan.

1.5 — Date for Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day.

1.6 — Time

All times expressed herein are local time in Toronto, Ontario, unless otherwise stipulated.

1.7 — Number, Etc.

In this Plan, where the context requires, a word importing the singular number will include the plural and *vice versa*; and a word or words importing gender will include all genders.

1.8 — Currency

Unless otherwise stated herein, all references to currency in this Plan are to lawful money of Canada.

1.9 — Statutory References

Any reference in this Plan to a statute includes all regulations made thereunder, all amendments to such statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulation.

1.10 — Successors and Assigns

This Plan will be binding upon and will enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in this Plan.

1.12 — Governing Law

This Plan shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of this Plan and all proceedings taken in connection with this Plan and its provisions shall be subject to the jurisdiction of the Court.

1.13 — Schedule

The following are the Schedules to this Plan, which are incorporated by reference into this Plan and form part of it:

Schedule A – Exit Loan Agreement between the Plan Sponsor and the Companies

Schedule B – Consent of [David Subotic], [John Zorbas] and [David Tsubouchi] to act as directors of the Companies

Article 2 — Creditors and Claims

2.1 — Plan Classification and treatment of Claims

- (a) The Claims of Affected Creditors will be treated in the following manner:
 - (i) there will be one (1) class of Affected Creditors; and,

- (ii) each Affected Creditor will receive a cash distribution in the amount of its Proven Claim, on or as soon as practical after the Plan Implementation Date from the proceeds of tranche A of the Exit Loan.
- (b) Without limitation to Section 2.1 (c) each, Unaffected Claim will be paid in accordance with the terms governing such Claims, as agreed by the Companies with the applicable Creditor or, in the case of Disputed Claims, as may be ordered by the Court.
- (c) The Unaffected Claims for the following amounts, if any, shall be paid as soon as possible after the Plan Implementation Date but in any event within 6 months thereafter:
 - (i) all amounts that were outstanding at the time of the application for an order under section 11 or 11.02 of the CCAA and that are of a kind that could be subject to a demand under
 - 1) subsection 224(1.2) of the Income Tax Act;
 - 2) any provision of the Canada Pension Plan or of the Employment Insurance Act that refers to subsection 224(1.2) of the Income Tax Act and provides for the collection of a contribution, as defined in the Canada Pension Plan, an employee's premium, or employer's premium, as defined in the Employment Insurance Act, or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts; or
 - 3) any provision of provincial legislation that has a purpose similar to subsection 224(1.2) of the Income Tax Act, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, and the sum:
 - (I) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the Income Tax Act, or
 - (II) is of the same nature as a contribution under the Canada Pension Plan if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a "provincial pension plan" as defined in that subsection.
 - (ii) amounts at least equal to the amounts that they would have been qualified to receive under paragraph 136(1)(d) of the Bankruptcy and Insolvency Act if the company had become bankrupt on the day on which proceedings commenced under this Act; and,
 - (iii) wages, salaries, commissions or compensation for services rendered after proceedings commence under this Act and before the court sanctions the compromise or arrangement, together with, in the case of travelling salespersons, disbursements properly incurred by them in and about the company's business during the same period

2.2 — Income Tax Withholding Requirements

In connection with this Plan, any distribution made hereunder by the Companies shall be made net of all applicable taxes. Notwithstanding the foregoing and any other provisions of this Plan, each Affected Creditor that is to receive a distribution pursuant to this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental authority (including income, withholding and other tax obligations on account of such distribution). The Companies, as necessary, shall be authorized to take any and all actions as may be necessary or appropriate to comply with applicable withholding and reporting requirements. All amounts withheld on account of taxes shall be treated for all purposes as having been paid to the Affected Creditor in respect of which such withholding was made, provided such withheld amounts are remitted to the appropriate governmental authority.

2.3 — New Board

Pursuant to the Plan Sanction Order, the Board of Directors of UBS will be reconstituted with effect at the Effective Time to ensure that this Plan is fully and properly implemented for the benefit of the Creditors and other stakeholders of the Companies. At the Effective Time, the term of office of the individuals that are directors of UBS immediately prior to the Plan Implementation Date will terminate. Simultaneously, the new Board of Directors will consist of or will include the following individuals (subject to their consent). Such Board shall, in good faith and using all reasonable efforts seek to appoint two additional directors selected by them unanimously within two (2) weeks after the Effective Time. If they are unable to agree, any party may apply for directions of the Court concerning the appointment of directors. A quorum of the new Board of Directors so constituted shall be three and they will hold office until the next annual shareholders meeting of UBS:

Victor Wells

Kenneth Taylor

[One of John Zorbas;

David Subotic;

David Tsubouchi]

2.4 — Persons Affected

On and after the Effective Time, and subject to the fulfilment of certain terms and conditions as set out herein, this Plan will become effective on and be binding on the Plan Sponsor, the Companies and the Affected Creditors, past and present directors or officers of the Companies and all other Persons named or referred to in, or subject to, this Plan.

2.5 — Release of Claims

Effective on the Plan Implementation Date, regardless of whether Proofs of Claim have been filed, the Companies will be released from all Affected Claims, other than in respect of their obligations pursuant to this Plan. For certainty, all Affected Claims other than Unaffected Claims are released effective on the Plan Implementation Date.

Article 3 — Miscellaneous

3.1 — Confirmation of the Plan

In addition to a meeting of Affected Creditors, the Companies contemplate that a meeting of shareholders may be ordered to be held pursuant to the Meeting Order to consider the Plan. In the event that this Plan is approved by the Affected Creditors, whether or not the Plan is approved by the shareholders, the Plan Sponsor will, unless otherwise ordered by the Court, then seek the Plan Sanction Order for the sanction and approval of the Plan. Subject only to the Plan Sanction Order being granted and the satisfaction of those conditions of this Plan described in section 3.10, this Plan will be implemented on the Plan Implementation Date and as of the Effective Time in accordance with Section 3.11.

3.2 — Paramountcy

From and after the Plan Implementation Date and as of the Effective Time, any conflict between this Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, by-laws of the Companies, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between one or more of the Creditors and either of the Companies as at the Plan Implementation Date will be deemed to be governed by the terms, conditions and provisions of this Plan, which will take precedence and priority.

3.3 — Waiver of Defaults

As of the Effective Time, each Creditor will be deemed to have waived any and all defaults by the Companies in every covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in every contract, agreement, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Creditor and the Companies which have occurred prior to or are continuing as at the Plan Implementation Date, and any and all notices of default and demands for payment under any instrument including, without limitation, any guarantee, will be deemed to have been rescinded.

3.4 — Compromise Effective for all Purposes

The payment, compromise or other satisfaction of any Affected Claim under this Plan, if sanctioned and approved by the Court, will be binding upon the applicable Affected Creditors, their heirs, executors, administrators, successors and assigns, for all purposes and, to such extent will also be effective to relieve any third party directly or indirectly liable for such Claim, whether as guarantor, indemnitor, tenant, director, joint covenantor, principal or otherwise.

3.5 — Modification of Plan

The Plan Sponsor reserves the right to file any modification of, supplement to, or amendment to this Plan up to the time of the vote at the Creditors' Meeting. After such Creditors' Meeting, the Plan Sponsor may at any time and from time to time vary, amend, modify or supplement this Plan only with Court approval or if the Monitor and the Plan Sponsor determine that such variation, amendment, modification or supplement is of a technical nature that would not be materially prejudicial to the interests of the Creditors under this Plan or the Plan Sanction Order and is necessary to give effect to the substance of this Plan or the Plan Sanction Order.

3.6 — Consents, Waivers and Agreements

As of the Effective Time, each Creditor will be deemed to have consented and to have agreed to all of the provisions of this Plan as an entirety. In particular, each Creditor will be deemed:

- (a) to have executed and delivered to the Plan Sponsor all consents, releases, assignment and waivers, statutory or otherwise, required to implement and carry out this Plan as an entirety;
- (b) to have waived any default by the Companies in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Creditor and the Companies that has occurred on or prior to the Plan Implementation Date;
- (c) to have agreed that if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Creditor and the Companies as at the Plan Implementation Date and the provisions of this Plan, then the provisions of this Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly; and
- (d) to have released any and all Affected Claims.

3.7 — Releases

As of the Effective Time, each Creditor of the Companies, save and except for those with Unaffected Claims, will be deemed to forever release any and all suits, claims and causes of action that it may have had against the Companies or against any current or former directors, officers, employees and advisors of the Companies except as limited by Section 5.1(2) of the CCAA, subject to those rights, obligations and benefits that continue pursuant to the DOL Settlement Agreement.

3.8 — Deeming Provisions

In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

3.9 — Plan Sanction Order

The Plan Sanction Order shall, among other things:

- (a) declare that this Plan is fair and reasonable;
- (b) declare that as of the Effective Time, this Plan and all associated steps, compromises, settlements, transactions, arrangements, releases and reorganizations effected thereby are approved, binding and effective as herein set out upon the Plan Sponsor, the Companies, all Creditors and all other Persons and Parties affected by this Plan;
- (c) declare that the releases referred to in Section 2.5 and 3.7 shall become effective as of the Effective Time in accordance with this Plan;
- (d) amend the Initial Order and/or Additional Orders if and as may be necessary for the implementation of this Plan;
- (e) compromise, discharge and release the Companies from any and all Affected Claims of any nature in accordance with the Plan, save and except for those with Unaffected Claims, and declare that the ability of any Person to proceed against the Companies in respect of or relating to any such Affected Claims shall be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to such

- Affected Claims be permanently stayed, subject only to the right of Affected Creditors to receive distributions pursuant to this Plan in respect of their Affected Claims;
- (f) declare and direct that the Disputed Claims shall be determined in accordance with the claims procedure Order and enjoining Jolian and Reeson from commencing or continuing any other proceedings in respect to the Disputed Claims;
 - (g) discharge and extinguish all liens, including all security registrations against the Companies in favour of any Affected Creditor;
 - (h) declare that any Affected Claims for which a Proof of Claim has not been filed shall be forever barred and extinguished;
 - (i) declare that the stay of proceedings under the Initial Order and/or Additional Orders is extended in respect of the Companies to, and including, the Plan Implementation Date, and with respect to the Disputed Claims, the stay of proceedings shall continue until such further Order of this Court;
 - (j) declare that, subject to the performance by the Companies of their obligations under this Plan, all obligations, agreements or leases to which the Companies are a Party shall be and remain in full force and effect, unamended, as at the Plan Implementation Date, unless disclaimed or resiliated by the Companies pursuant to the Initial Order and/or Additional Orders, and no Party to any such obligation or agreement shall on or following the Plan Implementation Date, accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation or agreement, by reason:
 - i) of any event which occurred prior to, and not continuing after, the Plan Implementation Date or which is or continues to be suspended or waived under this Plan, which would have entitled any other party thereto to enforce those rights or remedies;
 - ii) that the Companies have sought or obtained relief or have taken steps as part of this Plan or under the *CCAA*;
 - iii) of any default or event of default arising as a result of the financial condition or insolvency of the Companies;
 - iv) of the effect upon the Companies of the completion of any of the transactions contemplated under this Plan; or
 - v) of any compromises, settlements, restructurings or reorganizations effected pursuant to this Plan;
 - (k) stay the commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including, without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any released Party in respect of all Affected Claims and any other matter released herein;

- (l) authorize and direct the Companies to execute the Exit Loan Agreement and any and all necessary documents related to the Exit Loan Agreement and approving the Exit Loan Agreement and the security and other documents contemplated thereby;
- (m) declare that all distributions and payments by the Companies to the Creditors under this Plan are for the account of the Companies and the fulfillment of its obligations under this Plan;
- (n) declare that the Plan Sponsor and the Monitor may apply to the Court for advice and direction in respect of any matter arising from or under this Plan; and
- (o) authorize the Monitor to oversee the implementation of this Plan and report to the Court;

3.10 — Conditions of Plan Implementation

The implementation of this Plan will be conditional upon the fulfilment or satisfaction of the following conditions:

- (a) this Plan shall be approved by the required majority of each class of the Affected Creditors;
- (b) the Court shall have granted the Plan Sanction Order in form and substance satisfactory to the Plan Sponsor acting reasonably;
- (c) the taking of all necessary corporate actions and Court proceedings to approve this Plan and the performance by the Plan Sponsor and the Companies of their obligations thereunder and of all steps set out in this Plan, and all agreements and instruments contemplated thereby;
- (d) the execution and delivery of all documents and instruments contemplated by this Plan; and
- (e) all applicable governmental, regulatory and judicial consents, Orders and similar consents and approvals and all filings with all governmental authorities, securities commissions, stock exchanges and other regulatory authorities having jurisdiction, in each case to the effect deemed necessary or desirable by counsel to the Plan Sponsor and in form and substance satisfactory to the Plan Sponsor for the completion of the transactions contemplated by this Plan or any aspect thereof, will have been obtained or received.

3.11 — Monitor's Certificate

Upon being advised by the Plan Sponsor that the conditions set out in Section 3.10 of this Plan have been satisfied or, in the case of 3.10(c), waived by the Plan Sponsor with the consent of the Monitor, the Monitor shall file with the Court a certificate that states that the Plan conditions set out in 3.10 of this Plan have been satisfied or waived and that, with effect at the Effective Time, upon filing such certificate this Plan shall have been implemented.

3.12 — Notices

Any notice of other communication to be delivered hereunder must be in writing and refer to this Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail or by facsimile addressed to the respective Parties as follows:

GOWLING LAFLEUR HENDERSON LLP
 Barristers & Solicitors
 1 First Canadian Place
 Suite 1600, 100 King Street West
 Toronto, Ontario, M5X1G5

E. Patrick Shea (LSUC# 28133Q) - *Patrick.shea@gowlings.com*
 Tel: 416-369-7399
 Fax: 416-862-7661
 Lawyers for Unique Broadband Systems Inc.

LAX O'SULLIVAN SCOTT LISUS LLP
 Barristers & Solicitors
 145 King Street West, Suite 2750
 Toronto, Ontario, M5H 1J8

Matthew P. Gottlieb (LSUC# 32668B) - *mgottlieb@counsel-toronto.com*
 Tel: 416-644-5353
 Fax: 416-598-3730
 Lawyers for the Monitor - Duff & Phelps Canada Restructuring Inc.

ROY ELLIOT O'CONNOR LLP
 200 Front Street West, Suite 2300
 Toronto, Ontario, M5V 3K2

Peter L. Roy (LSUC# 16132O) - *plr@reolaw.ca*
 Tel: 416-350-2488
 Fax: 416-362-6204
 Lawyers for DOL Technologies Inc. and Alex Dolgonos

or to such other address as any Party may from time to time notify the others in accordance with this Section. 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 before 5:00 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.

3.13 — Further Assurances

Each of the Persons named or referred to in, or subject to, this Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Plan and to give effect to the transactions contemplated herein.

DATED as of the 12th day of February, 2013.

Submitted by Solmon Rothbart Goodman LLP
 on behalf of the Plan Sponsor, Niketo Co. Ltd.

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

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

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

ONTARIO

**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

(PROCEEDING COMMENCED AT TORONTO)

**PLAN OF ARRANGEMENT IN RESPECT OF UNIQUE
BROADBAND SYSTEMS INC. AND UBS WIRELESS
SERVICES INC.**

SOLMON ROTHBART GOODMAN LLP

Barristers

375 University Avenue

Suite 701

Toronto, Ontario

M5G 2J5

Melvyn L. Solmon (LSUC# 16156J)

msolmon@srglegal.com

Tel: 416-947-1093 (Ext. 333)

Fax: 416-947-0079

Raffaele Sparano (LSUC# 47942G)

rsparano@srglegal.com

Tel: 416-947-1093 (Ext. 346)

Fax: 416-947-0079

Lawyers for the Plan Sponsor, Niketo Co. Ltd

File Number: 17086

RCP-E 4C (July 1, 2007)

This is Exhibit "B" referred to in the Affidavit of John Zorbas sworn
February 12, 2013

Commissioner for Taking Affidavits (or as may be)

BACK-STOP AGREEMENT

THIS BACK-STOP AGREEMENT, dated as of February __ 2013 by and between Niketo Co. Ltd. (the "Purchaser") and Unique Broadband Systems Inc., and its wholly owned subsidiary, 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 the Plan with respect to the Vendor, in the form annexed hereto as Schedule "A".

AND WHEREAS the Vendor entered into the 209 Agreement with 2092390 Ontario Inc. dated January 14, 2013 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 that 209 Agreement.

AND WHEREAS as part of the Plan, the Purchaser has agreed to back-stop the 209 Agreement, and the Vendor agrees to sell the Purchased Assets to the Purchaser in return for the Purchase Price and the Purchaser has agreed to purchase the Purchased Assets, subject to the terms and condition of this Agreement, if the following conditions are fulfilled, or performed or occur:

1. That 209 does not extend the 209 Agreement past February 14, 2013, and if extended does not complete the transaction as contemplated by the 209 Agreement;
2. The Plan is not sanctioned by the Court, or, if sanctioned, the Plan is not implemented;
3. The Board of Directors of the Vendor is reconstituted to provide for the current members of the Special Committee, Victor Wells and Kenneth Taylor, and John Zorbas, to constitute a new initial Board of Directors, which new initial Board of Directors will select and add 2 additional independent directors to the Board of Directors, with John Zorbas having a veto power only with regard to any decision as to who will be an added Director ; and,
4. The Vendor agrees that the Ordinary Creditors with proven Claims are paid by the Vendor from the proceeds of this Purchase ("Conditions").

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:

"209 Agreement" means the Agreement of Purchase and Sale entered into between the Vendor and 2092390 Ontario Inc. dated January 14, 2013;

"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 first Business Day following the date the Court approves this sale and following the satisfaction or waiver of all the Conditions set out herein, or such other date as the parties may agree in writing;

"Escrow Agent" means Solmon Rothbart Goodman LLP;

"Plan" means the Plan of Arrangement submitted substantially in the form attached hereto as **Schedule "B"**

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

"Purchase Price" means the amount of \$4,059,000 to 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" – Plan

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 Recitals. The Parties confirm that the recitals confirm that the recitals are true and accurate and form part of this Agreement

2.2 Purchase and Sale. Subject to the terms and conditions hereof, including the Conditions as set out in the recitals, 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.

2.3 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.

2.4 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.

2.5 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 4,059,000 plus any applicable taxes.

3.2 Payment of Purchase Price. The Purchase Price to be paid by the Purchaser to the Vendor for the Purchased Assets 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 Solmon Rothbart Goodman LLP, 375 University Ave, Suite 701, 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.

4.3 Closing Deliveries by the Purchaser. At the Time of Closing the Purchaser shall pay to the Vendor the Purchase Price; The Purchaser shall deliver any directions required by the Escrow Agent in connection with the payment by the Escrow Agent to the Vendor.

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 Conditions set out in the recitals herein 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 or 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 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

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 at the Purchaser to complete the purchase of the Purchased Assets is subject to the following conditions being fulfilled, performed or having occurred:

- (a) all the Conditions set out herein in the recitals;
- (b) 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
- (c) 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, performed or having occurred:

- (a) all the conditions set out herein in the recitals;
- (b) 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; and
- (c) 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 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.

6.5 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, 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 reasonable best efforts to obtain all 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:

c/o Solmon Rothbart Goodman LLP
375 University Ave., Suite 701
Toronto ON M5G 2J5
Attention: Melvyn L. Solmon
Fax: (416)947-0079

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.

NIKETO CO. LTD.

Per: _____
Name:
Title:

**UNIQUE BROADBAND SYSTEMS INC., and its wholly
owned subsidiary, UBS WIRELESS SERVICES INC.**

Per: _____
Name:
Title:

SCHEDULE “C” – Purchased Assets

12,430,000 Multiple Voting Shares of LOOK Communications Inc. (LOK.H)

14,630,000 Subordinate Voting Shares of LOOK Communications Inc. (LOK.K)

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE _____ DAY, THE ____ DAY
MR. JUSTICE WILTON-SIEGEL OF _____, 2013.

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.

APPROVAL AND VESTING ORDER

THIS MOTION, made by Niketo Co. Ltd. (the "**Purchaser**") for an order approving the sale transaction (the "Transaction") contemplated by a Back-Stop Agreement (the "Agreement") between the Purchaser and Unique Broadband Services Inc., and its wholly owned subsidiary, UBS Wireless Services Inc. (the "**Purchaser**") dated February [Date] 2013 and appended to the Affidavit [Name] sworn February [Date] 2013 (the "**Affidavit**"), and vesting in the Purchaser the Vendor's right, title and interest in and to the assets described in the 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 Purchaser, the Vendor, the Monitor and [Other Parties]:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved. The execution of 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 or 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 Agreement and listed on **Schedule "B"** shall vest absolutely in the Purchaser, 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 tiled 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 Monitor 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

SCHEDULE "A" – FORM OF SALE CERTIFICATE

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

SALE CERTIFICATE**RECITALS**

A. Pursuant to an Order of the Court dated February [Date] 2013, the Ontario Superior Court of Justice approved the Back-Stop Agreement (the "Agreement") between the Unique Broadband Services Inc, and its wholly owned subsidiary, UBS Wireless Services Inc. (the "Vendor") and Niketo Co. Ltd. (the "Purchaser") dated February [Date] 2013 and provided for the vesting in the Vendor the right, title and interest in and to the Purchased Assets (as defined in the 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 Agreement) for the Purchased Assets; (ii) that the conditions to Closing as set out in the 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 Agreement.

THE VENDOR CERTIFIES the following:

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

2. The conditions to Closing as set out in the 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.

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

**UNIQUE BROADBAND SERVICES INC. and
its wholly owned subsidiary UBS WIRELESS
SERVICES INC.**

Per:

Name:

Title:

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. et al

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)
Proceedings commenced in Toronto

APPROVAL AND VESTING ORDER

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Lawyers for Niketo Co. Ltd.

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

WEDNESDAY, THE 13th DAY

MR. JUSTICE WILTON-SIEGEL

OF FEBRUARY, 2013.

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.

MEETING ORDER

THIS MOTION made by Niketo Co. Ltd. ("Niketo") for an order, among other things, authorizing Niketo to file the Plan (as defined herein) with the Court and directing Unique Broadband Systems, Inc. ("UBS") and UBS Wireless Services Inc. ("UBS Wireless" and collectively with UBS, the "Companies") to call, hold and conduct a meeting of certain of their creditors to consider and approve the Arrangement Resolution (as defined herein), was heard this day at 361 University Avenue, Toronto, Ontario.

ON READING (i) the Notice of Motion, (ii) the Affidavits of John Zorbos sworn January 22, 24, 28, and February 8, 2013, respectively, (iii) the Affidavit of • sworn January •, 2013 and (iv) the • Report of Duff & Phelps Canada Restructuring Inc. as monitor of the Companies (the "Monitor"); and upon hearing the submissions of counsel for Niketo, the Companies and the Monitor,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and Motion Record herein be and it is hereby abridged so that the motion is properly returnable today and, further, that service of the Notice of Motion and Motion Record herein upon any interested party not served is hereby dispensed with.

DEFINED TERMS AND INTERPRETATION

2. THIS COURT ORDERS that capitalized terms not otherwise defined in this Order have the meanings given to them in **Schedule "A"** attached hereto.
3. THIS COURT ORDERS that all references in this Order to the word "including" shall mean "including without limitation".
4. THIS COURT ORDERS that references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.
5. THIS COURT ORDERS that all references to time herein shall mean local time in Toronto, Ontario, Canada and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.

FILING OF THE PLAN

6. THIS COURT ORDERS that Niketo is hereby authorized and directed to file the Plan with this Court and, with the cooperation and assistance of the Companies and the Monitor, to present the Plan to (a) the Affected Creditors for their consideration at the Creditor Meeting and (b) the Shareholders of UBS for their consideration at the Shareholder Meeting, both in accordance with the terms of this Order.

7. THIS COURT ORDERS that Niketo shall provide a loan to the Companies to provide the funds to pay for the Shareholder Meeting, which loan shall bear interest at the rate of prime plus 2% per annum, and will either be part of the Tranche B Loan contemplated by the Plan, if the Plan is sanctioned and implemented, or if the Plan is not sanctioned or implemented, it will be an unsecured loan which will be repaid within ten days of receipt by the Companies of the sale proceeds of the sale of the shares of Look owned by UBS Wireless, or repaid earlier, at the discretion of the Companies.
8. THIS COURT ORDERS that Niketo may at any time and from time to time before and during the Creditor Meeting amend, modify and/or supplement the Plan by written instrument, provided that:
 - (a) such amendment, modification or supplement must be contained in a written document that is filed with the Court,
 - (b) notice is given to all Affected Creditors prior to, or to those present at, the Creditor Meeting (or any adjournment thereof) of the details of any such amendment, modification or supplement prior to the vote being taken to approve the Plan, and
 - (c) such amendment, modification or supplement complies with the procedures for amendments as set out in the Plan.

NOTICES AND DISTRIBUTION OF MEETING MATERIALS

9. THIS COURT ORDERS that the Monitor shall send a copy of the Meeting Materials by prepaid ordinary mail, courier, fax or e-mail:

- (a) on or before February 20, 2013, to each Affected Creditor that has filed a Proof of Claim, at the address set out in the Proof of Claim for such Affected Creditor or such other address subsequently provided to the Monitor by such Affected Creditor; and
 - (b) to Shareholders in accordance with the Shareholder Meeting provisions of this Order set out below in paragraphs •.
- 10. THIS COURT ORDERS that the Monitor shall post a copy of the Meeting Materials to the Website as soon as practicable after the making of this Order.
- 11. THIS COURT ORDERS that UBS is authorized and directed to call, hold and conduct a special meeting (the "Shareholder Meeting") of beneficial holders of UBS common shares ("UBS Common Shares"), to be held at a date time and place selected by the Monitor to be held no later than March •, 2013 for the holders of UBS Common Shares to consider and, if deemed advisable, pass with or without variation, a resolution approving the Plan.
- 12. THIS COURT ORDERS that the Shareholder Meeting shall be chaired by the Monitor and the Monitor shall supervise the vote and report the results of the vote to UBS, Niketo and to the Court.
- 13. THIS COURT ORDERS that the record date (the "Record Date") for determining Shareholders entitled to receive the Notice to Shareholders, the Shareholder Information Statement, forms of proxy for use by holders of Shareholders (collectively, the "Shareholder Meeting Materials") shall be the close of business on February 15, 2013.

14. THIS COURT ORDERS that the Shareholder Meeting Materials, with such amendments or additional documents as counsel for UBS may advise are necessary or desirable, and as are not inconsistent with the terms of this Meeting Order, shall be sent by UBS to:
- (a) Shareholders determined as at the Record Date, at least twenty-one (21) days prior to the date of the Shareholder Meeting excluding the date of mailing, delivery or transmittal and the date of the Shareholder Meeting, by one or more of the following methods:
 - (i) by prepaid mail, addressed to the Shareholder, at his, her or its address as it appears on the applicable security registers of UBS as at the Record Date;
 - (ii) in the case of non-registered holders of UBS Common Shares, by providing multiple copies of the Shareholder Meeting Materials to intermediaries and registered nominees to facilitate the broad distribution of the Shareholder Meeting Materials to non-registered holders of UBS Common Shares;
 - (iii) by delivery, in person or by recognized courier service, to the addresses specified in clause 14(a)(i) above; or
 - (iv) by e-mail transmission to any Shareholder who identifies himself, herself or itself to the satisfaction of UBS who requests such e-mail transmission;
 - (b) the directors and auditors of UBS by mailing the Shareholder Meeting Materials by prepaid ordinary mail to such persons at least twenty-one (21) days prior to the date of the Shareholder Meeting, excluding the date of mailing and the date of the Shareholder Meeting; and,

- (c) The • Stock Exchange (the “T•X”) by electronically filing the Shareholder Meeting Materials via the System for Electronic Document Analysis and Retrieval at least twenty-one (21) days prior to the date of the Shareholder Meeting, excluding the date of filing and the date of the Shareholder Meeting and that compliance with this paragraph shall constitute good and sufficient notice of the Shareholder Meeting.
15. THIS COURT ORDERS that accidental failure of or omission by UBS to give notice to any one or more Shareholders, or any failure or omission to give such notice as a result of events beyond the reasonable control of UBS (including without limitation any inability to use postal services) shall not constitute a breach of this Order or a defect in the calling of the Shareholder Meeting, but if any such failure or omission is brought to the attention of UBS, then UBS shall use reasonable best efforts to rectify the failure or omission by the method and in the time most reasonably practicable in the circumstances.
16. THIS COURT ORDERS that in the event of an interruption in or cessation of postal services due to strike or otherwise, UBS shall be authorized, in addition or as an alternative to the methods of delivery specified in subparagraph 14(a) above, to communicate notice of the Shareholder Meeting to Shareholders by publishing the Notice to Shareholders once in the Globe and Mail, national edition which publication shall include specific reference to locations at which copies of the Shareholder Meeting Materials will be available.
17. THIS COURT ORDERS that the Shareholder Meeting Materials shall be deemed for the purposes of this Order to have been received,
- (a) in the case of mailing three (3) days after delivery thereof to the post office;

- (b) in the case of delivery in person, upon receipt thereof at the intended recipient's address or, in the case of delivery by courier, one (1) Business Day after receipt by the courier;
 - (c) in the case of facsimile or e-mail transmission or electronic filing, upon the transmission thereof; and
 - (d) in the case of notice in a newspaper, as specified in paragraph 16 above, upon the date of publication of the Notice to Shareholders.
18. THIS COURT ORDERS that service of the Meeting Materials upon the Affected Creditors, posting of the Meeting Materials on the Website shall constitute good and sufficient service of this Order and the Plan on the Affected Creditors, and good and sufficient notice of the Creditor Meeting on all Persons who may be entitled to receive notice thereof or of these proceedings, or who may wish to be present in person or by proxy at the Creditor Meeting, or who may wish to appear in these proceedings, and no other form of notice or service need be made on such Persons, and subject to paragraphs [● to ●] hereof, no other document or material need be served on such Persons in respect of these proceedings. Service shall be effective, in the case of mailing, three days after the date of mailing, in the case of service by courier, on the day after the courier package was sent and, in the case of service by fax or e-mail, on the day the fax or e-mail was transmitted, unless such day is not a Business Day, or the fax or e-mail transmission was made after 5:00 p.m., in which case, on the next Business Day.

CREDITOR MEETINGS

19. THIS COURT ORDERS that, for purposes of considering and voting on the Plan there shall be one class, being the Affected Creditors as established in the Plan, and such classification is hereby approved.
20. THIS COURT ORDERS that the Companies shall call, hold and conduct the Creditor Meeting of the Affected Creditors, on the date and at the time and location set out in the form of Notice to Creditors attached hereto as Appendix "2", to enable the Affected Creditors to consider the Plan and to enable Niketo to seek approval by the Affected Creditors of the Arrangement Resolution.
21. THIS COURT ORDERS that a representative of the Monitor shall preside as the chair (the "Chair") of the Creditor Meeting and, subject to this Order and any further Order of the Court, shall decide all matters relating to the rules and procedures at and the conduct of the Creditor Meeting and the validity of Proxies. The Chair may adjourn the Creditor Meeting with the consent of Niketo.
22. THIS COURT ORDERS that the Monitor may appoint scrutineers (the "Scrutineers") for the supervision and tabulation of the attendance, quorum, and votes cast at the Creditor Meeting, and that a person designated by the Monitor shall act as secretary at each Creditor Meeting (the "Secretary").
23. THIS COURT ORDERS that the only Persons entitled to notice of or to attend or speak at the Creditor Meeting are the Affected Creditors with Proven Claims and their respective proxy holders and legal counsel; representatives of Niketo, the Companies and the Monitor and their respective legal counsel; the Scrutineers; and the Secretary. Any other Person may

be admitted to the Creditor Meeting only on invitation of Niketo or the Chair with the consent of the other.

24. THIS COURT ORDERS that the quorum required at the Creditor Meeting shall be one Affected Creditor who is entitled to vote on the Plan, present in person or by proxy. If the requisite quorum is not present at the Creditor Meeting, then the Creditor Meeting shall be adjourned by the Chair to such time and place as the Chair with the consent of Niketo deems necessary or desirable.
25. THIS COURT ORDERS that, at the Creditor Meeting, the Chair shall direct a vote by written ballot on the Arrangement Resolution to approve the Plan and any amendments thereto as Niketo may consider appropriate (in accordance with the provisions of this Order).
26. THIS COURT ORDERS that the only Persons entitled to vote at the Creditor Meeting, in person or by proxy, are Affected Creditors with Proven Claims. Each Affected Creditor entitled to vote on the Plan shall have one vote, which vote shall have the value of its Proven Claim.
27. THIS COURT ORDERS that, if an Affected Creditor transfers all of its Claim and, not later than two Business Days prior to the Creditor Meeting, the transferee delivers evidence reasonably satisfactory to the Monitor of its ownership of such Claim and a written request to the Monitor that such transferee be entitled to vote at the Creditor Meeting, then such transferee shall be entitled to attend and vote, either in person or by proxy, in lieu of the transferor.

28. THIS COURT ORDERS that any proxy that any Affected Creditor wishes to submit in respect of the Creditor Meeting (or any adjournment thereof) must be substantially in the form attached hereto as Appendix "3", or in such other form acceptable to the Monitor or the Chair and be received by 5:00 p.m. on the Business Day immediately prior to the day on which the Creditor Meeting (or any adjournment thereof) is to be held. Proxies may also be deposited with the Chair at the Creditor Meeting (or any adjournment thereof) prior to the commencement of the Creditor Meeting (or any such adjournment).
29. THIS COURT ORDERS that the Creditor Meeting may be adjourned by the vote of Affected Creditors, either present in person or by proxy, holding a majority in value of the Affected Claims voting in respect of such adjournment. Any adjourned Creditor Meeting shall be adjourned by the Chair to such date, time and place as may be determined by the Chair with the consent of Niketo. None of the Companies, the Monitor and Niketo shall be required to give notice of any adjourned Creditor Meeting, other than announcing the adjournment or posting the notice thereof at the place of the Creditor Meeting being adjourned.
30. THIS COURT ORDERS that the results of all votes conducted at the Creditor Meeting shall be binding on all Affected Creditors, whether or not any such Affected Creditor was present or voted at the applicable Creditor Meeting.

HEARING FOR SANCTION ORDER

31. THIS COURT ORDERS that the Monitor shall file a report to the Court no later than three Business Days after the Creditor Meeting (or any adjournment thereof) and the Shareholder Meeting have both been held with respect to the results of the voting of Affected Creditors with Proven Claims on the Plan.

32. THIS COURT ORDERS that, if the Plan is approved by the required majorities of Affected Creditors at the Creditor Meeting pursuant to the CCAA, Niketo shall seek Court approval of the Plan at a motion for the Sanction Order, which motion shall be returnable before this Court at 10:00 a.m. on ●, 2013, or as soon after that date as the matter can be heard (the "Sanction Hearing").
33. THIS COURT ORDERS that service of the Notice to Creditors and this Order shall constitute good and sufficient service of notice of the Sanction Hearing upon all Persons who are entitled to receive such service and no other form of service need be made and, unless they are on the Service List or have filed and served a notice of appearance in accordance with paragraph [●], no other materials need be served on such Persons in respect of the Sanction Hearing.
34. THIS COURT ORDERS that any Person wishing to receive materials and appear at the motion for the Sanction Order who is not on the Service List shall serve upon the solicitors for Niketo, the Companies and the Monitor, and file with this Court, a notice of appearance by no later than 5:00 p.m. on ●, 2013.
35. THIS COURT ORDERS that, if the Sanction Hearing is adjourned, only those Persons who are on the Service List or who have served and filed a notice of appearance in accordance with paragraph [●] shall be served with notice of the adjourned date.

STAY OF LITIGATION

36. THIS COURT ORDERS that no proceedings between the Companies and Jolian or Reeson or in respect of the Jolian Claim or the Reeson Claim (including the proceedings before the Court having file number ●) may be commenced or continued until further Order of the

Court, provided that nothing herein affects the proceedings with respect to the Disputed Claim being dealt with pursuant to the Claims Process Order.

GENERAL PROVISIONS

37. THIS COURT ORDERS that the Companies and the Monitor shall provide reasonable cooperation and assistance to Niketo in connection with the Creditor Meeting, the Shareholder Meeting and other matters governed by this Order. Any of Niketo, the Companies and the Monitor may apply to Court for directions in respect of the implementation of this Order on not less than three Business Days' notice to the others or such other notice as the Court may order.
38. THIS COURT ORDERS that this Order and any other order in these proceedings shall have full force and effect in all provinces and territories in Canada and abroad as against all Persons against whom they may otherwise be enforceable.
39. THIS COURT ORDERS AND REQUESTS the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to section 17 of the CCAA) and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court or any judicial, regulatory or administrative body of the United States and the states or other subdivisions of the United States and of any other nation or state to act in aid of and be complimentary to this Court in carrying out the terms of this Order.
-

SCHEDULE "A"

DEFINITIONS

In this Order, the following terms shall have the following meanings:

- (a) "*Additional Orders*" means additional Orders from the Court in these proceedings made after the Initial Order, including extension Orders and Orders related to the determination and approval of claims;
- (b) "*Affected Claims*" means all Claims, excluding Unaffected Claims;
- (c) "*Affected Creditors*" means all Creditors with Affected Claims;
- (d) "*Administration Claims*" means all professional fees of counsel to the Companies, professional fees of the Monitor and counsel to the Monitor, and professional fees of counsel to the Board of Directors of the Companies;
- (e) "*Business Day*" means a day, other than Saturday, Sunday or a statutory holiday, on which banks and/or the Court are generally open for business in Toronto, Ontario;
- (f) "*CCAA*" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36;
- (g) "*Claim*" means any right or claim of any Person that may be asserted or made in whole or in part against UBS or UBS Wireless, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including without limitation, by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims of any kind that, if unsecured, would be a debt provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* had UBS or UBS Wireless, as the case may be, become bankrupt;
- (h) "*Companies*" means UBS and UBS Wireless;
- (i) "*Creditor*" means each Person with a Claim;
- (j) "*Creditors' Meeting*" means the meeting of the Affected Creditors to be called and held pursuant to this Meeting Order for the purpose of considering and voting upon the Plan, and includes any adjournment of such meeting;
- (k) "*Court*" means the Superior Court of Justice of Ontario;

- (l) *"Disputed Claims"* means the Jolian Claim and the Reeson Claim;
- (m) *"DOL"* means Alex Dolgonos and DOL Technologies Inc.;
- (n) *"DOL Claim"* means \$500,000, as determined pursuant to the DOL Settlement Agreement;
- (o) *"DOL Settlement"* means the settlement agreement between DOL and the Companies dated July 5, 2012;
- (p) *"Effective Time"* means the first moment on the Plan Implementation Date;
- (q) *"Exit Loan"* means the loan to be made by the Plan Sponsor in three tranches as provided in the Exit Loan Agreement;
- (r) *"Exit Loan Agreement"* means the loan agreement between the Companies and the Plan Sponsor pursuant to which the Plan Sponsor would lend up to \$6,000,000 to the Companies to fund distributions to the Affected Creditors determined as of the Effective Time, to be entered into by the Plan Sponsor and the Companies on the Plan Implementation Date in accordance with the terms of this Plan;
- (s) *"Filing Date"* means July 5, 2011, the date of the Initial Order;
- (t) *"Initial Order"* means the Order of the Honourable Justice Wilton-Siegel dated July 5, 2011;
- (u) *"Jolian"* means Gerald McGoey and Jolian Investments Limited;
- (v) *"Jolian Claim"* means all Claims of Jolian, including the unliquidated and contingent claims of Jolian that are subject to litigation with the Companies, in the asserted amount of \$10,112,648.00 (plus legal fees), and all indemnity claims;
- (w) *"Letter and Instructions to Creditors"* means the letter and instructions to Creditors substantially in the form attached hereto as Appendix "1";
- (x) *"Look"* means Look Communications Inc.;
- (y) *"Look Shares"* means the approximately 54,785,000 shares of Look owned by UBS Wireless, made up of approximately 24,864,000 multiple voting shares and 29,921,000 subordinate voting shares, which represents 39.2% of the currently outstanding shares of Look;
- (z) *"Meeting Order"* means this Order under the CCAA that, among other things, accepts the filing of the Plan and calls and sets the date for the Creditors' Meeting;
- (aa) *"Monitor"* means Duff & Phelps Canada Restructuring Inc.;
- (bb) *"Meeting Materials"* means a copy of each of the Letter and Instructions to Creditors, the Notice to Creditors, the form of Proxy, the Plan and this Order;
- (cc) *"Notice to Creditors"* means the notice to creditors of the Creditor Meetings substantially in the form attached hereto as Appendix "2";
- (dd) *"Notice to Shareholders"* means the notice to shareholders of UBS Common Shares substantially in the form attached hereto as Appendix "4";
- (ee) *"Niketo"* means Niketo Co. Ltd.;
- (ff) *"Order"* means any Order of the Court in these proceedings;

- (gg) "*Party*" means the Companies and the Affected Creditors, and any reference to a Party includes its successors and permitted assigns; and "*Parties*" means every Party;
- (hh) "*Person*" is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government authority or any agency, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;
- (ii) "*Plan*" means the plan of compromise and arrangement in respect of UBS and UBS Wireless under the CCAA proposed the Plan Sponsor, as supplemented or amended from time to time;
- (jj) "*Plan Implementation Date*" means the Business Day upon after which all of the conditions set out in section 3.10 herein have been met or expressly waived and the date the Monitor has filed a certificate stating that the Plan conditions are satisfied and that, upon such filing, the Plan is thereby implemented;
- (kk) "*Plan Sanction Date*" means the date that the Plan Sanction Order is made by the Court;
- (ll) "*Plan Sanction Order*" means an Order of the Court approving this Plan, to be granted pursuant to the provisions of the CCAA, if and as may be necessary, and shall include provisions as may be necessary or appropriate to give effect to this Plan as such Order may be amended or modified by any court of competent jurisdiction;
- (mm) "*Plan Sponsor*" means Niketo;
- (nn) "*Proven Claims*" at any time means all Claims as finally determined in accordance with the claims procedure order or settled by the Companies at the relevant time;
- (oo) "*Proxy*" means a proxy for an Affected Creditor in respect of the Creditor Meeting substantially in the form attached as Appendix "3";
- (pp) "*Reeson*" means Douglas Reeson;
- (qq) "*Reeson Claim*" means all Claims of Reeson, including the unliquidated and contingent claims of Reeson claimed in the proof of claim filed by Reeson in the CCAA proceedings in the asserted amount of \$585,000.00, and all indemnity claims;
- (rr) "*Shareholder*" means a [beneficial] owner of common shares in the capital of UBS;
- (ss) "*Shareholder Information Statement*" means an information statement in form and content satisfactory to UBS, the Monitor and Niketo, for Shareholders in respect of the Plan (subject to direction of the Court if UBS, the Monitor and Niketo are unable to agree on the form and content of such information statement);
- (tt) "*Shareholder Meeting*" means the meeting of Shareholders of UBS to be called and held pursuant to the Meeting Order, and includes any adjournment of such meeting;
- (uu) "*UBS*" means Unique Broadband Systems Inc;
- (vv) "*UBS Wireless*" means UBS Wireless Service Inc, the wholly owned subsidiary of UBS;
- (ww) "*Unaffected Claims*" means Administration Claims, inter-company claims (ie. amounts owing between UBS and UBS Wireless), indemnity claims of Dolgonos, solely to the extent preserved by the DOL Settlement Agreement, rights under agreements with the

either of the Companies that have not been disclaimed, the Exit Loan and the Disputed Claims.

- (xx) "Unsecured Claim" means any Claim or portion thereof that is not a Secured Claim or an Excluded Claim; and
- (yy) "Website" means the website at:

www.duffandphelps.com/services/restructuring/pages/restructuringcases.aspx
maintained by the Monitor in respect of these proceedings.

APPENDIX "1"

UNIQUE BROADBAND SYSTEMS, INC.
AND UBS WIRELESS SERVICES INC.
(the "Companies")

LETTER AND INSTRUCTIONS TO AFFECTED CREDITORS

February • , 2013

TO: AFFECTED CREDITORS OF THE COMPANIES

RE: Meeting of Affected Creditors of the Companies to consider and vote on a resolution to approve the Plan of Compromise and Arrangement proposed by Niketo Co. Ltd. ("Niketo") in respect of the Companies dated February 12, 2013 pursuant to the Companies' Creditors Arrangement Act (Canada) (the "Plan")

On July 5, 2011, Unique Broadband Systems, Inc. ("UBS") and UBS Wireless Services Inc. (collectively, the "Companies") filed for and obtained protection from their creditors under the *Companies' Creditors Arrangement Act* (the "CCAA") pursuant to an order (the "Initial Order") of the Ontario Superior Court of Justice (the "Court"). Pursuant to the Initial Order, RSM Richter Inc., and later by the further Order of the Court, Duff & Phelps Canada Restructuring Inc. was appointed by the court as monitor in the CCAA proceedings (the "Monitor").

On January 31, 2013, Niketo Co. Ltd. ("Niketo"), both a creditor and shareholder of the Companies, sought and obtained an Order from the Court (the "Meeting Order") authorizing it to file with the Court the plan of compromise and arrangement dated February 12, 2013 proposed by Niketo in respect of the Companies (as may be amended, the "Plan"). The Meeting Order directed the Companies to call, hold and conduct a meeting (the "Creditor Meeting") of Affected Creditors on •, 2013 to enable them to consider and vote on the Plan. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Meeting Order.

We enclose in this package copies of the following documents for your review and consideration:

- a Notice to Creditors
- the Plan
- the Meeting Order
- a blank form of Proxy and completion instructions

The purpose of these materials is to provide you with the documents required to enable you to consider the Plan and vote to accept or reject the Plan at the meeting of Affected Creditors to be held on •, 2013 at the offices of • located at •.

PROXY

If an Affected Creditor wishes to vote at the Creditor Meeting and is not an individual or is an individual who will not be attending the Creditor Meeting in person, please complete the enclosed Proxy and provide it to the Monitor so that it is received by the Monitor no later than 5:00 p.m. on • **[Note: the Business Day prior to the Creditor Meeting]**. You are required to provide the Proxy to the Monitor by this deadline or to the Chair prior to the commencement of the Creditor Meeting if you wish to appoint a proxy to cast your vote at the Creditor Meeting. Further instructions can be found on the form of Proxy. Please note that, your failure to vote at the applicable Creditor Meeting will not affect any right you have to receive any distribution that may be made to Affected Creditors under the Plan.

FURTHER INFORMATION

If you have any questions regarding the process or any of the enclosed documents, please contact Duff & Phelps Canada Restructuring Inc. at the following address:

Duff & Phelps Canada Restructuring Inc.

Bay Adelaide Centre
333 Bay Street
14th Floor
Toronto ON M5H 2R2

Attention: Mr. Mitch Vininsky
Telephone: (416) 932-6013
Fax: (647) 497-9477
Email: Mitch.Vininsky@duffandphelps.com

You may view copies of the documents relating to this process on the Monitor's website at:

www.duffandphelps.com/services/restructuring/pages/restructuringcases.aspx

APPENDIX "2"

NOTICE TO CREDITORS OF UNIQUE BROADBAND SYSTEMS, INC. AND UBS WIRELESS SERVICES INC.

On July 5, 2011, Unique Broadband Systems, Inc. ("UBS") and UBS Wireless Services Inc. (collectively, the "Companies") filed for and obtained protection from their creditors under the *Companies' Creditors Arrangement Act* (the "CCAA") pursuant to an order (the "Initial Order") of the Ontario Superior Court of Justice (the "Court"). Pursuant to the Initial Order, RSM Richter Inc., and later by the further Order of the Court, Duff & Phelps Canada Restructuring Inc. was appointed by the court as monitor in the CCAA proceedings (the "Monitor").

On February 13, 2013, Niketo Co. Ltd. ("Niketo"), both a creditor and shareholder of the Companies, sought and obtained an Order from the Court (the "Meeting Order") authorizing it to file with the Court the plan of compromise and arrangement dated February 12, 2013 proposed by Niketo in respect of the Companies (as may be amended, the "Plan"). The Meeting Order directed the Companies to call, hold and conduct a meeting (the "Creditor Meeting") of Affected Creditors on ●, 2013 to enable them to consider and vote on the Plan.

A copy of the Initial Order, the Plan, the Meeting Order and the other Court materials filed by Niketo, the Companies and the Monitor in respect of the Plan, the Meeting Order and the CCAA proceedings can be obtained from the following website:

www.duffandphelps.com/services/restructuring/pages/restructuringcases.aspx

or may be obtained by contacting the Monitor at the address below. Capitalized terms used in this notice are as defined in the Meeting Order unless otherwise noted.

Among other things, the Plan provides for the following:

- the payment in full of the Claims of Affected Creditors with Proven Claims
- a loan by Niketo to the Companies to be used by them solely for the purposes indicated below:
 - (a) Tranche "A" shall be in an amount equal to the sum of all amounts payable to Affected Creditors (as defined in the Plan) on Plan Implementation (as defined in the Plan) and shall be evidenced by a promissory note; this tranche will be an unsecured loan.
 - (b) Tranche "B" shall be in the amount of up to \$2,500,000, which shall be used for working capital purposes and other expenses that may be incurred in the conduct of the litigation of the Disputed Claims (as defined in the Plan) and shall be evidenced by a promissory note. This tranche will be a secured loan secured by a general security agreement, (but without foreclosure rights in favour of Niketo); and
 - (c) Tranche "C" shall be limited to the balance of the Loan, as may be needed, after the advance of Tranches "A" and "B" and would be used only for the settlement of Disputed Claims (as defined in the Plan) and shall be advanced only the completion

of settlement(s) of Disputed Claims on terms satisfactory to the Lender, acting reasonably. Any advances under Tranche "C" shall be evidenced by promissory notes. This tranche will be a secured loan secured by a general security agreement (but without foreclosure rights in favour of Niketo).

- **Rate of Interest**

Interest will accrue on the Outstanding Balance from the date of advance of each Tranche of the Loan until and including the Maturity Date at the Prime Rate, plus 2% per annum. All accrued but unpaid interest shall become due and payable annually on each of the first and second anniversary of the date hereof. Notwithstanding the foregoing, the Borrower may elect, at its sole discretion, to capitalize all accrued but unpaid interest due and payable on the first anniversary of the date hereof and such amount shall be added to the outstanding principal balance on the appropriate Tranche of the Loan and shall form part of the Outstanding Balance. Interest will accrue on the Outstanding Balance both after the occurrence of an Event of Default and judgment at double the Prime Rate, plus 4% per annum.

Any additional information required may be obtained from the Monitor at the address below:

Duff & Phelps Canada Limited

Bay Adelaide Centre
333 Bay Street
14th Floor
Toronto ON M5H 2R2

Attention: Mr. Mitch Vininsky
Telephone: (416) 932-6013
Fax: (647) 497-9477
Email: Mitch.Vininsky@duffandphelps.com

MEETING OF CREDITORS

NOTICE IS HEREBY GIVEN that meetings of Affected Creditors shall be held at the offices of • located at • on •, 2013 at the following times for the purpose of considering and, if thought advisable, approving the Plan:

- (a) Affected Creditors - 11:00 a.m.

SANCTION HEARING

NOTICE IS HEREBY GIVEN that if the Plan is approved by the required majorities of Affected Creditors at each of the Creditor Meetings pursuant to the CCAA, Niketo will seek court approval of the Plan at a motion for the Sanction Order, which motion shall be returnable at 361 University Avenue, Toronto, Ontario at 10:00 a.m. on •, 2013, or as soon after that date as the matter can be heard.

Any person (other than Niketo, the Companies and the Monitor) who wishes to receive motion materials and appear at the Sanction Hearing must be on the Service List maintained by the Monitor for the CCAA proceedings or serve upon the solicitors for Niketo, the Companies and the Monitor, and file with the Court, a Notice of Appearance by no later than 5:00 p.m. (Toronto time) on ●, 2013.

APPENDIX "3"

UNIQUE BROADBAND SYSTEMS, INC. AND UBS WIRELESS SERVICES INC.
(the "Companies")

PROXY FOR USE BY AFFECTED CREDITORS

The undersigned Affected Creditor of the Companies hereby revokes all proxies previously given and nominates, constitutes and appoints _____ of [Mr. John Zorbos] of Niketo, or _____ of _____ on behalf of the undersigned at the Creditor Meeting which is to be held on •, 2013 at [the offices of • at •, Toronto, Ontario], and at any adjournment thereof, to the same extent and with the same powers as the undersigned would have if personally present thereat, to attend, vote, and act and the undersigned hereby grants authorization to vote as follows, namely:

1. Passing a resolution approving the form of plan of compromise or arrangement in respect of the Companies dated January 22, 2013 (the "Plan"), with or without variation.

☐ FOR ☐ AGAINST

2. At the nominee's discretion:

- (a) on any variations or amendments to any of the above matters (including any variation or amendment to the Plan) proposed at such Creditor Meeting or any adjournment thereof, including the authority to sign any written instruments relating thereto; and
- (b) on any other matters that may properly come before the Creditor Meeting or any adjournment thereof.

Please note that paragraph 2 of the proxy provides the nominee with discretionary authority, including the authority to sign any written instruments relating to the matters referred to above or any variations or amendments thereto. The nominee has the right to exercise such discretionary authority to authorize the matters referred to above which require approval by the Affected Creditor.

DATED this _____ day of _____, 2013.

NAME OF AFFECTED CREDITOR: _____

By: _____
(Duly authorized Signatory)

Name and Title: _____

Telephone No.: _____

AGGREGATE VALUE OF CLAIM HELD: _____

Return of Proxy Please return this proxy by facsimile, or by courier to the address set out below:

Duff & Phelps Canada Limited

Bay Adelaide Centre
333 Bay Street
14th Floor
Toronto ON M5H 2R2

Attention: Mr. Mitch Vininsky
Telephone: (416) 932-6013
Fax: (647) 497-9477
Email: Mitch.Vininsky@duffandphelps.com

Notes:

- (i) This proxy is solicited by and on behalf of Niketo.
- (ii) Any Affected Creditor has the right to appoint a person (who need not be an Affected Creditor) other than the person designated in this proxy to attend and vote and act for and on behalf of such Affected Creditor at the Creditor Meeting and in order to do so the Affected Creditor may insert the name of such person in the blank space provided in the proxy or may use another appropriate form of proxy.
- (iii) Where an Affected Creditor fails to specify a choice with respect to its vote on the Plan and a representative of Niketo (being the person specified in this proxy) is appointed as proxy holder, the Affected Claim represented by such proxy will be voted FOR the Plan.
- (iv) An Affected Creditor may delete or amend the discretionary authority granted in paragraph 2 of this proxy if such holder is not desirous of providing discretionary authority in that manner.
- (v) If the Affected Creditor is a corporation, the proxy must be executed by an officer or attorney thereof duly authorized with an indication of title of such officer or attorney and with the corporation's name appearing above the signature line. A person signing on behalf of an Affected Creditor must provide satisfactory proof of such person's authority with the proxy.
- (vi) If the proxy is not dated, it is deemed to be dated as of the date of receipt by the Monitor.

Invalidity of proxies: This proxy will not be valid or acted upon or voted unless it is completed as specified herein. In order to be acted upon, a proxy must be sent by telecopier or by courier so that it is received by the Monitor at Bay Adelaide Centre, 333 Bay Street, 14th Floor, Toronto ON M5H 2R2; Attention: Mr. Mitch Vininsky, Fax No. (647) 497-9477; e-mail at Mitch.Vininsky@duffandphelps.com, by no later than 5:00 p.m. (Toronto time) on the Business Day immediately before the Creditor Meeting or any adjournment thereof, or with the Chair of the Creditor Meeting prior to the commencement thereof.

APPENDIX "4"

NOTICE TO SHAREHOLDERS OF UNIQUE BROADBAND SYSTEMS, INC.

On July 5, 2011, Unique Broadband Systems, Inc. ("UBS") and UBS Wireless Services Inc. (collectively, the "Companies") filed for and obtained protection from their creditors under the *Companies' Creditors Arrangement Act* (the "CCAA") pursuant to an order (the "Initial Order") of the Ontario Superior Court of Justice (the "Court"). Pursuant to the Initial Order, RSM Richter Inc., and later by the further Order of the Court, Duff & Phelps Canada Restructuring Inc. was appointed by the court as monitor in the CCAA proceedings (the "Monitor").

On February 13, 2013, Niketo Co. Ltd. ("Niketo"), both a creditor and shareholder of the Companies, sought and obtained an Order from the Court (the "Meeting Order") authorizing it to file with the Court the plan of compromise and arrangement dated February 12, 2013 proposed by Niketo in respect of the Companies (as may be amended, the "Plan"). The Meeting Order directed the Companies to call, hold and conduct a meeting (the "Creditor Meeting") of Affected Creditors on ●, 2013 to enable them to consider and vote on the Plan. A Shareholder Meeting has also been called to consider a resolution to approve the Plan to be held on March ●, 2013.

A copy of the Initial Order, the Plan, the Meeting Order and the other Court materials filed by Niketo, the Companies and the Monitor in respect of the Plan, the Meeting Order and the CCAA proceedings can be obtained from the following website:

www.duffandphelps.com/services/restructuring/pages/restructuringcases.aspx

or may be obtained by contacting the Monitor at the address below. Capitalized terms used in this notice are as defined in the Meeting Order unless otherwise noted.

Among other things, the Plan provides for the following:

- the payment in full of the Claims of Affected Creditors with Proven Claims
- a loan by Niketo to the Companies to be used by them solely for the purposes indicated below:
 - (d) Tranche "A" shall be in an amount equal to the sum of all amounts payable to Affected Creditors (as defined in the Plan) on Plan Implementation (as defined in the Plan) and shall be evidenced by a promissory note; this tranche will be an unsecured loan.
 - (e) Tranche "B" shall be in the amount of up to \$2,500,000, which shall be used for working capital purposes and other expenses that may be incurred in the conduct of the litigation of the Disputed Claims (as defined in the Plan) and shall be evidenced by a promissory note. This tranche will be a secured loan secured by a general security agreement (but without foreclosure rights in favour of Niketo); and

- (f) Tranche "C" shall be limited to the balance of the Loan, as may be needed, after the advance of Tranches "A" and "B" and would be used only for the settlement of Disputed Claims (as defined in the Plan) and shall be advanced only the completion of settlement(s) of Disputed Claims on terms satisfactory to the Lender, acting reasonably. Any advances under Tranche "C" shall be evidenced by promissory notes. This tranche will be a secured loan secured by a general security agreement (but without foreclosure rights in favour of Niketo). ;.

- Rate of Interest

Interest will accrue on the Outstanding Balance from the date of advance of each Tranche of the Loan until and including the Maturity Date at the Prime Rate, plus 2% per annum. All accrued but unpaid interest shall become due and payable annually on each of the first and second anniversary of the date hereof. Notwithstanding the foregoing, the Borrower may elect, at its sole discretion, to capitalize all accrued but unpaid interest due and payable on the first anniversary of the date hereof and such amount shall be added to the outstanding principal balance on the appropriate Tranche of the Loan and shall form part of the Outstanding Balance. Interest will accrue on the Outstanding Balance both after the occurrence of an Event of Default and judgment at double the Prime Rate, plus 4% per annum.

The Plan does not involve or contemplate any new UBS Shares being issued that would dilute the holdings of current shareholders of UBS or any change to the terms of the UBS Shares outstanding or to the articles of UBS.

Any additional information required may be obtained from the Monitor at the address below:

Duff & Phelps Canada Limited

Bay Adelaide Centre
333 Bay Street
14th Floor
Toronto ON M5H 2R2

Attention: Mr. Mitch Vininsky
Telephone: (416) 932-6013
Fax: (647) 497-9477
Email: Mitch.Vininsky@duffandphelps.com

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SANCTION HEARING

If the Plan is approved by the Affected Creditors at the Creditor Meetings, the Plan must be approved by the Court before it will be implemented and become binding on the Companies, the Affected Creditors and all other Persons.

NOTICE IS HEREBY GIVEN that, if the Plan is approved by the required majorities of Affected Creditors at each of the Creditor Meetings pursuant to the CCAA, Niketo will seek Court approval of the Plan at a motion for the Sanction Order, which motion shall be returnable at ● University Avenue, Toronto, Ontario at 10:00 a.m. on ●, 2013, or as soon after that date as the matter can be heard.

Any person (other than Niketo, the Companies and the Monitor) who wishes to receive motion materials and appear at the Sanction Hearing must be on the Service List maintained by the Monitor for the CCAA proceedings or serve upon the solicitors for Niketo, the Companies and the Monitor, and file with the Court, a Notice of Appearance by no later than 5:00 p.m. (Toronto time) on ●, 2013.

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)
Proceedings commenced in Toronto

MEETING ORDER

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Lawyers for Niketo Co. Ltd.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**SUPPLEMENTARY CROSS-MOTION
RECORD OF NIKETO**

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File Number: 17086