
**Thirteenth Report to Court of
Duff & Phelps Canada
Restructuring Inc. as CCAA
Monitor of Unique Broadband
Systems, Inc. and UBS Wireless
Services Inc.**

February 8, 2013

Contents

	Page
1.0 Introduction.....	1
1.1 Purposes of this Report.....	2
1.2 Currency	2
1.3 Restrictions	3
2.0 Background	3
3.0 Sale Process	3
3.1 Look.....	3
3.2 Purpose for Commencing the Sale Process	4
3.3 Interest Solicitation.....	5
3.4 Diligence by Interested Parties.....	6
3.5 Results	6
3.6 Key Considerations	7
3.7 Rejection and Extension of Offers	7
3.8 Selection of Purchaser’s Offer	8
3.9 Confidentiality	9
4.0 Transaction.....	9
4.1 Recommendation	10
4.2 Need for Shareholder Approval	11
5.0 Support Agreement.....	12
6.0 Conclusion and Recommendation	13
Appendices	Tab
APA	A
Confidential Appendices	Tab
Interested Parties.....	1
Memo to Special Committee.....	2
Analysis	3

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

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

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

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

**THIRTEENTH REPORT OF DUFF & PHELPS CANADA RESTRUCTURING INC.
AS CCAA MONITOR OF
UNIQUE BROADBAND SYSTEMS, INC.
AND UBS WIRELESS SERVICES INC.**

February 8, 2013

1.0 Introduction

1. Pursuant to an order ("Initial Order") of the Ontario Superior Court of Justice (Commercial List) ("Court") made on July 5, 2011, Unique Broadband Systems, Inc. ("UBS") and UBS Wireless Services Inc. ("Wireless") (UBS and Wireless are jointly referred to as the "Company") were granted protection under the *Companies' Creditors Arrangement Act* ("CCAA") and RSM Richter Inc. ("Richter") was appointed as the monitor ("Monitor").
2. Pursuant to a Court order made on December 12, 2011 (the "Substitution Order"), Duff & Phelps Canada Restructuring Inc. ("D&P") was substituted in place of Richter as Monitor¹.
3. Pursuant to an order of the Court made on February 1, 2013, the Company's stay of proceedings expires on March 11, 2013.

¹ On December 9, 2011, the assets used by Richter in its Toronto restructuring practice were acquired by D&P. Pursuant to the Substitution Order, D&P was substituted in place of Richter in certain ongoing mandates, including acting as Monitor in these proceedings. The licensed trustees/restructuring professionals overseeing this mandate prior to December 9, 2011, remain unchanged.

1.1 Purposes of this Report

1. The purposes of this report (“Report”) are to:
 - a) Provide background information about the Company and these CCAA proceedings;
 - b) Summarize the process approved by the Court pursuant to which the Monitor marketed for sale Wireless’s ownership interest in LOOK Communications Inc. (“Look”), comprised of 24,864,478 Multiple Voting Shares (“MVS”) and 29,921,308 Subordinate Voting Shares (“SVS”) (the MVS and SVS are referenced herein as the “Ownership Interest”) (“Sale Process”);
 - c) Outline the terms of a purchase agreement between Wireless and 2092390 Ontario Inc. (“Purchaser”) dated January 13, 2013 (“APA”) for the sale of 12,430,000 MVS and 14,630,000 SVS (“Look Shares”) for \$0.14 per share (“Transaction”);
 - d) Summarize an offering made by Robert Ulicki and Jeff Gavarkovs to the shareholders of Look and a support agreement between Messrs. Ulicki, Gavarkovs and Look dated December 18, 2012 (“Support Agreement”); and
 - e) Recommend that this Honourable Court make an order:
 - Approving the APA and the Transaction;
 - Authorizing and directing Wireless to execute such documents and to take such additional steps as are necessary to give effect to the Transaction and to complete the sale of the Look Shares to the Purchaser;
 - Vesting in the Purchaser, or such other party as directed by the Purchaser, the right, title and interest of Wireless in and to the Look Shares, free and clear of all liens, charges, security interests, other encumbrances and the like;
 - Sealing confidential Appendices “1”, “2” and “3” of this Report until further order of this Court; and
 - Approving the Monitor’s actions and activities, as described in this Report.

1.2 Currency

1. Unless otherwise noted, all currency references in this Report are to Canadian dollars.

1.3 Restrictions

1. In preparing this Report, the Monitor has relied upon unaudited financial information prepared by the Company's representatives, the Company's books and records and discussions with its representatives. The Monitor has not performed an audit or other verification of such information. An examination of the Company's financial forecasts as outlined in the *Canadian Institute of Chartered Accountants Handbook* has not been performed. Future oriented financial information relied upon in this Report is based on the Company's representative's assumptions regarding future events; actual results achieved may vary from this information and these variances may be material.

2.0 Background

1. Background information concerning the Company is detailed in the affidavit of Mr. Ulicki (the "Ulicki Affidavit"), a director of the Company, sworn July 4, 2011 and filed with the Company's CCAA application materials. The Ulicki Affidavit details, *inter alia*, the Company's history, financial position, litigation and Ownership Interest.
2. Additional information concerning the Company and these proceedings is provided in the proposed monitor's report and the Monitor's reports filed in these proceedings. Copies of these reports can be found on the Monitor's website at: www.duffandphelps.com/restructuringcases.

3.0 Sale Process

1. The Monitor summarized the purpose and results of the Sale Process in its Twelfth Report to Court dated January 30, 2013 ("Twelfth Report"). For convenience, certain sections from the Twelfth Report have been repeated below.
2. The Company is seeking Court approval of the Transaction. This Report is filed in support of that motion.

3.1 Look

1. The shares of Look are listed on the NEX under the symbols "LOK.H" for the MVS and "LOK.K" for the SVS.
2. Holders of MVS are entitled to 150 votes per share whereas holders of SVS are entitled to 1 vote per share. Pursuant to Look's articles of incorporation ("Articles"), if an offer is made to purchase only MVS, the holders of SVS may tender to such offer and all SVS acquired convert into MVS.

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3. Wireless, UBS's wholly-owned subsidiary, is Look's largest individual shareholder – it has a 39.2% economic interest and a 37.6% voting interest in Look. The Ownership Interest is the principal asset of Wireless.

3.2 Purpose for Commencing the Sale Process

1. Pursuant to an order dated November 9, 2012, the Court approved the Sale Process.
2. The Sale Process was initiated following a resolution made on September 4, 2012 by the Company's Board of Directors ("Board") to carry out a process to solicit offers for the Ownership Interest.
3. The primary purpose of the Sale Process was to respond to expressions of interest from several parties to the Company to acquire some or all of the Ownership Interest.
4. As the Company is subject to CCAA proceedings, the Monitor and the Company were of the view that an orderly, Court-supervised process was required to consider the expressions of interest.
5. A sale of some or all of the Ownership Interest will also address the Company's liquidity concerns, which have arisen due to, *inter alia*, the costs associated with several unanticipated motions in these proceedings. The Company's latest projection indicates that it will run out of cash by the end of May, 2013, at the latest.

3.2.1 Appointment of Monitor as Sales Agent

1. Pursuant to a motion heard on November 8, 2012, the Company sought Court approval of the Sale Process, including the appointment of the Monitor to conduct the Sale Process.
2. The Company's motion was opposed by Jolian Investments Limited and Gerald McGoey (together, "Jolian") and by DOL Technologies Inc. and Alex Dolgonos (together, "DOL"). Jolian and DOL objected to, among other things, the engagement of the Monitor rather than an investment dealer as the sales agent.
3. Pursuant to an endorsement dated November 9, 2012, Justice Wilton-Siegel dismissed the objections and stated that: "There is a reasonable basis for the appointment of the Monitor as the sales agent in the present circumstances. The evidence is that it is probable that the proposed transaction is too small to attract the interest of an investment banking firm unless a substantial success fee were paid. In these circumstances, the applicant considers it appropriate to engage the Monitor on a fee-for-service basis. The record states that the Monitor has experience in similar transactions and access to investment banking expertise from an affiliate. There is nothing in the record that contradicts that evidence".

3.2.2 Special Committee

1. Mr. Ulicki advised the Monitor that he may submit an offer in the Sale Process.
2. Due to Mr. Ulicki's potential interest as a bidder, the Board established a special committee to deal with the Sale Process, comprised of Victor Wells and Kenneth Taylor ("Special Committee"), the Company's other two directors.
3. As a result of Mr. Ulicki's potential interest, he recused himself from all Board matters dealing with the Sale Process. Mr. Ulicki has not received any updates from the Monitor concerning the Sale Process, nor did he participate in any Special Committee meetings.
4. Grant McCutcheon and Fraser Elliott, the Company's chief executive officer and chief financial officer, respectively, were also excluded by the Monitor and the Special Committee from all aspects of the Sale Process as they occupy executive positions at Look.

3.3 Interest Solicitation

1. The Monitor prepared marketing materials, consisting of an interest solicitation letter ("Solicitation Letter") and an information memorandum ("Information Memorandum"), from publicly available information, including Look's public filings, UBS's books and records and discussions with UBS's management. The materials described, among other things, Look, the Ownership Interest, the acquisition opportunity and the Sale Process timeline.
2. On November 16, 2012, the Monitor began distributing the Solicitation Letter to interested parties. In total, the Monitor was in contact with 30 parties ("Interested Parties"), including:
 - Parties that had previously submitted offers or expressions of interest to UBS;
 - Parties that had previously expressed interest to UBS's management;
 - Defendants in the action commenced by Look against its former directors and officers whereby Look is seeking, among other things, the recovery of approximately \$21.5 million ("Action"); and
 - Parties that became aware of the process by other means, such as an advertisement placed by the Monitor in *The Globe and Mail* on November 21, 2012 ("Ad").
3. A list of the Interested Parties is provided in Confidential Appendix "1".

3.4 Diligence by Interested Parties

1. The following preliminary information was made available in an online data room assembled for Interested Parties:
 - Look's most recent annual reports and quarterly financial statements;
 - Certain of the materials filed with the Court in the Action as determined to be the most relevant, in consultation with Look's counsel;
 - Press releases regarding the Sale Process; and
 - Certain materials filed and Court orders made in UBS's proceedings, the balance of which is available on the Monitor's website.
2. Interested Parties that executed a confidentiality agreement were, upon request, provided access to:
 - Look's minute books since 2010. The minute books excluded any Board of Directors minutes that Look determined were sensitive or privileged;
 - Meetings with Look's management – Messrs. McCutcheon and Elliott;
 - Meetings with Look's legal counsel; and
 - Information provided by Look's tax advisors, KPMG LLP ("KPMG"), including Look's tax returns and memoranda prepared by KPMG in 2007 and 2009 regarding Look's tax losses. Interested Parties also had an opportunity to discuss Look's tax losses with representatives of KPMG. As required by KPMG, parties were required to execute a hold harmless agreement in favour of KPMG.

3.5 Results

1. The Monitor received twelve offers ("Offers") for the Ownership Interest.
2. The Monitor reviewed the Offers and summarized their terms in a confidential report to the Special Committee, a copy of which is provided in Confidential Appendix "2".
3. The Offers can be summarized as follows:
 - One en bloc offer for the Ownership Interest that exceeded a 15% premium to Look's trading average over the previous 20-day trading period ("Trading Average");

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- Eight en bloc offers for the Ownership Interest at or below a 15% premium to the Trading Average; and
 - Three offers, including the Purchaser's offer, for less than 20% of Look's outstanding shares.

3.6 Key Considerations

1. The Monitor and the Special Committee participated in numerous meetings and discussions with respect to the Sale Process to consider the following:
 - The purpose of the Sale Process;
 - The value of the Ownership Interest relative to the value of the Transaction;
 - The benefit to UBS of continuing to hold the Ownership Interest, in whole or in part;
 - UBS's liquidity concerns – as noted, the Company is projected to run out of cash by the end of May, 2013, at the latest;
 - The benefit of accepting an offer for less than the entire Ownership Interest in order to crystallize a return, while allowing for participation in any upside in Look, particularly if Look is successful in the Action and/or Look takes steps to grow its business. With respect to the Action, Look advised the Monitor that it remains committed to pursuing the Action and is confident that the evidence supports Look's position; and
 - The ability to influence Look via UBS's present ownership interest versus a reduced ownership interest. (Throughout the CCAA proceedings, UBS has not taken steps to influence the affairs of Look. While UBS has a significant voting interest that could influence the composition of Look's board of directors, it is unclear whether it would ultimately exercise this interest, and whether other shareholders may have sufficient votes or take steps to impede UBS from doing so.)

3.7 Rejection and Extension of Offers

1. On December 17, 2012, the Special Committee decided that eight offers at or below a 15% premium to the Trading Average and one of the offers for part of the Ownership Interest should be rejected. The Monitor sent rejection letters to these parties on the same day.

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2. The Special Committee requested that the Monitor approach the parties that had submitted the remaining three offers and seek their consent to leave their offers open for acceptance to January 10, 2013. The extension was intended to provide the Special Committee with additional time over the holiday period to further consider the offers and for the Monitor to perform further analyses. Each of the three parties agreed to the extension.
 3. The Court approved the revision to the Sale Process timeline, as set out in its endorsement made December 17, 2012 (“Endorsement”).

3.8 Selection of Purchaser’s Offer

1. On January 7, 2013, the Special Committee and the Monitor met to review the remaining three offers and discuss the next steps in the Sale Process. The Monitor provided an analysis of the value of the Ownership Interest (“Analysis”). The Analysis illustrates that certain elements of the Analysis are subjective, such as the value of Look’s tax losses and its litigation. The Analysis was performed by accredited valuers in D&P’s organization. A copy of the Analysis is provided in Confidential Appendix “3”.
2. On January 9, 2013, the Monitor and Mr. Wells met with a representative of the Purchaser to discuss: a) the Purchaser’s background and interest in Look; b) the value of the Purchaser’s offer; c) the Purchaser’s vision for Look; and d) developments in the Company’s proceedings, including the implications if the Plan were to be filed².
3. As the value of the Purchaser’s offer did not significantly exceed the next highest bid, the Purchaser was asked to consider increasing its bid to make the bid clearly superior. After considering its bid, the Purchaser did not increase the offer – in fact, the Purchaser reduced it slightly such that it was virtually identical to the value of another offer.
4. On January 10, 2013, the Monitor provided each of the then two highest bidders with an opportunity to submit their highest and best bid by January 11, 2013 at 4pm EST (“Final Deadline”). The Monitor advised the bidders that selection of the successful bidder, if any, would be made by January 14, 2013 (“Final Selection Date”).
5. Both parties determined to leave their offers unchanged.

² On January 8, 2013, counsel representing the Company, Niketo Co. Ltd. (“Niketo”), Jolian and the Monitor attended a hearing before Justice Wilton-Siegel. At the hearing, Justice Wilton-Siegel requested that the Monitor advise the potential purchasers of the Ownership Interest of the plan of compromise or arrangement (“Plan”) sponsored by Niketo and the implications related thereto prior to them entering into a definitive agreement with the Company to purchase the Ownership Interest. The Monitor did so.

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6. The Special Committee and the Monitor considered the two offers. The Special Committee, on the Monitor's recommendation, accepted the Purchaser's offer as it contemplated the sale of slightly more shares. Acceptance of the offer was subject to receipt of a deposit of 15% of the purchase price (since received) and execution of an agreement of purchase and sale (since completed). The Transaction is now only conditional on Court approval.
 7. While the Final Selection Date was two business days after the January 10, 2013 date set out in the Endorsement, the Monitor and the Special Committee were of the view that: a) the re-bidding process was necessary given the virtually identical value of the highest bids; b) the remaining dates in the Sale Process timeline would be unaffected by this short extension; and c) no parties would be prejudiced by the extension. The Monitor advised the Special Committee that disclosure of this change to the Sale Process would be made to the Court.

3.9 Confidentiality

1. In the event that the Transaction does not close for any reason, another sale process may be required. In the Monitor's view, revealing the identities of the parties that participated in the Sale Process and the value of their offers could prejudice a subsequent sale process, should one be necessary. The Monitor also believes that its memo to the Special Committee and the Analysis should also remain confidential because disclosure of the information contained therein could influence a subsequent sale process.
2. No party will be prejudiced if the information is sealed at this time. The Monitor believes the proposed sealing order is appropriate in the circumstances in respect of Confidential Appendices "1", "2" and "3".

4.0 Transaction

1. The Purchaser is arm's length to the Company and Look, as well as their current and former officers and directors. The Monitor understands that at the date of the APA, the Purchaser did not own, directly or indirectly, any shares of Look. On February 7, 2013, the Monitor was advised by the Purchaser that it has not acquired any shares of Look since the date of the APA.
2. A summary of the Transaction is as follows:
 - The Purchaser is acquiring 12,430,000 MVS and 14,630,000 SVS for \$0.14 per share, for a total purchase price of \$3,788,400;
 - The Purchaser is to acquire the Look Shares free and clear of all liens, claims, charges, security interests, encumbrances and the like;

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- The APA is in a form consistent with insolvency transactions – it provides for the shares to be sold on an “as is, where is” basis, without representations and warranties;
 - The Purchaser is to deposit 15% of the purchase price, being \$568,260, to the Monitor’s counsel as escrow agent. The Purchaser paid the deposit on January 14, 2013; and
 - The Transaction is subject to Court approval by February 15, 2013 (or such later date as the Vendor and the Purchaser may agree) and any other required approvals; regulatory approval has been obtained.
3. A copy of the APA is provided in Appendix “A”.

4.1 Recommendation

1. The Monitor has considered, among other things, the factors set out in subsection 36(3) of the CCAA with respect to authorization by the Court for the sale by a debtor company of its assets outside of the ordinary course of business.
2. The Monitor recommended to the Special Committee that it accept the Purchaser’s offer and respectfully recommends that this Court approve the Transaction for the following reasons:
 - a) The Sale Process was carried out on a basis consistent with the Sale Process Approval Order;
 - b) The process leading to the proposed Transaction was reasonable in the circumstances. In particular, the Sale Process, which was designed by the Monitor in consultation with the Company and the Board, and approved by the Court, was, in the Monitor’s view, commercially reasonable as it canvassed all parties provided to the Monitor that had previously expressed an interest in the Ownership Interest to the Company, as well as others who may have or had an interest (including Jolian and other defendants in the Action³) and provided them with sufficient time to perform diligence and submit offers;
 - c) The Monitor believes that the consideration to be received for the Look Shares pursuant to the APA is fair and reasonable for the following reasons:
 - The purchase price represents approximately a 30% premium to Look’s trading price as at the Deadline and continues to represent a substantial premium⁴; and

³ None of the defendants in the Action submitted an offer.

⁴ As at the date of this Report, the purchase price represents a premium of over 45% of the last trading price of Look’s shares.

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- Based on the Monitor's assessment of the value of Look, the Monitor considers the offer to be within a range of reasonableness;
 - d) The Company is projected to deplete its cash by May, 2013, at the latest. Without the Transaction or another funding mechanism, the Company will be unable to advance and complete these proceedings. Given the history of these proceedings, there can be no certainty that the liquidity generated from the Transaction will be sufficient to fund the balance of these proceedings. That is in large part contingent on the outcome of UBS's claims process and any appeals therefrom. It is also evident that there have been several unanticipated and costly motions in these proceedings, which have adversely impacted the Company's liquidity;
 - e) In the Monitor's view, the Company has not been presented with any other viable solution to resolve its liquidity problem. In that regard, representatives of the Special Committee approached Look to determine if Look would consider paying a dividend to its shareholders. The Monitor understands that Look would not commit to paying a dividend. As noted below, the Support Agreement restricts Look from doing so;
 - f) The Transaction allows the share price value to be maximized while providing UBS with a continuing interest in Look; and
 - g) The continuing interest in Look is a hedge in the event that the value of Look increases for any reason, including if it is successful in the Action.

4.2 Need for Shareholder Approval

1. The APA is conditional on Court approval and any other required approvals. At the time the Company and the Purchaser executed the APA, the Monitor and the Company did not contemplate that "such other required approvals" would include approval of the Company's shareholders.
2. The Monitor believes that, in the context of the applicability of a vote of the Company's shareholders, there are significant distinctions between approval of the Transaction and approval of a plan.
3. For the following reasons, the Monitor is of the view that shareholder approval of the Transaction should not be required:
 - a) The Sale Process was approved by the Court following input from the Company's stakeholders, including its creditors and certain of its shareholders, including DOL, the largest shareholder of UBS at the time;
 - b) The Special Committee, on behalf of the Board, considered its duties and responsibilities to all of UBS's stakeholders in deciding to accept the offer and to proceed with the Transaction;

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- c) The sale of the Look Shares would represent the sale of less than 50% of the Wireless's assets. In the normal course (outside of a CCAA proceeding), the Company would not require shareholder approval for the Transaction. As noted above, regulatory approval has been obtained;
 - d) The result of the Transaction is that Wireless is converting one asset (Look Shares) to another (cash);
 - e) The proceeds from the sale will provide the Company the opportunity to complete the process to determine Jolian's claims. This purpose is identical to the stated purpose of these CCAA proceedings from the outset, being to complete a process to determine disputed claims;
 - f) As described above, subsection 36(3) of the CCAA describes the factors a Court is to consider with respect to its authorization for the sale by a debtor company of its assets outside of the ordinary course of business. It is the Monitor's view that the consideration of these factors supports the approval of the Transaction; and
 - g) Unlike the Plan that had been proposed by Niketo, completion of the Transaction represents an *interim step* in the Company's restructuring proceedings, whereas the Niketo Plan would have constituted a final and conclusive step in the Company's restructuring process under the CCAA.

5.0 Support Agreement

1. Mr. Ulicki recused himself from all Board matters dealing with the Sale Process following his stated intention to potentially bid in the Sale Process.
2. Mr. Ulicki did not submit a bid in the Sale Process.
3. On December 17, 2012, being a week following the Deadline, Mr. Ulicki advised the Monitor and the Special Committee that he and Mr. Gavarkovs, his partner, had made an offer to purchase up to 45 million MVS of Look, or such lesser number of shares as would ensure that they do not, following completion of the offer, hold greater than a 49.9% voting interest in Look, at \$0.11 per share ("Offer").
4. On December 18, 2012, Mr. Ulicki provided the Monitor and the Special Committee with the Support Agreement that was entered into with Look. The Support Agreement provides for, among other things: a) SVS shareholders to convert their SVS into MVS solely for the purposes of tendering to the Offer; b) restrictions on Look paying a dividend or other distribution; and c) a right to match any Superior Proposal (as defined therein) and receive a \$225,000 termination fee payable if, among other things, Look accepts a Superior Proposal.

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5. The Special Committee decided that it was not in the best interests of UBS and its stakeholders to tender the Ownership Interest to the Offer for various reasons, including that the value of the Offer is less than the Purchaser's offer.
 6. As at the date of this Report, the Ulicki Offer documents have not been mailed, thus the takeover bid has not been launched.

6.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that this Honourable Court make an order granting the relief detailed in Section 1.1 (e) of this Report.

* * *

All of which is respectfully submitted,

A handwritten signature in blue ink that reads "Duff + Phelps Canada Restructuring Inc." The signature is written in a cursive, flowing style.

**DUFF & PHELPS CANADA RESTRUCTURING INC.
IN ITS CAPACITY AS COURT APPOINTED CCAA MONITOR OF
UNIQUE BROADBAND SYSTEMS, INC.
AND UBS WIRELESS SERVICES INC.
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “A”

AGREEMENT OF PURCHASE AND SALE

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

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

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

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

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

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

**ARTICLE 1
INTERPRETATION**

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

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

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

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

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

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

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

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

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

"Purchase Price" means the amount of \$3,788,400 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" – Escrow Agreement

Schedule "C" – Purchased Assets

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

ARTICLE 2 PURCHASE AND SALE

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

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

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

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

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

ARTICLE 3 PURCHASE OF PROPERTY

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

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

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

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

ARTICLE 4 CLOSING ARRANGEMENTS

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

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

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

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

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

ARTICLE 6 CONDITIONS OF CLOSING

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 APPROVALS

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

**ARTICLE 8
GENERAL MATTERS**

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

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

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

If to the Purchaser, to:

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

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

If to Vendor, to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

2092390 ONTARIO INC.

Per: Andrew Kim
Name: Andrew Kim
Title: President

UBS WIRELESS SERVICES INC.

Per: _____
Name:
Title:

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

2092390 ONTARIO INC.

Per: _____

Name:

Title:

UBS WIRELESS SERVICES INC.

Per:  _____

Name: *VICTOR WENZEL*

Title:

EXECUTION COPY

SCHEDULE "A"

Approval Order

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**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**THE HONOURABLE M) DAY, THE DAY
JUSTICE) OF JANUARY 2013**

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

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

A

APPROVAL AND VESTING ORDER

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

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

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

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

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

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

5. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee, as an officer of this Court, as may be necessary or

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

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Schedule A – Form of Sale Certificate

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

SALE CERTIFICATE

RECITALS

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

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

THE VENDOR CERTIFIES the following:

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

UBS WIRELESS SERVICES INC.

Per: _____

Name:

Title:

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Schedule B – Purchased Assets

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

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

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SCHEDULE "B"
Escrow Agreement

ESCROW AGREEMENT

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

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

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

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

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

1. Designation of the Escrow Agent

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

2. Delivery of Funds

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

3. Instructions to the Escrow Agent

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

4. Escrow Agent’s Fees and Expenses

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

5. Limitations on Duties and Liabilities of the Escrow Agent

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

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

- (h) if any controversy arises between the parties to this Escrow Agreement, or with any other party, concerning the subject matter of this Escrow Agreement, its terms or conditions, the Escrow Agent will not be required to determine the controversy or to take any action regarding it and shall be entitled at its option to refuse to comply with any or all demands whatsoever until the dispute is settled either by agreement amongst the parties or by the Court; and
- (i) the Escrow Agent may resign its agency hereunder by giving to the Purchaser, the Vendor and the Monitor five (5) days written notice of its resignation, or such shorter period as such parties shall accept as sufficient and in the event the Escrow Agent resigns, the Deposit shall be paid to the Court.

5.2 No implied duties or obligations of the Escrow Agent shall be read into this Escrow Agreement except as required by applicable law.

5.3 Payments or transfers made by the Escrow Agent hereunder shall be duly made if paid by certified cheque, trust cheque or bank draft.

6. Discharge of the Escrow Agent

6.1 The Escrow Agent shall be discharged from any further duties or obligations upon release or disbursement of the Deposit in accordance with this Escrow Agreement, its resignation as provided for the this Escrow Agreement or by Order of the Court.

7. Notice

7.1 All notices and other communications required or permitted hereunder shall be in writing, shall be effective when given, and shall in any event be deemed to be given upon receipt or, if earlier, (a) upon delivery, if delivered by hand; (b) one business day after the business day of deposit with a nationally recognized courier, freight prepaid; or (c) one business day after the business day of facsimile transmission, if delivered by facsimile transmission with copy (including receipt confirmation) by first class mail, postage prepaid, and shall be addressed:

If to the Purchaser, to:

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

Attention: Andrew Kim
Fax:

If to the Monitor, to:

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

Toronto, Ontario, M5H 2R2

Attention: Mitch Vininsky
Fax: (647) 497-9477

If to Vendor, to:

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

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

If to the Escrow Agent, to:

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

Attention: Matt Gottlieb
Fax:

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

8. Amendment

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

9. Indemnification of the Escrow Agent

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

10. Miscellaneous

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

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

2092390 ONTARIO INC.

Per: _____
Name:
Title:

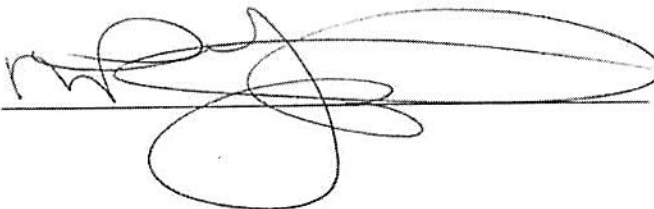
UBS WIRELESS SERVICES INC.

Per: _____
Name:
Title:

DUFF & PHELPS CANADA RESTRUCTURING INC.

Per: _____
Name:
Title:

LAX O'SULLIVAN SCOTT LISUS LLP

Per:  _____
Name:
Title:

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

2092390 ONTARIO INC.

Per: Andrew Kim
Name: Andrew Kim
Title: President

UBS WIRELESS SERVICES INC.

Per: _____
Name: _____
Title: _____

DUFF & PHELPS CANADA RESTRUCTURING INC.

Per: Robert Kohman
Name: Robert Kohman
Title: Managing Director

LAX O'SULLIVAN SCOTT LISUS LLP

Per: _____
Name: _____
Title: _____

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

2092390 ONTARIO INC.

Per: _____
Name:
Title:

UBS WIRELESS SERVICES INC.

Per: _____
Name: *J. VAN TUBELT*
Title:

DUFF & PHELPS CANADA RESTRUCTURING INC.

Per: _____
Name:
Title:

LAX O'SULLIVAN SCOTT LISUS LLP

Per: _____
Name:
Title:

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

2092390 ONTARIO INC.

Per: Andrew Kim
Name: Andrew Kim
Title: President

UBS WIRELESS SERVICES INC.

Per: _____
Name:
Title:

DUFF & PHELPS CANADA RESTRUCTURING INC.

Per: _____
Name:
Title:

LAX O'SULLIVAN SCOTT LISUS LLP

Per: _____
Name:
Title:

SCHEDULE "C"

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

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

TOR_LAW\ 8078414\2