

Court File No:

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

BETWEEN:

NEW SKIES SATELLITES B.V.

Applicant

- and -

JUCH-TECH INC.

Respondent

APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3 AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**APPLICATION RECORD OF
NEW SKIES SATELLITES B.V.**

December 8, 2020

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Proposed Receiver

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AND TO: JUCH-TECH INC.
50 Green Mountain Road West
Hamilton, Ontario L8J 2V5

600 10th Road East,
Stoney Creek, Ontario L8J 3P8

Attention: Walt Juchniewicz

AND TO: TD CANADA TRUST (formerly Canada Trustco Mortgage Company)
781 Mohawk Road West
Hamilton, Ontario L9C 7B7

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TAB 1

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**APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND
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NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing before a Judge presiding over the Commercial List on **December 9, 2020 at 11:30 AM** by judicial videoconference via Zoom at Toronto, Ontario, in accordance with the *Changes to Commercial List operations in light of COVID-19* practice direction dated March 16, 2020, and the *Consolidated Notice to the Profession, Litigants, Accused Persons, Public and the Media*, dated May 13, 2020, issued by Chief Justice Morawetz. The Zoom conference call-in details are attached as Schedule "A" hereto.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and

file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicants' lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but not later than 2 p.m. on the day before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date December 9, 2020

Issued by

Local registrar

Address of court office: 330 University Avenue,
Toronto, ON M5G 1R8

TO: JUCH-TECH INC.
50 Green Mountain Road West
Hamilton, Ontario L8J 2V5

600 10th Rd E,
Stoney Creek, Ontario L8J 3P8

Attention: Walt Juchniewicz

AND TO: TD CANADA TRUST (formerly Canada Trustco Mortgage Company)
781 Mohawk Road West
Hamilton, Ontario L9C 7B7

AND TO: KSV RESTRUCTURING INC.
150 King Street West, Suite 2308
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Tel: 416.932.6025

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Proposed Receiver

AND TO: NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, ON M5K 1E7

Jennifer Stam (LSO# 46735J)

Tel: 416.202.6707

Email: Jennifer.stam@nortonrosefulbright.com

Counsel for Proposed Receiver

APPLICATION

1. The Applicant, New Skies Satellites B.V. (“**New Skies**”), makes application for an Order (the “**Appointment Order**”) substantially in the form included at Tab 3 of its Application Record granting, among other things, the following relief:

- (a) abridging the time for service of this Notice of Application and the Application Record of the Applicant and declaring that this Application is properly returnable on December 9, 2020;
- (b) appointing KSV Restructuring Inc. (“**KSV**”) as receiver (in such capacity, the “**Receiver**”) over the undertaking, assets and properties (the “**Property**”) of Juch-Tech Inc. (“**Juch-Tech**” or the “**Debtor**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) and section 101 of the *Courts of Justice Act* (Ontario);
- (c) granting a charge (the “**Receiver’s Charge**”) over the Property in favour of the Receiver and the Receiver’s counsel to secure the payment of their respective fees and disbursements incurred in connection with these proceedings, on the terms set out in the draft Appointment Order;
- (d) granting a charge (the “**Receiver’s Borrowing Charge**”) over the Property to secure the repayment of amounts advanced to fund the Receiver’s fees and expenses that are necessary to perform its powers and duties as Receiver; and

- (e) such further and other relief as counsel may request and this Court may permit.

2. The grounds for the Application are as follows:

A. The Parties

- (a) New Skies is a Dutch company with its registered office in the Hague, Netherlands. It is a direct subsidiary of SES S.A. (“**SES**”), a Luxembourg company that is one of the world’s leading satellite owners and operators.
- (b) Juch-Tech is a corporation operating under the laws of Canada with its registered office in Hamilton, Ontario. Juch-Tech provides satellite broadcast and internet transmission and uplink services.

B. Juch-Tech’s Secured and Unsecured Indebtedness to New Skies

- (c) Juch-Tech is indebted to New Skies in the amount of U.S. \$10,418,045.48 (the “**Juch-Tech Indebtedness**”) for services provided by New Skies to Juch-Tech pursuant to a Master Services Agreement dated December 17, 2010 (as amended from time to time, the “**MSA**”) and related service orders (the “**Service Orders**”). Interest on the Juch-Tech Indebtedness and New Skies’ costs are continuing to accrue.
- (d) Pursuant to a General Security Agreement dated July 2, 2015 between New Skies and Juch-Tech (the “**General Security Agreement**”),

U.S. \$5,216,616.39 of the Juch-Tech Indebtedness is secured (the “**Secured Obligation**”). The remaining U.S. \$5,201,429.09 of the Juch-Tech Indebtedness is unsecured.

- (e) Based on a search of the Personal Property Registry in Ontario, New Skies understands that the only other secured creditors of Juch-Tech are Canada Trustco Mortgage Company (now known as TD Canada Trust) (“**Canada Trustco**”) and the Hamilton Teleport Ltd. (“**Hamilton Teleport**” and, collectively, the “**PPSA Registrants**”).
- (f) Hamilton Teleport is related to Juch-Tech.

C. **Juch-Tech’s Defaults**

- (g) Juch-Tech is currently in default under the MSA, the Service Orders, and the General Security Agreement. The existing and continuing defaults under the General Security Agreement include the following:
 - (i) Juch-Tech has failed to pay the Secured Obligation, which is an event of default under Section 3(a) of the General Security Agreement.
 - (ii) Juch-Tech has failed to perform its obligations under Section 6 of the MSA by failing to pay outstanding Service Fees (as defined in the MSA) when due and interest thereon, which is an event of default under Section 3(b) of the General Security Agreement.

- (iii) Juch-Tech has failed to deliver a detailed summary of the scope and value of the Collateral (as defined in the General Security Agreement) pursuant to Section 2(d) of the General Security Agreement and information regarding Juch-Tech's indebtedness to the PPSA Registrants despite repeated demands for such information by New Skies, which is an event of default under Section 3(b) of the General Security Agreement. Hamilton Teleport has similarly refused to respond to New Skies' request for information pursuant to section 18 of the PPSA.
- (iv) Juch-Tech has engaged in a pattern of improper conduct including unauthorized use of New Skies' satellites in violation of the MSA.

D. A Receiver Must be Appointed Urgently

- (h) Over the past few months, Just-Tech and Hamilton Teleport have completely ignored numerous demand notices and requests for information made by New Skies. New Skies sent s. 244 notices to Juch-Tech on February 20 and November 4, 2020, and the 10-day waiting period for both notices has expired.
- (i) New Skies has until now refrained from taking steps to enforce its security as it did not have sufficient information to determine the realizable value of the Collateral and the value of any secured

indebtedness that might rank in priority to the Juch-Tech Indebtedness. However, new information has arisen such that the appointment of a Receiver is now critical.

- (j) In particular, in the past few days, New Skies has discovered that Juch-Tech appears to have moved assets that are subject to the General Security Agreement to a property owned by a related company, possibly to frustrate efforts by New Skies to enforce its security interest and preserve its rights.
- (k) New Skies no longer has confidence in Juch-Tech or its management and has serious concerns regarding its Collateral.
- (l) New Skies is urgently asking this Court to appoint the Receiver with limited powers to, among other things, (i) secure Juch-Tech's assets in order to prevent Juch-Tech from taking any steps to further move Collateral to another location, (ii) obtain and review Juch-Tech's books and records, (iii) investigate Juch-Tech's business and operations, (iv) determine the realizable value of any Collateral, and (v) report to this Court no later than January 15, 2021 concerning its preliminary findings.
- (m) Once the Receiver has had an opportunity to review Juch-Tech's operations, financial position and its books and records, it will provide a report to New Skies and the Court by January 15, 2021 at the latest. After reviewing that report, New Skies may seek court approval to

expand the Receiver's mandate to take possession and control of the Collateral and realize on the assets.

- (n) The appointment of a Receiver is just and convenient.
- (o) The General Security Agreement authorizes New Skies to take steps, or engage others to take steps on its behalf, to enforce on its security if Juch-Tech commits an event of default, and these provisions contemplate the "reasonable expenses" of a receiver.
- (p) KSV has consented to act as Receiver if appointed by this Honourable Court.
- (q) Pursuant to its mandate, the Receiver may need to borrow funds in order to carry out its duties and responsibilities. New Skies is seeking, as part of the Appointment Order, a provision authorizing the Receiver to borrow funds for this purpose provided that the outstanding principal amount of such borrowing does not exceed \$500,000 or such greater amount as this Court may by further order authorize.
- (r) The Receiver's Borrowing Charge will rank behind the Receiver's Charge (which will which will secure the Receiver's fees and disbursements), any security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of a secured creditor who would be materially affected by the granting of the requested order and who was not given notice of New Skies' application, and the

charges set out in sections 14.06(7), 81.4(4), and 81.6(2) of the *Bankruptcy and Insolvency Act*, but ahead of all other indebtedness.

- (s) New Skies relies on section 243 of the *Bankruptcy and Insolvency Act*, section 101 of the *Courts of Justice Act*, and Rules 1.04, 2.03, 3.02, 16.08 and 38 of the *Rules of Civil Procedure*.
- (t) Such further grounds as this Court may permit.

3. The following documentary evidence will be used at the hearing of the Application:

- (a) the Affidavit of Brian Hassinger, sworn December 8, 2020;
- (b) the consent of KSV to act as the Receiver;
- (c) such other material as is required and this Court may permit.

December 8, 2020

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Counsel for the Applicant

Schedule A- Zoom Meeting Details

Please advise if you intend to join the hearing of the motion by emailing Waleed Malik at wmalik@osler.com

Join Zoom Meeting

<https://us02web.zoom.us/j/89328443973?pwd=UE9ROHk0TUxVaTZIU3RMVIVFcXF0dz09>

Meeting ID: 893 2844 3973

Passcode: 374855

One tap mobile

+16473744685,,89328443973#,,,,,0#,,374855# Canada

+16475580588,,89328443973#,,,,,0#,,374855# Canada

Dial by your location

+1 647 374 4685 Canada

+1 647 558 0588 Canada

+1 778 907 2071 Canada

+1 204 272 7920 Canada

+1 438 809 7799 Canada

+1 587 328 1099 Canada

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

Meeting ID: 893 2844 3973

Passcode: 374855

Find your local number: <https://us02web.zoom.us/j/89328443973?pwd=UE9ROHk0TUxVaTZIU3RMVIVFcXF0dz09>

NEW SKIES SATELLITES B.V.

JUCH-TECH INC.

Court File No:

and

Applicant

Respondent

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT: TORONTO**

NOTICE OF APPLICATION

OSLER, HOSKIN & HARCOURT LLP
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Counsel for the Applicant

Our Matter No. 1205165

TAB 2

Court File No.

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

BETWEEN:

NEW SKIES SATELLITES B.V.

Applicant

– and –

JUCH-TECH INC.

Respondent

**APPLICATION UNDER SECTION 101 OF THE *COURTS OF JUSTICE ACT, R.S.O.*
1990, C. C.43, AS AMENDED, AND SECTION 243 OF THE *BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, C. B-3 AS AMENDED***

**AFFIDAVIT OF BRIAN HASSINGER
(sworn December 8, 2020)**

I, Brian Hassinger, in the City of Washington D.C., in the United States of America,

MAKE OATH AND SAY:

1. I am a Senior Vice President for SES S.A. (“**SES**”), the parent of the applicant New Skies Satellites B.V. (“**New Skies**”). I started working for SES in November 2011 as a Regional Vice President for the Americas region. In that role, I worked with SES clients to negotiate and restructure their contracts with SES, and assisted SES with internal forecasting and delivering results in line with our business plans. The respondent Juch-Tech Inc. (“**Juch-Tech**”) was one of the clients I dealt with in that role. As such, I have personal knowledge of the matters deposed to herein. Where I have relied on other sources for information, I have specifically referred to such sources and believe them to be true.

2. I swear this affidavit in support of an application by New Skies for an order (the “**Appointment Order**”) appointing KSV Restructuring Inc. (“**KSV**”) as receiver (the “**Receiver**”) of Juch-Tech pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* (Canada), as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act* (Ontario).

3. As at the date of this affidavit, Juch-Tech is indebted to New Skies in the amount of U.S. \$10,418,045.48 (the “**Juch-Tech Indebtedness**”) for services provided by New Skies to Juch-Tech pursuant to a Master Services Agreement dated December 17, 2010 (as amended from time to time, the “**MSA**”) and related service orders (the “**Service Orders**”). Pursuant to a General Security Agreement dated July 2, 2015 between New Skies and Juch-Tech (the “**General Security Agreement**”), U.S. \$5,216,616.39 of the Juch-Tech Indebtedness is secured. The remaining U.S. \$5,201,429.09 of the Juch-Tech Indebtedness is unsecured. Interest on the Juch-Tech Indebtedness and New Skies’ costs are continuing to accrue.

4. New Skies has sent numerous information requests and demands for payment to Juch-Tech pursuant to the General Security Agreement over the past few months, all of which have been ignored. New Skies also sent a request for information under s. 18 of the *Personal Property Security Act* (Ontario) (the “**PPSA**”) to another secured creditor of Juch-Tech that appears to be a related company, which request has been ignored as well. In the past few days, New Skies has discovered that Juch-Tech has moved assets that are subject to the General Security Agreement to a property owned by a related company, possibly to frustrate efforts by New Skies to enforce its security interest and preserve its rights. New Skies no longer has confidence in Juch-Tech or its management and has serious concerns regarding its Collateral (defined below). Therefore, New Skies is urgently asking this Court to appoint the Receiver. The initial purpose of the appointment of the Receiver is largely protective and the proposed Appointment Order provides

that the Receiver will have limited powers to, among other things, (i) secure Juch-Tech's assets in order to prevent Juch-Tech from taking any steps to further move Collateral to another location, (ii) obtain and review Juch-Tech's books and records, (iii) investigate Juch-Tech's business and operations, (iv) determine the realizable value of any Collateral, and (v) report to this Court no later than January 15, 2021 concerning its preliminary findings.

A. New Skies' Business

5. The applicant New Skies is a Dutch company with its registered office in the Hague, Netherlands. It is a direct subsidiary of SES, a Luxembourg company that is one of the world's leading satellite owners and operators. SES partners with the world's leading telecommunications companies, mobile network operators, governments, connectivity and cloud service providers, broadcasters, video platform operators and content owners. SES's business consists of two segments: (i) SES Video, which provides video distribution over a variety of platforms and video services to broadcasters, reaching over 367 million households and serving over 1 billion people worldwide; and (ii) SES Networks, which provides managed connectivity services to customers in markets including telecommunications, cloud computing, commercial air and shipping, holiday cruises, energy, mining, and government and institutional areas. SES Networks operates the world's only multi-orbit constellation of satellites. SES is listed on the Paris stock exchange and the Luxembourg stock exchange. New Skies provides services to both SES Video and SES Network customers across the world.

B. The Debtor – Juch-Tech Inc.

6. The respondent Juch-Tech is a corporation operating under the laws of Canada with its registered office in Hamilton, Ontario. Juch-Tech provides satellite broadcast and internet transmission and uplink services. According to its LinkedIn profile, Juch-Tech is a Canada-based

teleport and ISP that harnesses bandwidth on SES World Skies' satellites to deliver broadband services to small businesses and residents from South Africa to Eastern Europe. A corporate profile report for Juch-Tech is attached as Exhibit A.

C. The Master Services Agreement and Service Orders

7. New Skies and Juch-Tech are party to the MSA which sets forth the terms and conditions under which Juch-Tech could order satellite network services as set forth in the Service Orders. A copy of the MSA is attached as Exhibit B.

8. New Skies and Juch-Tech entered into three Service Orders under the MSA (which were replaced with updated versions from time to time) which further describe the services provided by New Skies to Juch-Tech:

- (a) **Service Order #029734:** The latest version of this service order (Service Order #029734-003) was in effect from March 1, 2016 until May 31, 2017 and replaced an earlier version entered into on October 10, 2012. The service order stated that New Skies would provide Juch-Tech with satellite services in accordance with the Service Specifications (as defined therein) on the following satellite:

Satellite:	Orbital Location:	Orbital Tolerances:
SES-4	22.0°W.L.	+/-0.1°

The service order provided that Juch-Tech would pay a monthly service fee to New Skies of U.S. \$37,500 (U.S. \$450,000 per annum). The service order also required Juch-Tech to deposit security in the amount of U.S. \$37,500, which was to be applied towards the service fee due for the last month of the service term.

Copies of Service Order #029734-003 and its earlier iterations are attached as Exhibit C.

- (b) **Service Order #026924:** The latest version of this service order (Service Order #026924-002) was in effect from January 1, 2012 until May 31, 2017 and replaced an earlier version. The service order stated that New Skies would provide Juch-Tech with satellite services in accordance with the Service Specifications (as defined therein) on the following satellite:

Satellite:	Orbital Location:	Orbital Tolerances:
NSS-10	322.5°E.L.	+/-0.1°

The service order provided that Juch-Tech would pay a monthly service fee in accordance with a ramp-up schedule set out in the service order. The service order also required Juch-Tech to deposit security in the amount of U.S. \$103,512, which was to be applied towards the service fee due for the last month of the service term. A copy of Service Order #026924-002 and its earlier iterations are attached as Exhibit D.

- (c) **Service Order #030114:** The latest version of this service order (Service Order #030114-0100) was in effect from March 1, 2013 until February 29, 2016 and replaced an earlier version. The service order stated that New Skies would provide Juch-Tech with satellite services in accordance with the Service Specifications (as defined therein) on the following satellite:

Satellite:	Orbital Location:	Orbital Tolerances:
SES-2	87.0°W.L.	+/-0.1°

The service order provided that Juch-Tech would pay a monthly service fee of U.S. \$1,335 (U.S. \$16,020 per annum). The service order also required Juch-Tech to deposit security in the amount of U.S. \$1,335, which was to be applied towards the service fee due for the last month of the service term. A copy of Service Order #030114-0100 and its earlier iterations are attached as Exhibit E.

9. All the Service Orders with Juch-Tech have expired as of May 2017 and there are no Service Orders currently in effect. However, Juch-Tech continued to utilize some of New Skies' satellites after the expiry of the Service Orders until early 2020. Initially New Skies allowed Juch-Tech to continue using its satellites to permit Juch-Tech's business to continue operating while New Skies tried to collect the significant receivable owing to it. However, after Juch-Tech continued failing to pay the debt owing to New Skies, New Skies sent notices demanding that Juch-Tech cease such unauthorized use, which were ignored by Juch-Tech. This is discussed in greater detail below.

10. Certain significant provisions of the MSA are described below:

- (a) **Permitted use:** The MSA provides that New Skies' services are provided to Juch-Tech for the following permitted uses: (i) transmissions of Juch-Tech's own digital signals, (ii) video programming and associated audio signals that are used to provide customer entertainment and information services by means of broadcast, cable television, or direct-to-home satellite delivery, internet or other form of mass distribution, and (iii) the provision of value-added telecommunications services by Juch-Tech to its own customers.

- (b) **Service Fees:** The MSA provides that Juch-Tech shall make each and every Service Fee payment in advance, on or before the 25th day of the month preceding the month in which service is provided. This requirement is reiterated in the Service Orders, which sets out the Service Fees owed for the services provided by New Skies. Any payment due from Juch-Tech that is not received on the date it is due shall bear interest at the lesser of 1.5% per month or the maximum rate permitted by law, calculated from the date payment was due until the date it is deemed received.
- (c) **Term:** The MSA provides that it will remain in effect for five years from December 17, 2010 and then shall be renewed thereafter for successive periods of one year each, unless either party provides notice no later than 30 days prior to any such renewal period that it does not wish to renew the MSA. Termination of the MSA will not affect the obligations of the parties with respect to the performance of Service Orders existing as of the termination date or the applicability of the terms and conditions set forth in the MSA to such Service Orders.
- (d) **Termination:** The MSA also contains termination/suspension rights that may be exercised by the parties in certain circumstances. The MSA provides that New Skies may elect to terminate a service order or suspend service if, among other things, Juch-Tech fails to (i) pay any amount when due and does not cure such default within 10 days of receiving notice thereof, (ii) cease any activity in violation of Section 4 (Compliance with Laws) or Section 5 (Permitted Use) immediately after receiving notice from New Skies, or (iii) cease any other activities in violation of the MSA or any service order within 30 days after receiving notice of such breach. The MSA also provides that Juch-Tech will immediately cease all

transmissions upon the expiration or termination of a Service Order unless otherwise agreed in writing by New Skies. However, if Juch-Tech fails to cease use of the service immediately, then without implying any right to continued use, Juch-Tech will pay a fee equal to the then-current rate for thirty-day occasion use service charged by New Skies, which payments will continue until Juch-Tech's use ceases. The MSA remains in effect and neither party has served a termination notice.

D. The General Security Agreement

11. Starting in 2011, Juch-Tech began falling behind on payments owing under the Service Orders and New Skies started sending Juch-Tech non-payment notifications on January 2, 2012. As of June 2015, Juch-Tech owed U.S. \$5,216,616.39 to New Skies (the "**Secured Obligation**"). New Skies indicated that it was not willing to continue providing services on an unsecured basis given this significant receivable. As a result, New Skies and Juch-Tech entered into the General Security Agreement dated July 2, 2015, a copy of which is attached as Exhibit F.

12. Under the General Security Agreement, as general and continuing security for the Secured Obligation, Juch-Tech granted to New Skies a continuing security interest in the undertaking of Juch-Tech and in all Goods, Chattel Paper, Documents of Title, Instruments, Intangibles, Securities and any other personal property or rights owned or acquired by Juch-Tech as of the date of the General Security Agreement or thereafter (collectively, the "**Collateral**").

13. Juch-Tech made certain representations and warranties in the General Security Agreement, including the following:

- (a) Section 2(a) provides that Juch-Tech would not give any further or other security agreement covering the Collateral to any party other than New Skies and no financing statement (other than any which may be filed on behalf of New Skies) covering any of the Collateral “is, now or will be” on file in any public office while the General Security Agreement remains outstanding, except that Juch-Tech may create a purchase money security interest in Collateral but only if such interest is perfected and notification given to New Skies’ pursuant to the provisions of the governing statutes.
- (b) Section 2(b) provides that, except for the security interest granted in the General Security Agreement, Juch-Tech is, or as to Collateral acquired after the date of the General Security Agreement (save the purchase money security interest as described above) will be, the owner of the Collateral, free from any adverse lien, security interest or encumbrance. In addition, Juch-Tech agreed to defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.
- (c) Section 2(c) provides that Juch-Tech’s principal place of business and the location of the office where it keeps its records respecting the accounts receivable was that given at the beginning of the General Security Agreement and that all other places of business of the Debtor were listed on Schedule “A” hereto (both the General Security Agreement and Schedule A only listed one business address for Juch-Tech, 50 Green Mountain Road West, Hamilton, Ontario). If Juch-Tech

changes its principal place of business, or the location of the inventory or equipment, or the location of the office where it keeps its records respecting the accounts receivable, or acquires other places of business, it must promptly notify New Skies.

- (d) Section 2(d) provides that Juch-Tech will from time to time forthwith on request furnish to New Skies in writing all information requested relating to the Collateral and New Skies shall be entitled from time to time to inspect the Collateral.

14. The General Security Agreement also contains several events of default upon which the security granted under the Agreement will become enforceable at New Skies' option, including the following:

- (a) Juch-Tech failing to pay or perform when due any of the Secured Obligation.
- (b) Juch-Tech failing to perform any provision of the General Security Agreement or of any other agreement to which Juch-Tech and New Skies are parties.
- (c) Any of the representations or warranties in the General Security Agreement being wilfully false or inaccurate when made or deemed to be made.
- (d) If Juch-Tech ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, makes an assignment or bulk sale of its assets, or proposes a compromise or arrangement to its creditors.

15. Upon occurrence of any event of default, the General Security Agreement provides that, among other things, New Skies may take such steps as it considers necessary or desirable to obtain possession of all or any part of the Collateral, and that New Skies may by its agents, enter upon

lands and premises for the purpose of taking possession of and removing the Collateral or any part thereof. The General Security Agreement also provides that New Skies may seize, collect, realize, borrow money on the security of release to third parties or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to Juch-Tech (except as otherwise required by any applicable law), and may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services, and receivers and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security or selling or obtaining payment of the Collateral. At its option, New Skies may elect to retain all or any part of the Collateral in satisfaction of the obligations owed to it by Juch-Tech.

16. The General Security Agreement provides that it will be interpreted in accordance with the laws of Ontario and that the parties irrevocably consent to the exclusive jurisdiction of any court of competent jurisdiction in Ontario. Any failure of New Skies to exercise any right set out in the General Security Agreement in any particular instance shall not constitute a waiver thereof in any other instance.

17. The General Security Agreement contemplated that New Skies and Juch-Tech would enter into a payment plan. The parties exchanged drafts of a payment plan and New Skies received verbal promises from representatives of Juch-Tech that Juch-Tech would make payments to pay off the significant arrears owing to New Skies. However, the parties never finalized a payment plan and, while Juch-Tech made a few payments to New Skies, it did not make consistent payments and its arrears continued to grow over time.

18. Pursuant to its rights under the General Security Agreement, New Skies registered its security interests against the Collateral under the *Personal Property Security Act* (Ontario) (the

“PPSA”). A copy of the electronic real time search result of the Personal Property Registry in Ontario reflecting this registered security interest, which search was conducted on December 3, 2020, is attached as Exhibit G. Based on the electronic real time search result, the only other secured parties that appear are Canada Trustco Mortgage Company (now known as TD Canada Trust) (“**Canada Trustco**”) and the Hamilton Teleport Ltd. (“**Hamilton Teleport**” and, collectively, the “**PPSA Registrants**”).

E. Juch-Tech’s Defaults under the General Security Agreement and New Skies’ Demands for Payment

19. Juch-Tech is currently in default under the MSA, the Service Orders, and the General Security Agreement. The existing and continuing defaults under the General Security Agreement include the following:

- (a) Juch-Tech has failed to pay the Secured Obligation, which is an event of default under Section 3(a) of the General Security Agreement.
- (b) Juch-Tech has failed to perform its obligations under Section 6 of the MSA by failing to pay outstanding Service Fees when due and interest thereon, which is an event of default under Section 3(b) of the General Security Agreement.
- (c) Juch-Tech has failed to deliver a detailed summary of the scope and value of the Collateral pursuant to Section 2(d) of the General Security Agreement and information regarding Juch-Tech’s indebtedness to PPSA Registrants that was requested in the correspondence described below. This is an event of default under Section 3(b) of the General Security Agreement.
- (d) Juch-Tech has engaged in unauthorized use of New Skies’ satellites in violation of the MSA.

20. The Service Orders under which New Skies was providing services to Juch-Tech have all expired as of May 31, 2017. At the time of the expiration and after deduction of the deposits held by New Skies, Juch-Tech owed U.S. \$8,098,369.03 to New Skies. Notwithstanding the expiry of the Service Orders, Juch-Tech continued using services on New Skies' satellites without authorization.

21. Initially, New Skies tolerated Juch-Tech's continued use of the its satellites. Juch-Tech indicated to New Skies that it had found third-party investors for its business, that end-users of its services would contract directly with New Skies to receive services, and that an interruption of the satellite link would have severe implications on the ground. Moreover, because Juch-Tech was only using limited bandwidth on the satellites it had access to, it was technically impossible for New Skies to stop Juch-Tech's unauthorized use without risking interruption for other customers using those same satellites. In light of these circumstances and given that New Skies and Juch-Tech were engaged in discussions regarding the settlement of the significant debt owed by Juch-Tech, New Skies permitted Juch-Tech some continued use.

22. Despite New Skies' continued support, Juch-Tech did not make consistent payments. Juch-Tech has only made seven relatively small payments to New Skies since January 2013 and has not made any payments after April 2016. As such, New Skies started sending Juch-Tech notices demanding that it cease its unauthorized use of New Skies' satellites. New Skies also decided to demand payment of the amounts owing by Juch-Tech. New Skies has sent numerous correspondence to Juch-Tech demanding that Juch-Tech cure its defaults and repay the Juch-Tech Indebtedness, all of which have been ignored:

- (a) New Skies sent Juch-Tech a number of notices demanding that it cease its unauthorized use of and transmissions to New Skies' satellites. Attached as

Exhibit H are copies of five unauthorized use notices sent by New Skies to Juch-Tech between July 11, 2018 and August 23, 2019. Juch-Tech's unauthorized transmissions continued until early 2020.

- (b) On May 21, 2019, New Skies delivered a letter to Juch-Tech in which New Skies, among other things, demanded full payment for all outstanding amounts owing as well as payment for continued use by Juch-Tech after the expiration of the Service Orders. A copy of the May 21, 2019 letter is attached as Exhibit I.
- (c) On February 20, 2020, Osler, Hoskin & Harcourt, LLP (“**Osler**”), on behalf of New Skies, delivered a letter to Juch-Tech that described Juch-Tech's defaults under the General Security Agreement and demanded repayment of the Juch-Tech Indebtedness. The letter advised Juch-Tech that unless it immediately repaid the Juch-Tech Indebtedness or made arrangements satisfactory to New Skies for payment of the Juch-Tech Indebtedness, New Skies may take any further steps that it deemed necessary to recover the Juch-Tech Indebtedness. The letter further advised that the steps could include the enforcement of the security granted to New Skies under the General Security Agreement, including the appointment of a receiver. The letter enclosed a Notice of Intention to Enforce Security provided in accordance with s. 244 of the BIA. The letter also required that Juch-Tech Debtor deliver a detailed summary of the scope and value of the Collateral (the “**Collateral Summary**”) in accordance with the terms of the General Security Agreement. A copy of the February 20 letter and the enclosed s. 244 notice is attached as Exhibit J.
- (d) On March 20, 2020, Osler sent a second demand letter to Juch-Tech on behalf of New Skies. Like the February 20 letter, the March 20 letter outlined Juch-Tech's

defaults, demanded immediate repayment of the Juch-Tech Indebtedness, and enclosed a copy of the s. 244 notice sent on February 20, 2020. The March 20 letter also reiterated the demand for the Collateral Summary, noting that Juch-Tech's failure to provide the summary was an additional default under the General Security Agreement, and asked for information regarding amounts owed by Juch-Tech to the PPSA Registrants. A copy of the March 20 letter is attached as Exhibit K.

- (e) On November 4, 2020, Osler sent a final demand letter to Juch-Tech on behalf of New Skies. Like the previous two letters, the November 4 letter outlined Juch-Tech's defaults, demanded immediate repayment of the Juch-Tech Indebtedness and a Collateral Summary, and enclosed a fresh s. 244 notice. The November 4 letter added that Juch-Tech's failure to provide the Collateral Summary and information about debt owed to the PPSA Registrants was an additional default under the General Security Agreement. A copy of the November 4 letter and the enclosed s. 244 notice is attached as Exhibit L.

23. New Skies has not received a response to any of the demand letters sent in 2020.

F. Information Requests to PPSA Registrants

24. After Juch-Tech failed to provide the requested information regarding amounts owed by Juch-Tech to the PPSA Registrants, New Skies directly sought the information from the PPSA Registrants. In particular, on April 1 and 7, 2020, Osler on behalf of New Skies sent letters to the PPSA Registrants seeking the following information pursuant to s. 18 of the PPSA:

- (a) a statement in writing of the amount of the indebtedness and the terms of payment thereof as of the date of the letter; and

(b) a true copy of the security agreement(s).

25. The letters asked the PPSA Registrants to provide the requested information as soon as possible and in any event no later than 15 days from the date of receipt of the letter in accordance with s. 18(5) of the PPSA. Copies of the letters to the PPSA Registrants are attached as Exhibits M and N.

26. I am advised by Sean Stidwill of Osler and believe that Canada Trustco responded to the request and provided the requested information in late October and early November 2020. I am advised by Mr. Stidwill and believe that Canada Trustco's response was delayed in part due to COVID-19 and due to their internal legal counsel considering the request. Canada Trustco advised that it had extended a business line of credit to Juch-Tech, that Juch-Tech owed \$99,037.65 as of October 23, 2020, and that the debt owed to Canada Trustco fluctuated between \$95,000 to \$99,000 on a monthly basis. Canada Trustco also provided copies of certain documents and its PPSA registration. A copy of Canada Trustco's response is attached as Exhibit O.

27. To date, New Skies has not received any response from Hamilton Teleport.

28. As a result of investigation conducted by New Skies and its counsel, New Skies believes that Hamilton Teleport and Juch-Tech are related corporations:

(a) Both companies' corporate search reports indicate that they have the same registered address (335 Greencedar Drive, Hamilton) and have the same director (W. Juchniewicz, which appears to be Walt Juchniewicz, President and Chief Executive Officer of Juch-Tech). 335 Greencedar Drive, Hamilton is also listed as the address for W. Juchniewicz in each of the corporate search reports. Copies of the corporate search reports are attached as Exhibits A and P.

- (b) Juch-Tech provided a submission to Industry Canada dated April 16, 2009 which states that Juch-Tech is the “owner and operator of the Hamilton Teleport.” A copy of the submission is attached as Exhibit Q.
- (c) A posting on isp.today (an online directory of internet service providers) states that Juch-Tech “operates at The Hamilton Teleport”. A copy of the posting is attached as Exhibit R.
- (d) Juch-Tech and Hamilton Teleport are parties to a lease agreement dated January 1, 2009 (the “**Lease**”) under which Hamilton Teleport leases to Juch-Tech certain premises at 50 Green Mountain Road West, Stoney Creek, ON and all telecommunication related licenses held and maintained by Hamilton Teleport. A copy of the Lease is attached as Exhibit S.
- (e) Juch-Tech and Hamilton Teleport are parties to a Security Agreement dated May 13, 2011, a copy of which is attached as Exhibit T.

G. A Receiver Must be Appointed Urgently

29. Despite Juch-Tech repeatedly ignoring New Skies’ requests for information and demands for payment, New Skies has until now refrained from taking steps to enforce its security interest as it did not have the necessary information to determine the realizable value of the Collateral and any debt that may rank in priority to the Juch-Tech Indebtedness. In addition, in an act of good faith, and without prejudice to its ability to enforce on its security, New Skies provided Juch-Tech with time to find additional funding or sell its business so that Juch-Tech could fund payment of the significant arrears owing to New Skies. However, as detailed above, over the past few months,

Juch-Tech and Hamilton Teleport have completely ignored the numerous demand notices and requests for information made by New Skies.

30. More critically, over the past few days, New Skies has discovered that Juch-Tech has moved assets without providing notice to New Skies, potentially to avoid any enforcement steps by New Skies. On December 1, 2020, Osler, as counsel to New Skies, contacted KSV to potentially act as a Receiver in this matter. I understand that KSV will be filing a pre-filing report with the court outlining steps taken by KSV to investigate Juch-Tech after it was contacted by Osler and certain findings relating to Juch-Tech (the “**KSV Report**”). I have reviewed a draft of the KSV Report. Among other things, the KSV Report states that:

- (a) On December 2, 2020, KSV performed internet searches to obtain background information about Juch-Tech. These searches suggest that Juch-Tech has moved satellite dishes believed to be owned by Juch-Tech from 50 Green Mountain Road West in Stoney Creek, ON (the “**Green Mountain Property**”) to 10th Rd E, Stoney Creek, ON (the “**10th Road Property**”). The 10th Road Property is listed online as Juch-Tech’s address.
- (b) KSV obtained “street view” and “aerial” pictures of the Green Mountain Property dated June 2009 and June 2019 from Google maps, which show several buildings and satellite dishes on the property. Sample images are included in the KSV Report and are copied below.

June 2009 (street view):



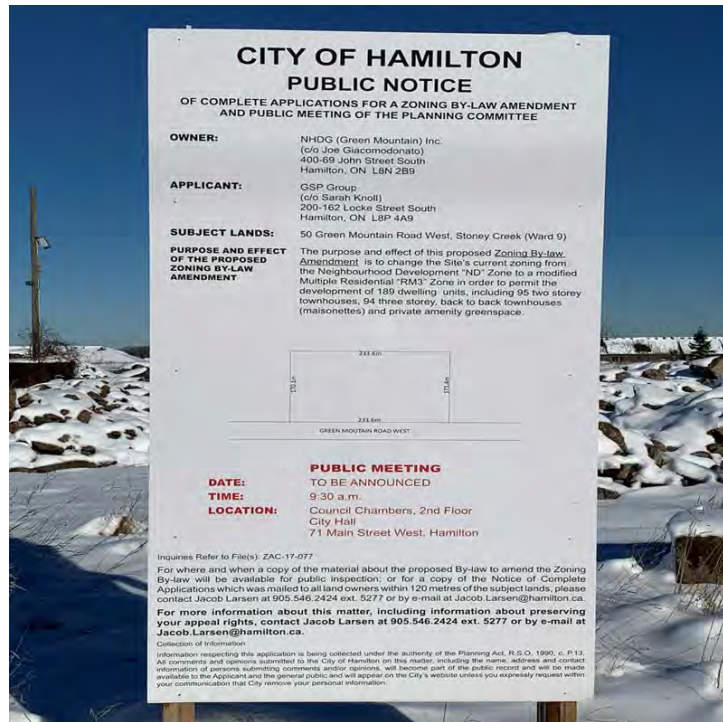
June 2019 (aerial view):



On December 2, 2020, KSV sent one of its representatives to the Green Mountain Property. However, when KSV's representative visited Green Mountain Property on December 2, it was vacant and no buildings, satellite dishes, antennae or other equipment was located on the property. Pictures taken by KSV's representative are provided in the KSV Report and are copied below as well.



- (c) KSV’s internet searches also identified a Development Notice (the “**Development Notice**”) posted on the Green Mountain Property regarding applications for a proposed zoning by-law amendment to permit the development of 189 townhouses and private greenspace. The Development Notice identifies the subject lands as 50 Green Mountain Road West, Stoney Creek and the owner as NHDG (Green Mountain) Inc. (“**NHDG**”). NHDG does not appear to be related to Juch-Tech. KSV’s representative confirmed that the Development Notice remains on site during his December 2 site visit. A picture of the Development Notice is provided in the KSV Report and is copied below.



- (d) After his attendance at the Green Mountain Property, the KSV representative identified a field with numerous satellite dishes and other equipment located near the intersection of 10th Road East and Dofasco 2000 Trail in Stoney Creek (the “Operating Site”). This is believed to be the 10th Road Property. The KSV representative observed a small number of people working at the site. He briefly spoke with one of the men at the Operating Site who advised that he is a contractor and that Juch-Tech is operating from that location. Pictures of the Operating Site taken by KSV’s representative are provided in the KSV Report and certain of which are copied below.

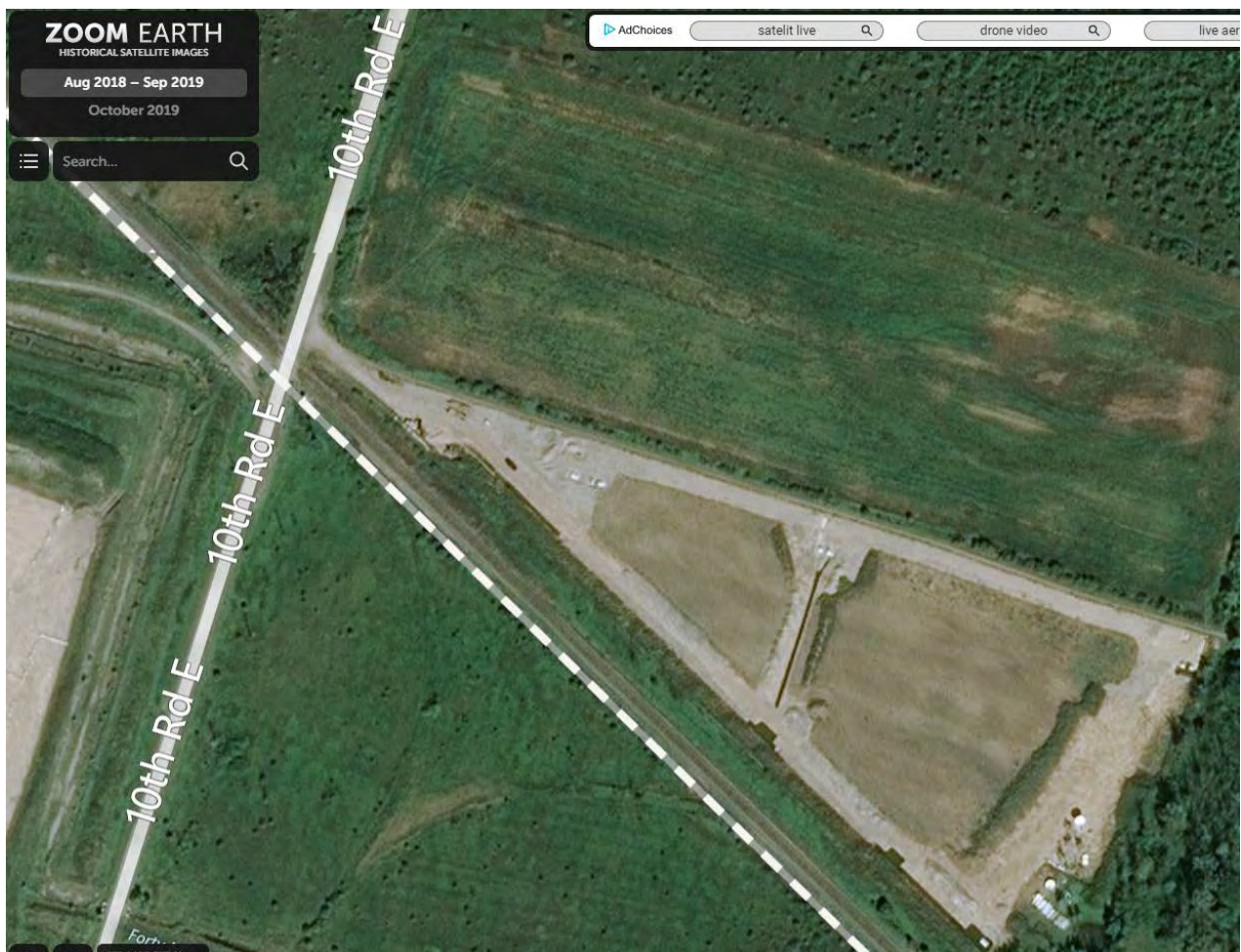


31. Based on this information, it appears that Juch-Tech has ceased operating at the Green Mountain Property and has moved its satellites and other assets that form part of the Collateral to the 10th Road Property. I am advised by Mr. Stidwill at Osler and believe that Osler obtained a title search for the 10th Road Property, which indicates that the Hamilton Teleport is the current owner of the 10th Road Property. A copy of the title search and Instrument WE1238726 transferring the 10th Road Property to Hamilton Teleport are attached as Exhibit U.

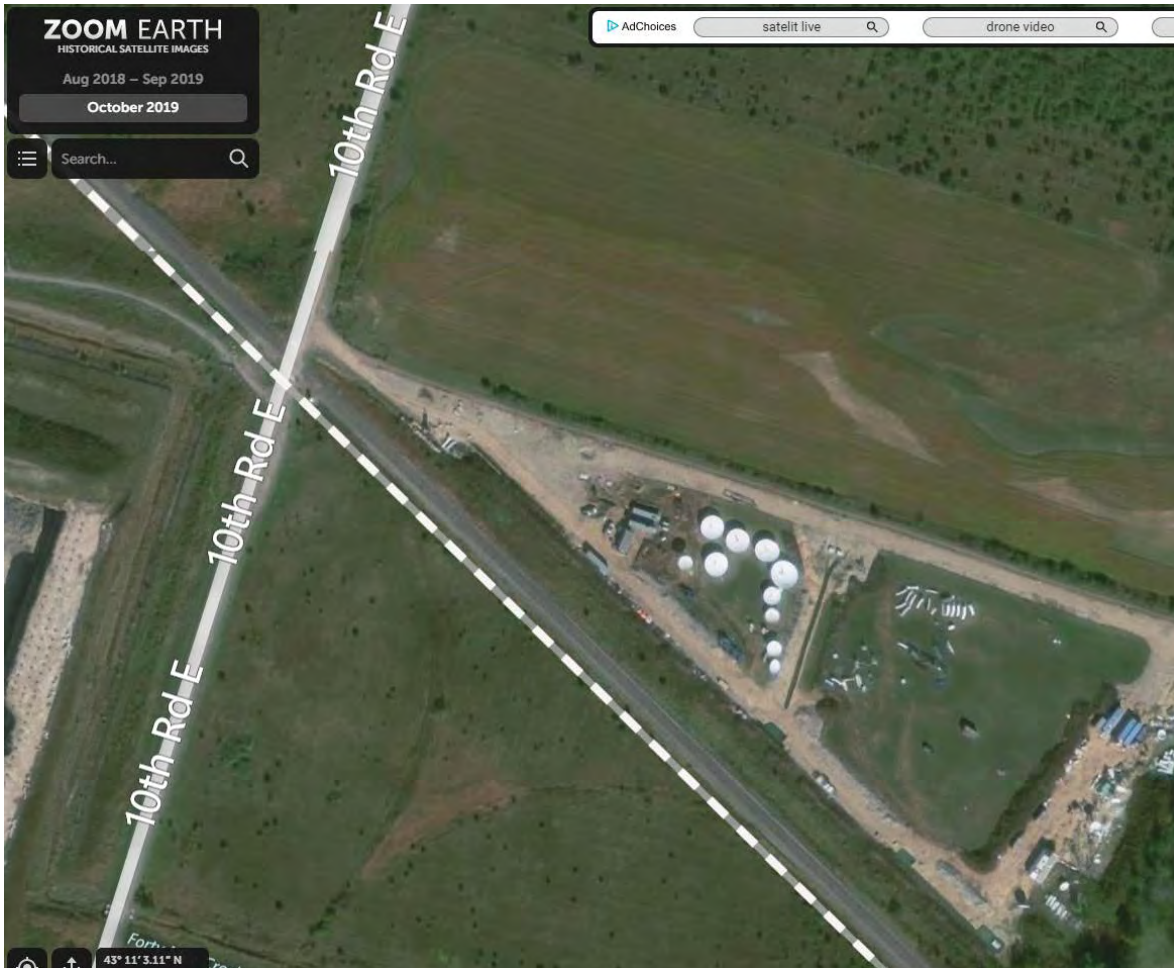
32. Under the General Security Agreement, Juch-Tech is obligated to give notice to New Skies before it moves its office or the Collateral; however, New Skies did not receive any notice.

33. Further, based on historical satellite photographs obtained from Zoom Earth (a website that provides current and historical satellite photos of the earth's surface), it appears that Juch-Tech

may have moved the satellite dishes to the Operating Site a few weeks after New Skies sent its demand letters to Juch-Tech in May 2019. Zoom Earth provides two historical satellite images for the area that includes the Operating Site (one for August 2018 – September 2019 and one for October 2019) which can be accessed at the following URL: <https://zoom.earth/#view=43.183799,-79.656257,18z>. The image for August 2018 – September 2019 (screenshoted below) shows that the Operating Site is largely empty and does not contain any satellite dishes.



34. On the other hand, the satellite image from October 2019 (screenshoted below) shows that a number of satellite dishes on the Operating Site.



35. As a result of the relocation of the satellite dishes, New Skies is urgently seeking an order appointing KSV as Receiver to, among other things, obtain and review Juch-Tech's books and records to determine the realizable value of any Collateral and to take steps to safeguard the Collateral to eliminate the risk that it is further relocated and removed beyond the reach of creditors. Once KSV has had an opportunity to review Juch-Tech's operations, financial position and its books and records, it will provide a report to New Skies and the Court by January 15, 2021 at the latest. After reviewing that report, New Skies may seek court approval to expand KSV's mandate to take possession and control of the Collateral and realize on the assets.

36. KSV is a reputable corporate restructuring, financial advisory and consulting firm with extensive experience in restructuring transactions in Canada. KSV has consented to act as Receiver if appointed by this Honourable Court. A copy of the consent is attached as Exhibit V.

H. Financing During the Receivership

37. The Receiver may need to borrow funds from New Skies or otherwise in order to carry out its duties and responsibilities pursuant to the proposed Appointment Order. New Skies is seeking, as part of the Appointment Order, a provision that the Receiver is authorized to borrow funds for this purpose provided that the outstanding principal amount does not exceed \$500,000 or such greater amount as this Court may by further order authorize.

38. The proposed Appointment Order provides that the Collateral will be charged with a fixed and specific charge to secure the payment of funds borrowed by the Receiver (the “**Receiver’s Borrowings Charge**”), and any such borrowing’s would be evidenced by certificates issued by the Receiver. The Receiver’s Borrowings Charge is proposed to rank behind the Receiver’s Charge (which will secure the Receiver’s fees and disbursements), any security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of a secured creditor who would be materially affected by the granting of the requested order and who was not given notice of New Skies’ application, and the charges set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA, but ahead of all other indebtedness.

I. Conclusion

39. For the reasons set out above, I believe that it is just and equitable and in the interest of New Skies that a Receiver be appointed over the Collateral.

SWORN BEFORE ME over videoconference
this 8th day of December, 2020 pursuant to
O. Reg 431/20, Administering Oath or
Declaration Remotely. The affiant was
located in the City of Washington D.C. and
the commissioner was located in the City
Toronto, in the Province of Ontario.



Waleed Malik (LSO No. 678460)
Commissioner for Taking Affidavits



Brian Hassinger

and

Applicant

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
 PROCEEDING COMMENCED AT: TORONTO

AFFIDAVIT OF BRIAN HASSINGER

OSLER, HOSKIN & HARCOURT LLP

100 King Street West, 1 First Canadian Place
Suite 6200, P.O. Box 50, Toronto ON M5X 1B8

Tracy C. Sandler (LSO#32443N)

Email: tsandler@osler.com

Tel: (416) 862.5890

Shawn Irving (LSO#50035U)

Email: sirving@osler.com

Tel: (416) 862.4733

Fax: (416) 862.6666

Counsel for the Applicant

This is Exhibit "A" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020

Waleed Malik

.....
A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)



Government
of Canada

Gouvernement
du Canada

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→ [Search for a Federal Corporation](#)

Federal Corporation Information - 210664-7

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i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

210664-7

Business Number (BN)

102738887RC0001

Corporate Name

JUCH - TECH INC.

Status

Active

Governing Legislation

Canada Business Corporations Act - 1986-10-09

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[PDF Readers](#)

Registered Office Address

335 GREENCEDAR DRIVE
HAMILTON ON L9C 7K5
Canada

i Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 5

W. JUCHNIEWICZ
335 GREENCEDAR DRIVE
HAMILTON ON L9C 7K5
Canada

Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

10-09

Date of Last Annual Meeting

2020-09-30

Annual Filing Period (MM-DD)

10-09 to 12-08

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2020 - Filed

2019 - Filed

2018 - Filed

Corporate History

Corporate Name History

1986-10-09 to Present

JUCH - TECH INC.

Certificates and Filings

Certificate of Incorporation

1986-10-09

Certificate of Revival

1997-12-01

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Date Modified:

2020-11-29

This is Exhibit "B" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020

Waleed Malik

.....
A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)

ORIGINAL

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "MSA") is entered into this 17 day of December, 2010 (the "Effective Date"), between New Skies Satellites B.V., a Dutch company with offices at Rooseveltplantsoen 4, 2517 KR, The Hague, The Netherlands ("SES WORLD SKIES"), and Juch-Tech Inc., a Canadian company with offices at 50 Green Mountain Road West, Stoney Creek, Ontario L8J 2V5, Canada ("Customer"). This MSA sets forth the terms and conditions under which satellite network services may be ordered via the Network Facilities, as set forth in a Service Order.

Terms and Conditions

1. **Service Orders.** Each Service shall be described in a Service Order to be executed by both Parties upon mutual agreement. Unless otherwise specified in a Service Order, Service is Non-Preemptible and will be provided on a full-time basis. The provision of Service shall be subject to availability of the Network Facilities and commercial review and acceptance by SES WORLD SKIES prior to countersignature by an authorized representative of SES WORLD SKIES of a Service Order executed by Customer. Customer acknowledges that SES WORLD SKIES may contract with third parties for certain services to be provided as part of a Service, and in such case Customer hereby agrees to be bound by the terms and conditions under which such services are provided.
2. **OU Confirmations.** Each occasional use Service shall be described in a Service Order referred to as an OU Confirmation. SES WORLD SKIES reserves the right to change allocated frequencies and satellite for Service pursuant to an OU Confirmation with a minimum advance notice of twenty-four (24) hours to Customer.
3. **Term.** This MSA shall remain in effect for the purpose of ordering Service for five (5) years from the Effective Date, and shall be renewed thereafter for successive periods of one (1) year each, unless either Party provides notice to the other Party no later than thirty (30) Days prior to any such renewal period that it does not wish to renew this MSA. Termination of this MSA will not affect the obligations of the Parties with respect to the performance of Service Orders existing as of such termination date or the applicability of the terms and conditions set forth in this MSA to such Service Orders.
4. **Compliance with Laws.** The location and operation of the Network Facilities and SES WORLD SKIES' ability to perform are subject to all applicable laws, regulations, decrees, licenses and authorizations in any applicable country or jurisdiction. Customer shall under all circumstances comply with the Operational Requirements and all applicable governmental laws, rules and regulations, including any prohibitions or restrictions on Customer's receipt of Service applicable in any country in which Customer uses Service or in which Service can be received. For the avoidance of doubt, coverage of a country or territory by the Satellite does not imply that Service is permissible or authorized to or from earth stations located in a particular country or territory.
5. **Permitted Use.** Service is provided for Customer's own use solely for (i) transmissions of its own digital signals, (ii) Video Programming Services, or (iii) the provision of value-added telecommunications services by Customer to its customers. Customer is responsible for all facilities communicating with the Satellite (unless otherwise set forth in the Service Order). In no event shall Customer be permitted to resell Service, in whole or in part, to any other person or entity, except as expressly provided as part of a value added telecommunications service to Customer's customers (i.e., circumstances in which Customer provides to its customers substantially more communications facilities than "bare" space segment capacity). Customer shall ensure that any Video Programming Services comply with all applicable legal, governmental and regulatory requirements and directions, and license conditions, in effect in any jurisdiction in which Customer uses Service or in which Service can be received by Customer or by any person marketing such Video Programming Services with Customer's authority, including without limitation restrictions and requirements as to labeling of content, copyright, hours of availability, encryption, age verification and other restrictions as to access. On the request of SES WORLD SKIES at any time, Customer shall promptly provide SES WORLD SKIES with written certification signed by an authorized officer of Customer that Customer's Video Programming Services comply with this Section 5. Customer shall promptly provide SES WORLD SKIES with such details as SES WORLD SKIES may reasonably request to satisfy SES WORLD SKIES as to Customer's compliance with the requirements of this Section 5 and to enable SES WORLD SKIES to respond to any request for information made by any governmental or regulatory agency in relation to such Video Programming Services. Customer shall promptly advise SES WORLD SKIES of any notice or any written communication received by Customer, Customer's customers or end-users, or any agent or representative of any of them, from any governmental or regulatory agency in relation to Service, and provide SES WORLD SKIES with a copy of such notice or other written communication and any response by Customer or on Customer's behalf.
6. **Service Fees/Outage Credits.** Customer shall make each and every Service Fee payment in advance, on or before the twenty-fifth (25th) Day of the month preceding the month in which Service is provided, and all such payments shall be made without offset, withholding or deduction of any kind. All payments shall be made in U.S. dollars by wire transfer to such bank account as SES WORLD SKIES may designate by notice to Customer and shall be deemed to have been received when SES WORLD SKIES' bank account has been credited with such payment. Any payment due from Customer that is not received on the date it is due shall bear interest at the rate of the lesser of 1.5% per month or the maximum rate permitted by law, calculated from the date payment was due until the date it is deemed received. If Customer has multiple Service Orders and is delinquent as to payments due under one or more Service Orders, then SES WORLD SKIES shall be entitled, in its sole discretion, to apply (i) Customer payments to the outstanding delinquencies (without regard to any direction made by Customer), and (ii) security that may be available under one Service Order to an outstanding delinquency in another Service Order. For any period during which there is a Confirmed Outage, SES WORLD SKIES shall give Customer an Outage Credit to be applied against Customer's future Service Fee obligations. Where SES WORLD SKIES owes Outage Credits at the expiry of a Service Order, SES WORLD SKIES will refund the value of those Outage Credits to the Customer to such bank account as Customer may designate.
7. **Taxes and Other Charges.** Customer is solely responsible for any Taxes, with the exception of any Taxes imposed on the net income of SES WORLD SKIES by any country or jurisdiction imposing tax on income from all sources by reason of SES WORLD SKIES being incorporated in, or otherwise being considered a resident of, such country or jurisdiction. For the avoidance of doubt, Customer shall pay such additional amounts to SES WORLD SKIES as are necessary to make SES WORLD SKIES whole for any Taxes levied or withheld.
8. **Termination /Suspension.**
 - (a) A Service Order may be terminated by either Party on notice to the other Party, if (i) Service experiences a Confirmed Outage or

Satellite Failure and SES WORLD SKIES does not restore Service within thirty (30) Days, or (ii) the Satellite is removed from commercial operation at its Orbital Location, except when Service is transitioned in accordance with Section 9 within thirty (30) Days.

(b) In the event Customer fails (i) to pay any amount when due, and does not cure such default within ten (10) Days of receiving notice thereof, (ii) to cease any activity in violation of Sections 4 or 5 immediately after receiving telephone notice or email, facsimile or other notice from SES WORLD SKIES, or (iii) to cease any other activity in violation of Customer's obligations under this MSA or any Service Order within thirty (30) Days after receiving notice from SES WORLD SKIES of such breach, SES WORLD SKIES may, in its sole discretion, elect to (A) terminate the relevant Service Orders, or (B) Suspend Service until such failure to pay or breach is cured.

(c) SES WORLD SKIES may, in its sole discretion, also Suspend Service if (i) as a result of Customer's use of Service, there is a substantial risk that SES WORLD SKIES or any member of the SES Group could be or is indicted or charged as a criminal defendant, or otherwise could become or becomes the subject of any criminal proceeding or investigation or any governmental or administrative proceeding that may result in fines, sanctions or non-monetary remedies, (ii) as a result of Customer's use of Service, there is a substantial risk that SES WORLD SKIES or any member of the SES Group could become or becomes subject to any other governmental action that could result in the revocation, suspension or loss of any license, ability or right of SES WORLD SKIES to provide Service or capacity to Customer or other customers, or (iii) Customer's transmissions to the Satellite are being "jammed" or otherwise intentionally interfered with by a third party (governmental or otherwise). SES WORLD SKIES may continue to Suspend Service under this Subsection 8(c) until any action or threat of action giving rise to such right is resolved in SES WORLD SKIES' favor or removed and, in each case, until assurances are given to SES WORLD SKIES' reasonable satisfaction that the matters giving rise to a Suspension will not reoccur. If a Suspension of Service under this Subsection 8(c) continues for a period of more than thirty (30) Days, then SES WORLD SKIES may elect to immediately terminate this MSA or any relevant Service Order.

(d) If a Service Order is terminated pursuant to Subsection 8(b) or Subsection 8(c), then, in addition to all of SES WORLD SKIES' other remedies at law or in equity, SES WORLD SKIES shall be entitled to declare immediately due and payable the Service Fees for each month that would have remained in the Service Term, but for such early termination, and to use the Service Transponder or to provide service on such Service Transponder to whomever SES WORLD SKIES sees fit, and Customer shall not be entitled to any relief (equitable or otherwise) with respect to such use or any refund of any amounts paid to SES WORLD SKIES. Customer acknowledges that the rights of SES WORLD SKIES (as stated in the immediately preceding sentence) are reasonable under all of the circumstances existing as of this date, constitute liquidated damages for loss of a bargain, and do not constitute a penalty.

(e) Neither Party shall have any further rights, obligations or liability to the other Party under this MSA or a Service Order in the event of the termination or expiration of such Service Order, except for any rights, obligations or liabilities (i) arising prior to such termination or expiration, (ii) arising as a result of such termination or expiration, (iii) described in this MSA or such Service Order as surviving such expiration or termination, or (iv) that logically would be expected to survive termination or expiration. Customer shall cease all transmissions immediately upon the expiration or termination of a Service Order, unless otherwise agreed in writing by SES WORLD SKIES. If Customer fails to cease use of Service immediately upon the expiration or termination of the Service Term, then (without implying any right of Customer to continue use of Service) Customer shall pay a fee equal to the then-current rate for

thirty-day occasional use Service charged by SES WORLD SKIES, such payments to continue until Customer's use ceases.

9. Transition of Service. SES WORLD SKIES reserves the right to transition Service to (i) a Replacement Satellite, (ii) an Alternative Satellite, or (iii) the Satellite at another orbital location, provided that (A) Service will continue to provide geographic coverage and power sufficient to support Customer's then-existing services on the Satellite, and (B) in the case of a planned transition to an Alternative Satellite, SES WORLD SKIES will provide a reasonable period (not to exceed ninety (90) Days) during which Service will be available on the Satellite and the Alternative Satellite (unless the Satellite is not available as a result of service problems). SES WORLD SKIES will provide Customer with not less than thirty (30) Days' advance notice of a planned transition of Service, to the extent reasonably foreseeable. In the event of such a transition, the Replacement Satellite or the Alternative Satellite, as the case may be, shall become the Satellite for purposes of the Service Order and the Service Specifications shall be modified accordingly. Customer shall transition Service to such other Satellite in accordance with a transition plan to be provided to Customer by SES WORLD SKIES and shall follow SES WORLD SKIES' instructions with respect to the implementation of such transition plan.

10. Force Majeure. Any failure or delay in the performance by SES WORLD SKIES of its obligations to commence or to continue to provide Service shall not be a breach of this MSA or any Service Order and shall not constitute a failure for purposes of determining whether a Confirmed Outage has occurred, if such failure or delay results from any act of God, governmental action, or any other circumstance beyond the reasonable control of SES WORLD SKIES. Notwithstanding the foregoing, SES WORLD SKIES shall provide Customer with Outage Credits in circumstances in which SES WORLD SKIES is unable to perform because of force majeure conditions, with the exception of force majeure conditions that are attributable to sun outages, meteorological or astronomical disturbances (including rain fade), or acts or omissions of Customer or its employees, agents or contractors.



11. Liability-Related Provisions.

(a) **Disclaimer of Warranties.** SES WORLD SKIES EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

(b) **Limitation of SES WORLD SKIES' Liability.** THE PARTIES AGREE THAT SES WORLD SKIES' SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION LIABILITY ARISING FROM NEGLIGENCE) ARISING OUT OF OR RELATING TO ANY SERVICE ORDER UNDER ANY THEORY OF LAW OR EQUITY ARE LIMITED TO THOSE SET FORTH IN SECTION 6 AND SUBSECTION 8(a). AND ALL OTHER RIGHTS AND REMEDIES OF CUSTOMER OF ANY KIND ARE EXPRESSLY EXCLUDED AND WAIVED. In no event shall SES WORLD SKIES be liable for any indirect, incidental, consequential, punitive, special or other similar damages or loss of revenues, whether foreseeable or not, occasioned by any defect in any of the Network Facilities which may be provided to Customer, or the provision of Service to Customer, or any failure or delay in the provision of Service to Customer, or any other cause. Without limiting the generality of the foregoing, Customer acknowledges and agrees that it shall have no right of recovery for the satisfaction of any cause arising out of or relating to any Service Order against (i) any supplier of equipment or services to SES WORLD SKIES in connection with (A) the launch, construction, operation, maintenance, tracking, telemetry and control of the Satellite, (B) the Network Facilities, (C) Service, or (D) the provision of Service to Customer in any circumstances in which

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SES WORLD SKIES PROPRIETARY & CONFIDENTIAL

Customer initials: 
SES WORLD SKIES initials: 

SES WORLD SKIES would be obligated to indemnify such supplier, or (ii) any member of the SES Group. The limitations of liability set forth in this Section 11 shall apply to the SES Group.

(c) *Limitation of Customer's Liability.* In no event shall Customer be liable for any indirect, incidental, consequential, punitive, special or other similar damages or loss of revenues, whether foreseeable or not, occasioned by any default by Customer hereunder or any other cause, except that the foregoing shall not limit or excuse Customer from the following: (i) its Service Fee obligations (as the same may be accelerated under Subsection 8(d)); (ii) its indemnification obligations under this MSA; or (iii) any damages that occur as a result of Customer's failure to immediately cease transmissions to the Satellite after receiving telephone notice or email, facsimile or other notice from SES WORLD SKIES to do so.

(d) *Indemnification.* Customer shall defend and indemnify SES WORLD SKIES and any and all members of the SES Group from any and all claims, liabilities, losses, costs, and damages, including attorneys' fees and costs, arising out of (i) Customer's use of Service or the content of material transmitted thereon, including any actual or alleged libel, slander, obscenity, indecency, infringement of copyright, or breach in the privacy or security of transmissions, (ii) Customer's violation of its obligations under Sections 4 and 5, (iii) disputes between or among Customer and its transmission recipients or its program, data or other transmission content suppliers, or (iv) any failure by SES WORLD SKIES to provide Service, or (v) any warranty, representation or statement Customer may make to a third party in connection with transmissions via Service.

(e) *SES WORLD SKIES' Reliance.* Customer acknowledges that SES WORLD SKIES has set its prices and entered into this MSA and each Service Order in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and Customer's indemnity obligations set forth in this MSA, and that the same form an essential basis of the bargain between the Parties.

12. No Property Interest/Subordination. Each Service Order executed pursuant to this MSA is a service contract and does not grant, and Customer shall not assert, any right, interest or lien in any property or assets of SES WORLD SKIES, including any of the Network Facilities or related equipment that SES WORLD SKIES may own. Customer acknowledges and agrees that SES WORLD SKIES may grant security interests of any kind in Service, any of the Network Facilities or any Service Order (including the proceeds thereof) to third parties, and that any such Service Order and all rights granted to Customer in this MSA are subject and subordinate to any such security interests, provided that any secured party agrees to be bound by the terms and conditions of such Service Order as long as (i) Customer is not in default under the terms and conditions of this MSA, (ii) Customer does not pay any Service Fees more than thirty (30) Days prior to their due dates under such Service Order, (iii) such Service Order and this MSA are not supplemented, amended, extended or otherwise modified in any manner that adversely affects the interests of any secured party, and (iv) after receipt of notice from any secured party of a default by SES WORLD SKIES under any relevant security document, Customer agrees to make, and makes, all payments thereafter as instructed by a secured party. Customer acknowledges and consents to foreclosure, should it occur, upon a Service Order by any secured party or its designee, successor or assignee, and the consequent replacement of SES WORLD SKIES under such Service Order by the secured party, its designee, successor or assignee, or another purchaser or assignee. Any secured party shall be entitled to exercise all rights and to cure any defaults of SES WORLD SKIES under this MSA, within such cure period as may be available to SES WORLD SKIES under this MSA. Upon receipt of notice from a secured party, Customer agrees to accept such exercise and cure by a secured party and to render all or any part of the performance due by Customer under the Service Order to such secured party. This provision shall be self-operative and no further instrument of

subordination shall be required by any security agreement, mortgage or other document reflecting the security interest to make this subordination effective. In confirmation of such acknowledged subordination, Customer shall execute promptly any instrument or certificate which SES WORLD SKIES or any secured party may reasonably request.

13. Miscellaneous.

(a) *Non-Waiver of Breach.* The waiver by either Party of a breach of, or a default under, any of the provisions of this MSA or any Service Order, or the failure of either Party on one or more occasions to enforce any of the provisions of this MSA or any Service Order or to exercise any right or privilege in this MSA or any Service Order, shall not be construed as a waiver of any subsequent breach or default of a similar nature or as a waiver of any such provision, right, or privilege in this MSA or any Service Order.

(b) *Confidentiality.* The Parties confirm that it may be necessary in the performance of this MSA or a Service Order for one Party ("Discloser") to disclose to the other Party ("Receiver") information that Discloser deems to be confidential and proprietary ("Confidential Information"). For purposes hereof, Confidential Information shall include business and technical information or data relating to Discloser and its representatives that is reduced to writing and marked "Confidential" or "Proprietary" by Discloser. Notwithstanding the foregoing, the Parties agree that any information SES WORLD SKIES may provide to Customer regarding actual or potential customers, pricing, costs, satellite health, and contract terms and conditions (e.g., this MSA and each Service Order) is deemed to be Confidential Information for the purposes of this MSA, whether or not marked as confidential or proprietary. Confidential Information shall not include (i) information developed independently by Receiver or lawfully received by Receiver from a third party not under an obligation of confidentiality, and (ii) information in the public domain through no fault of Receiver. Nothing herein shall prevent disclosure by Receiver pursuant to law, judicial order, governmental regulation, securities laws or regulations, or rules of a recognized stock exchange, provided that Receiver gives reasonable advance notice of such disclosure and cooperates with Discloser in endeavoring to obtain limitations on disclosures (including protective orders) as requested by Discloser. Receiver shall not disclose, directly or indirectly, any of the Confidential Information to any third party without the prior written consent of Discloser. Receiver shall undertake reasonable efforts to prevent inadvertent disclosure to any third party. For each item of Confidential Information, Receiver's obligations under this Subsection 13(b) shall continue for a period of three (3) years after disclosure. Notwithstanding the foregoing, disclosure is permitted on a confidential and need-to-know basis by Receiver to its affiliates, principals, auditors, attorneys, investors, lenders, insurance agents, and proposed and actual successors in interest.

(c) *Waiver of Immunities.* To the extent that either Party has acquired or later acquires any immunity (sovereign or otherwise) from any legal action, suit, or proceeding, from jurisdiction of any court, or from setoff or any legal process with respect to itself or any of its property, such Party irrevocably waives and agrees not to plead or claim such immunity with respect to any action, suit or proceeding brought in relation to this MSA or any Service Order.

(d) *Notices.* Except as otherwise provided in this MSA or a Service Order, all notices and other communications from one Party to the other Party shall be in writing, in English, and sent to the other Party at the address stated in the preamble, or, as to any Service Order, at the address stated in such Service Order. A Party may change its address, designated representative, email address or facsimile number on notice to the other Party.

(e) *Assignment.* Customer agrees that SES WORLD SKIES may Transfer its rights, interests and obligations in this MSA or any Service Order, its rights and interests in and to any of the Network

Customer initials: 
SES WORLD SKIES initials: 

facilities, or its rights and interests in and to any and all sums due or to become due under any Service Order to any transferees. Customer agrees that upon receipt of notice from SES WORLD SKIES of such Transfer, Customer shall perform all of its obligations directly for the benefit of the transferee, and shall execute and deliver such documentation related to such Transfer as SES WORLD SKIES or the transferee may reasonably require. Customer may not Transfer its right to Service, or the rights and obligations set forth in this MSA or any Service Order, to any third party without SES WORLD SKIES' prior written consent, which consent may be withheld or conditioned in SES WORLD SKIES' sole discretion. Subject to the foregoing provisions concerning Transfer, this MSA and each Service Order shall be binding on and shall inure to the benefit of any successors, transferees and assignees of the Parties, provided that no Transfer shall relieve either SES WORLD SKIES or Customer of its obligations to the other Party. Any purported Transfer by either Party not in compliance with the provisions of this MSA shall be null and void.

(f) *No Third Party Beneficiary*. The provisions of any Service Order and this MSA are only for the benefit of SES WORLD SKIES (and the SES Group) and Customer, and no third party may seek to enforce or benefit from those provisions, except that both Parties acknowledge that the Operational Requirements are intended for the benefit of both SES WORLD SKIES and all other SES WORLD SKIES customers using the Network Facilities. Notwithstanding the foregoing, any secured party which acquires a security interest as contemplated under Section 12 shall be deemed an intended third party beneficiary of this MSA or any Service Order.

(g) *Governing Law/Jurisdiction/Venue*. This MSA and each Service Order shall be governed by and interpreted according to the laws of the state of New York, without regard to the conflicts of laws provisions thereof. Any dispute or disagreement arising between Customer and SES WORLD SKIES in connection with this MSA or any Service Order entered into hereunder which is not settled within thirty (30) days (or such longer period as may be mutually agreed upon by the Parties) from the date that either Party notifies the other in writing that such dispute or disagreement exists, at the request of either Party may be settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, in effect on the date that such request is made, by one (1) arbitrator appointed in accordance with the Rules, applying the

substantive law of the state of New York. The arbitration proceedings shall be conducted, in the English language, in New York City, USA. The arbitration resolution shall be final and binding upon the Parties and judgment may be entered thereon, upon the application of either Party, by any court having jurisdiction. Each Party shall bear the cost of preparing and presenting its case; and the cost of arbitration, including the fees and expenses of the arbitrator, will be shared equally by the Parties unless the resolution otherwise provides.

(h) *Severability*. If any provisions in this MSA or any documents executed in connection with this MSA shall be invalid, illegal or unenforceable in any respect under applicable law, then the validity, legality and enforceability of the remaining provisions contained in this MSA or such other documents shall not in any way be affected or impaired, and the invalid provision shall be replaced by a valid provision that comes closest to the intent of the Parties.

(i) *Authority*. Each Party represents and warrants that it has the right, power and authority to enter into and perform its obligations under this MSA and each Service Order.

(j) *Counterparts*. This MSA may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

(k) *No Changes*. Customer represents and warrants that it has made no changes to this MSA and shall not make any changes to any Service Order prior to providing them to SES WORLD SKIES for its acceptance and execution, and that, in the event of any conflict between the terms and conditions set forth in this MSA or a Service Order and the version last sent to Customer by SES WORLD SKIES, the version last sent to Customer by SES WORLD SKIES shall be the governing version.

(l) *Entire Agreement*. This MSA and each Service Order (including appendices attached to the Service Order and this MSA) executed by the Parties (i) constitute an entire and separate agreement between the Parties for SES WORLD SKIES to provide, and Customer to accept and pay for, Service for the Service Term, and (ii) supersede all previous understandings, commitments or representations (whether written or oral) concerning its subject matter. This MSA and any Service Order may not be amended or modified in any way, and none of their provisions may be waived, except in a document signed by an authorized representative of each Party.

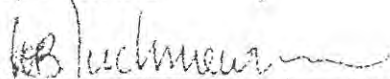
All Services ordered pursuant to this MSA shall be subject to the terms and conditions of this MSA and the following appendices, which are incorporated herein by reference and form a part hereof:

- A. Operational Requirements and Technical Annex
- B. Definitions
- C. Additional Terms and Definitions for North American Fleet Satellites


Customer has read, understands, and agrees to be bound by this MSA and the terms and conditions for Service as set forth in the Service Orders.

IN WITNESS WHEREOF, the Parties hereto have duly executed (by an authorized officer of each Party) and delivered this MSA as of the Effective Date.

JUCH-TECH INC.

By: 
 Name: W. B. JUCHNIKIEWICZ
 Title: PRESIDENT & CEO
 Date: DECEMBER 17, 2010

NEW SKIES SATELLITES B.V.

By: 
 Name: Ronald E. van der Breggen
 Title: Vice President
 Date: Customer Account Management
17 december 2010

Operational Requirements and Technical Annex

Article I. Earth Station Transmit/Receive Requirements.

1.0 Non-Interference and Use Restrictions. Customer's transmissions to and from the Satellite shall comply with all applicable governmental laws, rules and regulations. Customer will follow established practices and procedures for frequency coordination and will not use Service, or any portion thereof, in a manner which would or could be expected, under standard engineering practice, to harm Service or interfere with the use of or harm any portion of the Service Transponder, any other Transponder on the Satellite, the Satellite, or any other in-orbit satellite or transponder on such other satellite. SES WORLD SKIES reserves the right to require that any programming service or other transmissions be encrypted.

2.0 Transmission Plan. Prior to commencing transmissions to and from the Satellite, Customer shall submit its transmission plan for SES WORLD SKIES' prior written approval. Customer shall be permitted, subject to SES WORLD SKIES' prior written approval, to modify this transmission plan from time to time. SES WORLD SKIES makes no representation, warranty, or covenant regarding any use of Transponder capacity provided under any Service Order executed pursuant to this MSA, including the efficacy of the use of any number of carriers.

3.0 Customer Equipment. Customer shall be responsible for the provision, installation, operation, and maintenance of, and for securing all necessary licenses and other consents, permissions, concessions, permits and authorizations for, the Customer Equipment.

4.0 Earth Station Requirements.

4.1 General Requirements.

(a) Customer will configure, equip and operate its transmit facilities so that the interface, in outer space, of these facilities with the Satellite shall conform to the characteristics and technical parameters of the Satellite. Customer will follow SES WORLD SKIES' procedures for initiating and terminating any transmissions to the Satellite. Customer will operate all transmit facilities in a manner that allows for cessation of, and will cease, transmissions immediately after receiving telephone notice or email, facsimile or other notice from SES WORLD SKIES. Customer will furnish information regarding the technical parameters of its transmissions on a continuing basis as required by SES WORLD SKIES to prepare for, initiate, maintain and immediately discontinue the use of Service upon notice by SES WORLD SKIES.

(b) SES WORLD SKIES shall have the right, but not the obligation, to inspect any Customer transmit facilities, together with associated facilities and equipment used by Customer, or by a third party under the authority of Customer, to transmit to the Satellite. SES WORLD SKIES will use reasonable efforts to schedule inspections to minimize the disruption of the operation of such facilities, and Customer shall make such facilities available for inspection at all reasonable times. Customer shall, upon SES WORLD SKIES' request, provide technical data (e.g., measurements performed on an antenna) sufficient to prove that any transmit facility meets or exceeds the required sidelobe envelope.

4.2 Earth Station EIRP. For saturated Transponder operations, Customer earth stations must be capable of transmitting a modulated carrier with a maximum EIRP sufficient to achieve the nominal EIRP assigned in the transmission line-up message with a margin of at least 3 dB. For multiple carrier operation through the same HPA, Customer earth stations must have sufficient power to enable operation at nominal power with nominal 6 dB output back-off from saturation. For fractional Transponder allocations, the actual assigned operating EIRP for a given earth station will be determined

by SES WORLD SKIES in consultation with Customer, taking into account the actual Transponder performance and loading prior to the time of the transmission.

4.3 Uplink EIRP Stability. In clear-skies conditions, the uplink EIRP in the direction of the Satellite must be maintained to within ± 0.5 dB of the assigned operating EIRP. Under no circumstances may the EIRP exceed the value assigned in the transmission line-up message by more than 1 dB. Automatic uplink power control systems may be employed by Customer, provided that prior approval for the particular system is obtained from SES WORLD SKIES.

4.4 HPA Requirement. In determining the HPA size for a given earth station, it is necessary not only for Customer's transmitting earth station to meet the maximum EIRP requirements, but also to meet the emission constraints set forth in Section 5.3 and comply with the uplink restrictions set forth in Section 4.6.

4.5 Earth Station Polarization. Earth stations transmitting signals to, and receiving signals from, the Satellite must be circularly or linearly polarized on both the uplink and downlink as determined by Transponder assignment. All such earth stations shall be polarization agile in either circular or linear modes. Except as may be expressly permitted, the earth station cross-polarization isolation must be a minimum of 30 dB within the main beam of the earth station's transmit antenna pattern.

4.6 Uplink Restrictions. Except as may be expressly permitted by SES WORLD SKIES during a coordinated test period, no earth station operator shall transmit an unmodulated carrier through a Transponder. The operation of each earth station shall adhere to a transmission plan submitted by Customer and approved by SES WORLD SKIES. Under no circumstances shall the earth station transmit an RF carrier to the Satellite on a frequency not authorized by SES WORLD SKIES, whether or not that frequency is in use by other earth stations.

5.0 Service Requirements.

5.1 Video Service Requirements. Customer may use any video exciter which meets the following minimum requirements, provided that IF filtering is included to constrain the output spectrum. For analog video transmissions, an energy dispersal waveform shall be used. Customer may add one or more audio or data subcarriers to the normal video baseband, provided that (i) the EIRP of the composite carrier does not exceed the value specified in the transmission line up message, and (ii) the emission constraints set forth in this Appendix are maintained.

5.2 Data Service Modem Requirements. Customer may use any digital satellite modem that meets its particular requirements, subject to the requirement that excess interference is not experienced by adjacent satellites or by other users of the Satellite. Scrambling must be provided to ensure that uniform spectral spreading is applied to the transmitted carrier at all times. A data scrambler built in accordance with ITU-T Rec. V.35, or a functionally equivalent unit with similar spectrum spreading characteristics, must be employed. In general, any SCPC/PSK or MCPC/PSK modem which meets all relevant ITU-R and ITU-T recommendations is allowed, subject to prior approval by SES WORLD SKIES. The use of other modem types is also permitted, subject to prior approval by SES WORLD SKIES.

5.3 Emission Constraints. The transmit earth station must be equipped and operated in such a manner that spurious emissions at the output of the antenna due to all sources does not exceed 4 dBW/4 kHz outside of the assigned Transponder bandwidth. The EIRP density of each carrier, outside the bandwidth allocation of the Transponder or fractional Transponder, which results from spectral re-growth due to earth station non-linearities shall be at least 26 dB

below the main carrier spectral density, and shall not exceed 4 dBW in any 4 kHz band within the C-band, Ku-band or Ka-band frequency ranges of the Satellite as measured at the output of the HPA.

6.0 Earth Station Providers. Customer may contract with other parties to transmit its signals to, or receive its signals from, the Satellite, provided that Customer requires its contractors to comply with the requirements of this MSA regarding transmissions to, or reception from, the Satellite and makes SES WORLD SKIES an intended third party beneficiary entitled to enforce such agreement. If Customer retains third parties as permitted by the previous sentence, the acts and omissions of those third parties in connection with the transmission or reception of Customer's signals shall be deemed to be the acts and omissions both of such third parties and of Customer.

7.0 Customer Cooperation. If Service fails to meet the Service Specifications, Customer shall use all reasonable efforts to cooperate with and aid SES WORLD SKIES in curing such failure, including modifying the Customer Equipment so that there is no net loss in performance, in which event the Service Specifications shall be deemed still to be met, provided that all reasonable efforts can be done at no expense to Customer (unless reimbursed by SES WORLD SKIES). These obligations of Customer shall include but shall not be limited to the following: (i) at the request of SES WORLD SKIES, if there is a problem that can be compensated for by increasing the power of its transmissions to the Satellite, without affecting its use of Service, Customer shall do so to the extent it can with existing equipment; and (ii) permitting SES WORLD SKIES, at SES WORLD SKIES' sole discretion, cost and expense, to upgrade the Customer Equipment.

Article II. General Requirements.

1.0 Carrier Frequency Assignments. The assigned center frequency of each carrier will be determined by SES WORLD SKIES in consultation with Customer. It is required that all transmit and receive earth stations be capable of operation across the entire satellite frequency band and in the specified polarization. From time to time, it may be necessary to change carrier frequency assignments (i) to meet changes in Customer's requirements, (ii) to avoid mutual interference with carriers in adjacent or co-frequency transponders on the Satellite or on another satellite, or (iii) to enable efficient capacity utilization and Transponder loading. Customer shall maintain the capability at all times (remotely or otherwise) to promptly comply with instructions from SES WORLD SKIES to change a carrier frequency assignment.

2.0 Third Party Use. Without implying any right of Customer to permit any third party use of Service (e.g., see Sections 4 and 5 of the MSA), Customer shall be responsible to SES WORLD SKIES for any use or transmission by third parties (e.g., Customer's customers and end-users) that is permitted by Customer to the same extent as it would be for Customer's own use or transmissions. Any use by third parties shall be deemed to be use by Customer and references in this MSA with respect to Customer's responsibilities to SES WORLD SKIES or Customer's use or transmissions shall include use by third parties.

3.0 Satellite Power Constraint. As the Satellite ages and in order to protect the overall health and performance of the Satellite, it may be necessary to cease operating (or interrupt operation of) one or more Transponders (e.g., because of an overall power constraint on the Satellite). If Service will be affected (e.g., interrupted, relocated, terminated), and such action reasonably can be anticipated, SES WORLD SKIES will give Customer thirty (30) Days' notice, or such lesser period of notice as is practical under the circumstances.

4.0 Preemptive Rights In Abnormal Circumstances. Customer recognizes that it may be necessary, in unusual or abnormal technical situations or other unforeseen conditions, for SES WORLD SKIES to deliberately terminate Service or interrupt Customer's use of Service, in order to protect the overall health and performance of the Satellite

or to reassign certain amplifiers among Transponders to make use of a spare equipment unit. Such decisions shall be made by SES WORLD SKIES in its sole discretion. Customer shall immediately cease transmissions to the affected Transponders at such time as Service is terminated or interrupted pursuant to this Section. Customer acknowledges and agrees that the redundancy plan of the Satellite may require SES WORLD SKIES to reassign certain SSPAs or TWTAs, as applicable, among Transponders to make use of a spare. In circumstances in which a spare SSPA or TWTA is required to be employed and to do so requires a change in the SSPA or TWTA assigned to Customer, Customer shall, on notice from SES WORLD SKIES, immediately cease transmitting to the Satellite to allow the SSPA or TWTA that is assigned to its Transponder to be reassigned and a different unit (that meets the Service Specifications) to be put in its place.

5.0 Testing in the Event of Degraded Service. If a Service Transponder is not meeting the Service Specifications, but Customer elects to continue to use Service, as degraded, SES WORLD SKIES may interrupt Customer's use as necessary to perform testing or take any other action that may be appropriate to attempt to restore the affected Transponder to the Service Specifications.

6.0 Telephone Notices. For the purpose of receiving notices from SES WORLD SKIES regarding preemption, interference or other technical problems, including Transponder failure, restoration and denial of access, Customer shall maintain at each earth station transmitting signals to the Satellite a telephone that is staffed at all times during which Customer is transmitting signals to the Satellite and an automatic facsimile machine in operation and capable of receiving messages from SES WORLD SKIES at all times. THOSE PERSONS STAFFING THE EARTH STATION, FOR THE PURPOSES OF RECEIVING SUCH MESSAGES, MUST HAVE THE TECHNICAL CAPABILITY AND ABSOLUTE AUTHORITY TO IMMEDIATELY TERMINATE OR MODIFY THE TRANSMISSIONS IF NOTIFIED BY SES WORLD SKIES. All such notices shall be effective upon placement of a telephone call or transmission of a facsimile from SES WORLD SKIES to Customer.

Article III. Technical Characteristics of the Satellite System.

1.0 Contours. Upon request, SES WORLD SKIES will provide uplink G/T contours and downlink EIRP contours for the allocated capacity, to allow Customer to estimate EIRP, G/T and SFD for locations within the overall footprint. The contours are provided for planning purposes only and do not represent a warranty of performance.

2.0 Multi-Carrier Operation. While subject to final approval by SES WORLD SKIES based on the specific transponder configuration, in general multi-carrier operations (two or more) will be conducted with a composite output and input back-off. For fractional Transponders, additional power constraints may be imposed in order to reduce the generation of intermodulation or other spurious signals.

3.0 Input Attenuators. The gain of each Transponder may be adjustable by ground command. The gain setting for each Transponder will be specified by SES WORLD SKIES, in consultation with Customer and other customers on the Satellite, taking into consideration current and future uplink coordination restrictions and the need to limit co-channel interference.

4.0 Communication System Performance Characteristics – Expected Performance.

4.1 Cross Polarization. Cross polarization isolation between co-frequency Transponders is expected to be a minimum of 29 dB for most locations within the -3 dB downlink/uplink gain contour (relative to beam center). SES WORLD SKIES reserves the right to review and approve all transmission plans in order to minimize the level of co-channel interference.

4.2 Adjacent Satellite Interference. Power and bandwidth on the Service Transponder will be allocated by SES WORLD SKIES, taking into account any applicable coordination limits with respect to the Satellite. Transponder input attenuation or other parameters may be modified by SES WORLD SKIES, in consultation with Customer and other customers utilizing the Service Transponder, in order to help minimize the effects of adjacent satellite interference. SES WORLD SKIES will use reasonable efforts to identify and reduce the effects of adjacent satellite interference. SES WORLD SKIES reserves the right to review, approve and from time-to-time modify all transmission plans in order to minimize mutual interference between adjacent satellites and to ensure compliance with applicable coordination agreements with other networks.

4.3 Nominal Transponder Assignment. SES WORLD SKIES reserves the right to assign and reassign specific Transponders using specific uplink and downlink beam pairs, or Transponders using beams with comparable performance, in order to minimize mutual interference between adjacent satellites, ensure compliance with applicable coordination agreements with other networks, or permit efficient loading of the Satellite.

4.4 Performance at Particular Locations. In the event of a bona fide dispute regarding whether the Service Specifications are being met, SES WORLD SKIES will take measurements from one of its monitoring stations or at other convenient locations and extrapolate data for the particular locale.

End of Appendix A



APPENDIX B**Definitions**

Each undefined, capitalized term used in this MSA or a Service Order shall be defined as follows:

Alternative Satellite: Shall mean a satellite in an orbital location other than the Orbital Location. References in this MSA to the Satellite shall, in context, be deemed to be references to the Alternative Satellite.

Confirmed Outage: Shall mean a continuing and uninterrupted failure to meet the Service Specifications that precludes use of Service for its intended purpose (including any Service interruption that may be made by SES WORLD SKIES in unusual, abnormal or other unforeseen technical situations in order to protect the overall health and performance of the Satellite) for one (1) hour or more, unless such failure is the result of (i) circumstances specified under Section 10 of this MSA, or (ii) the failure of any Customer Equipment. All Confirmed Outages must be verified by SES WORLD SKIES. No Confirmed Outage shall be deemed to occur prior to actual notice from Customer to SES WORLD SKIES of such failure or during any period when Customer is using Service. All determinations as to Confirmed Outages shall be made on a Service Transponder by Service Transponder basis.

Customer Equipment: Shall mean any equipment or facilities, including but not limited to antennas, which are provided, or required to be provided, by Customer for use in conjunction with Service, whether located at an SES WORLD SKIES, Customer or third party facility.

Day: Shall mean a calendar day (*i.e.*, of which there are 365 or, in the case of a leap year, 366).

Network Facilities: Shall mean, collectively, the Satellites and the terrestrial or earth station facilities operated by SES WORLD SKIES, other members of the SES Group, or third parties under contract to SES WORLD SKIES or a member of the SES Group.

Operational Requirements: Shall mean SES WORLD SKIES' Operational Requirements and Technical Annex, as set forth in Appendix A (as the same may be modified from time to time by SES WORLD SKIES in its reasonable discretion).

Orbital Location: Shall mean the orbital location of the Satellite indicated in a Service Order.

OU Confirmation: Shall mean a Service Order specifically tailored for the provision of occasional use Service.

Outage Credit: Shall mean a credit against Customer's future Service Fee obligations equal to the *pro rata* Service Fee due for that portion of Service during which a Confirmed Outage shall be determined to have occurred. Customer shall not be entitled to any Outage Credit for any Service failure that does not constitute a Confirmed Outage. In addition, if it is determined by final judicial order that SES WORLD SKIES prevented Customer from accessing any or all Service at a time when SES WORLD SKIES did not have the right to do so (including under Section 8 of this MSA), then Customer shall be entitled to Outage Credits for the period during which access was denied. Except as provided in the preceding sentence, a Suspension of Service made by SES WORLD SKIES under Section 8 of this MSA shall not result in any Outage Credit to Customer for Service Fee payments, which shall continue to be due and payable during any such period of Suspension.

Party: Shall mean SES WORLD SKIES and Customer individually, and "Parties" shall refer to SES WORLD SKIES and Customer collectively.

Replacement Satellite: Shall mean a satellite which SES WORLD SKIES places in the Orbital Location (or, to the extent SES WORLD

SKIES receives authorization to do so, any orbital location within five degrees of such Orbital Location) as the Satellite used to provide Service. References in this MSA to the Satellite shall, in context, be deemed to be references to the Replacement Satellite.

Satellite: Shall mean the satellite utilized to provide Service.

Satellite Failure: Shall mean a satellite on which one or more of the basic subsystems fail, rendering use of the satellite for its intended purposes impractical, as determined by SES WORLD SKIES in its reasonable commercial judgment, or on which more than one-half of the transponders are transponder failures (or are incapable of simultaneous operation in accordance with applicable specifications) and that SES WORLD SKIES has declared a failure for purposes of the applicable Service Order. For purposes of this definition, a hybrid satellite with multiple frequency band payloads shall be treated either as a single satellite or as though the frequency band payloads were located on separate satellites, at SES WORLD SKIES' sole discretion.

Service: Shall be as described in the applicable Service Order.

Service Fee: Shall be as set forth in the applicable Service Order.

Service Specifications: Shall be as set forth in the applicable Service Order.

Service Term: Shall refer to that period beginning on the "Commencement Date" and continuing through the "End Date", each as set forth in the applicable Service Order.

Service Transponder: Shall mean the specific Transponder utilized to provide Service, as such Transponder may be changed from time to time by SES WORLD SKIES in its sole discretion.

SES Group: Shall mean SES S.A. (or its successor-in-interest due to merger, reorganization or otherwise), or any entity controlling, controlled by or under common control with SES S.A., and all members of the boards of directors and management boards, employees, agents, partners, members or shareholders of SES S.A.

Suspend Service: Shall mean to deny Customer access to Service.

Suspension: Shall refer to a denial of access to Service.

Taxes: Shall mean any taxes, duties, surcharges, withholding, usage fees and other fees or charges levied or assessed by any local, state, national, public or quasi-public governmental authority or entity on Service, the facilities used to provide Service, or Customer's use of Service, including without limitation any value added tax, withholding tax, regulatory fee, or other fees payable by SES WORLD SKIES or any member of the SES Group pursuant to universal service fund programs or other regulatory-related programs.

Transfer: Shall mean to grant, sell, assign, encumber, convey, license, lease, sublease, or permit the utilization of, directly or indirectly, in whole or in part.

Transponder: Shall mean any of the transponders on the Satellite.

Video Programming Services: Shall mean video programming and associated audio signals carried by means of Service and used to provide consumer entertainment and information services by means of broadcast, cable television, or direct-to-home satellite delivery, Internet, or other forms of mass distribution.

End of Appendix B

APPENDIX C

Additional Terms and Definitions for North American Fleet Satellites

1. **Scope.** The provisions of this Appendix C shall apply to Satellites only if so indicated in a Service Order. For each Service Transponder, Customer shall be provided Service in accordance with the protection level stated in the Service Order (e.g., Fully Protected Service, Transponder Protected Service, Non-Preemptible Service, Preemptible Service or Business Preemptible Service), as such protection level is defined and as the restoration rights are set forth in the Service Order.

2. **Use of Reverse Contract Order.** If it becomes necessary to discontinue or suspend service, and operational circumstances allow SES WORLD SKIES to select services to be discontinued or suspended, SES WORLD SKIES will make such selections in "Reverse Contract Order". Reverse Contract Order means an order that is determined on a transponder-by-transponder basis with reference to (i) whether there is a single customer taking service on the entire transponder (for purposes of this definition, a "Full Transponder") or one or more customers each taking service on a fractional part of the transponder (for purposes of this definition, a "Fractional Transponder"), (ii) the protection level for service on the transponder, and (iii) the date on which a binding agreement for the taking of service on the transponder has been executed by both the customer and SES WORLD SKIES (for purposes of this definition, the "Execution Date"). The protection level for a Fractional Transponder is deemed to be the protection level of the customer with the highest protection level. The Execution Date for a Fractional Transponder is deemed to be the earliest execution date of a customer agreement on such transponder. If Reverse Contract Order is to be determined between more than one transponder, then Reverse Contract Order means: first, from the latest Execution Date to the earliest Execution Date as to Business Preemptible Services on Fractional Transponders; second, from the latest Execution Date to the earliest Execution Date as to Business Preemptible Services on Full Transponders; third, from the latest Execution Date to the earliest Execution Date as to Preemptible Services on Fractional Transponders; fourth, from the latest Execution Date to the earliest Execution Date as to Preemptible Services on Full Transponders; fifth, from the latest Execution Date to the earliest Execution Date as to Non-Preemptible Services on Fractional Transponders; sixth, from the latest Execution Date to the earliest Execution Date as to Non-Preemptible Services on Full Transponders; seventh, from the latest Execution Date to the earliest Execution Date as to Transponder Protected Services on Fractional Transponders; eighth, from the latest Execution Date to the earliest Execution Date as to Transponder Protected Services on Full Transponders; ninth, from the latest Execution Date to the earliest Execution Date as to Fully Protected Services on Fractional Transponders; and tenth, from the latest Execution Date to the earliest Execution Date as to Fully Protected Services on Full Transponders. Notwithstanding the foregoing, any service being provided to the United States Government or any department or agency thereof, whether through a prime contract or a subcontract, may be deemed, in SES WORLD SKIES' sole discretion, to have a higher priority than Customer in the Reverse Contract Order. (This Section 2 shall apply, notwithstanding the terms of Appendix A, Article II, Section 4.0.)

3. **Other Definitions Applicable to Protection Levels.**

(a) "Preemptible Transponder" means a transponder on a satellite that is not entitled to restoration in the event of a transponder failure or a satellite failure and may be preempted at any time to restore (i) a satellite failure, (ii) a service or transponder that becomes a transponder failure and is entitled to preempt a Preemptible Service or Preemptible Transponder, or (iii) other service offerings of SES WORLD SKIES or any of its affiliates, including but not limited to

mass move protection, construction and launch delay protection, and launch failure protection.

(b) "Replacement Transponder" means a spare transponder amplifier on the satellite and its associated components that is accessible for purposes of providing restoration and is capable of carrying communications traffic within the parameters as described in the Service Specifications for the Transponder to be restored.

(c) "Restoration Satellite" means the satellite identified as such in the Service Order.

(d) "Transponder Failure" means, with respect to any Service Transponder, that such Transponder fails to meet the Transponder Performance Specifications in any material respect (i) for any period of five (5) consecutive Days; (ii) on twenty (20) or more occasions of fifteen (15) minutes or more during any ninety (90) consecutive Days; or (iii) for any period of time under circumstances that make it clearly ascertainable or predictable, based on satellite industry engineering standards, that a failure set forth in clauses (i) or (ii) will occur. For purpose of this definition, measurement of periods of failure shall commence when Customer has vacated its signal to permit verification of the failure by SES WORLD SKIES.

(e) "Transponder Performance Specifications" means the Downlink EIRP power levels and Saturated Flux Density ("SFD") levels set forth below for Service Transponder(s) on a Satellite as referenced to the beam peak level location, as such EIRP power levels and SFD levels may be extrapolated by SES WORLD SKIES by measurements from one of its monitoring stations or at other convenient locations within the beam. The Downlink EIRP power levels and SFD levels may change from time to time in the event of relocation of Satellites or the launch of new Satellites. In the table, measurement accuracy is ± 2.0 dB and SFD assumes a Flux Control Attenuator set to 6 dB.

Satellite	Band	Downlink EIRP (dBW)	Saturated Flux Density (dBW/m ²)	Orbital Location
AMC-1	Ku	47	-90	103°W.L.
AMC-1	C	38	-90	103°W.L.
AMC-2	Ku	47	-90	79°W.L.
AMC-2	C	38	-90	79°W.L.
AMC-3	Ku	47	-90	87°W.L.
AMC-3	C	38	-90	87°W.L.
AMC-5	Ku	45.3	-90	79°W.L.
AMC-6	Ku	48	-90	72°W.L.
AMC-6	C	38	-90	72°W.L.
AMC-7	C	38	-90	137°W.L.
AMC-8	C	38	-90	139°W.L.
AMC-9	Ku	47	-90	83°W.L.
AMC-9	C	38	-90	83°W.L.
AMC-10	C	39	-90	135°W.L.
AMC-11	C	39	-90	131°W.L.
AMC-18	C	38	-90	105°W.L.
AMC-21	Ku	49	-90	125°W.L.
SES-1	Ku	48	-90	101°W.L.
SES-1	C	38	-90	101°W.L.

(f) For purposes of this Appendix C, the definition of Confirmed Outage in Appendix B is revised to insert "or the applicable Transponder Performance Specifications" after "Service Specifications" in the first sentence.

End of Appendix C

This is Exhibit "C" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020

Waleed Malik

.....
A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)

COPY

CONTRACT#: 029734-0003

SERVICE ORDER

This Service Order is submitted by Juch-Tech Inc. ("Customer") to New Skies Satellites B.V. ("SES") and amends and restates that certain lease 029734-0002, entered into on the 10th day of October, 2012, in accordance with the terms and conditions of that certain Master Services Agreement executed between Customer and SES dated the 17 December 2010 (the "MSA"). As of the Effective Date, this Service Order shall supersede and replace lease 029734-0002.

A. Notice Information.**Customer:**

50 Green Mountain Road West
Stoney Creek ON L8J 2V5
Canada
Attn: Walt Juchniewicz
Facsimile: +1 905 575 4157
Telephone: +1 905 575 3236
Email: juchniewicz@juch-tech.com

SES:

Rooseveltplantsoen 4
2517 KR The Hague
The Netherlands
Attn: Legal Services, Commercial
Facsimile: +31 70 306 4280
Telephone: +31 70 306 4100
Email: Customer.notices@ses.com

B. Service Description.

SES shall provide Customer with the satellite services in accordance with the Service Specifications set forth below (the "Service").

Satellite:	Orbital Location:	Orbital Tolerances:
SES-4	22.0° W.L.	+/- 0.1°

SES Fleet Satellite: The SES Satellite utilized to provide the Service is a SES Global Fleet Satellite.

SES reserves the right to transition Service to (i) a Replacement Satellite, (ii) an Alternative Satellite, or (iii) the Satellite at another orbital location, in accordance with the terms and conditions of the MSA.

C. Service Specifications.**SES-4:**

Band:	MHz:	Connectivity:	Service Transponder:
Ku	3.40	NA/WA	05/05
Ku	1.60	WA/NA	01/01
Ku	10.00	NA/NA	03/03

Service Transponder: Initial Transponder assignment, subject to change in accordance with the terms and conditions of the MSA. SES reserves the right to supply equivalent capacity on other transponders consistent with specifications listed herein at any time during the Service Term. If Service is provided from a fractional Transponder, then Service consists of a Transponder segment equivalent to the amount of bandwidth set forth in the table above and associated power proportional to the bandwidth.

D. Service Term; Fees.

Effective Date: 1 March 2016

End Date: 31 May 2017

Monthly Service Fee: US\$ 37,500.00 (US\$ 450,000.00 per annum). Customer shall make each and every payment monthly in advance, on or before the twenty-fifth (25th) calendar day of the month preceding the month in which the Service is provided, and all such payments shall be made without offset, withholding or deduction of any kind.

Security: US\$ 37,500.00. Security is due upon execution and shall be applied towards the Service Fee due for the last month of the Service Term. Delays in Service Order execution or other Customer requirements (including required payments due upon execution) may cause delays in the Effective Date of Service, but shall not delay the

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Issued: 5/18/2016
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Customer initials:
SES initials:

CONTRACT#: 029734-0003

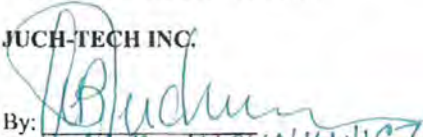
Effective Date for payment purposes. Balancing of any security currently held by SES in relation to the Service shall be reflected in the security invoice.

The Service Fee payment conditions and Security have been agreed between the Parties based on Customer's credit rating at the time of execution of this Service Order. Delays in the fulfillment of Customer's obligations (including required payments due upon execution) may cause delays in the commencement of Service, but shall not delay the Commencement Date for payment purposes.


E. Other Applicable Terms and Conditions.

The services ordered pursuant to this Service Order are provided subject to the terms and conditions described in the MSA, including the applicable appendices attached thereto. Termination of the MSA will not affect the performance obligations of the Parties with respect to this Service Order or the applicability of the terms and conditions set forth in the MSA to this Service Order.

JUCH-TECH INC.

By: 
 Name: W. B. JUCHNIWICZ
 Title: CHAIRMAN
 Date: May 20, 2016

NEW SKIES SATELLITES B.V.

By: 
 Name: U. Bouwsma
 Title: Director
 Date: 23 MAY 2016

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Issued: 5/18/2016
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ORIGINAL

CONTRACT#: L29734-002

SERVICE ORDER

This Service Order is submitted by Juch-Tech Inc. ("Customer") to New Skies Satellites B.V. ("SES") and amends that certain lease L-29734-001, entered into on the 24th day of May, 2012, in accordance with the terms and conditions of that certain Master Services Agreement executed between Customer and SES dated the 17th day of December, 2010 (the "MSA"). As of the Effective Date, this Service Order shall supersede and replace lease L-29734-001.

A. Notice Information.**Customer:**

50 Green Mountain Road West
Stoney Creek, Ontario L8J 2V5
Canada
Attn: Mr. Walt Juchniewicz
Facsimile: +1 905 575 4157
Telephone: +1 905 575 3236

SES:

Rooseveltplantsoen 4
2517 KR The Hague
The Netherlands
Attn: General Counsel
Facsimile: +31 70 306 4101
Telephone: +31 70 306 4100

B. Service Description.

SES shall provide Customer with the satellite services in accordance with the Service Specifications set forth below (the "Service").

Satellite:	Orbital Location:	Orbital Tolerances:
SES-4	338.0° E.L.	+/- 0.1°

SES reserves the right to transition Service to (i) a Replacement Satellite, (ii) an Alternative Satellite, or (iii) the Satellite at another orbital location.

C. Service Specifications.

SES-4 Satellite:

Band:	MHz:	Connectivity:	Service Transponder:
Ku	*	*	*

Service Transponder: Initial Transponder assignment, subject to change in accordance with the terms and conditions of the MSA. SES reserves the right to supply equivalent capacity on other transponders consistent with specifications listed herein at any time during the Service Term. If Service is provided from a fractional Transponder, then Service consists of a Transponder segment equivalent to the amount of bandwidth set forth in the table above and associated power proportional to the bandwidth.

* - In accordance with the following ramp-up schedule:

Start Date – End Date	MHz	Connectivity	Service Transponder	Monthly Service Fee	Total Monthly Service Fee
18 May 2012 – 30 November 2015	8.40	NA/WA	05/05	US\$ 26,880.00	US\$ 39,680.00
	4.00	WA/NA	04/04	US\$ 12,800.00	
1 December 2015 – 31 May 2017	8.40	NA/WA	05/05	US\$ 27,418.00	US\$ 40,474.00
	4.00	WA/NA	04/04	US\$ 13,056.00	

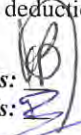
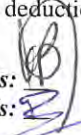
D. Service Term; Fees.**Effective Date:** 18 May 2012**End Date:** 31 May 2017

Monthly Service Fee: The monthly Service Fee shall be as set forth in the ramp-up schedule above. Customer shall make each and every payment monthly in advance, on or before the 25th calendar day of the month preceding the month in which the Service is provided, and all such payments shall be made without offset, withholding or deduction of any kind.

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Issued: 08/01/12

L29734-002-vamd_2 Page 1 of 2

Customer initials: SES initials: 

CONTRACT#: L29734-002

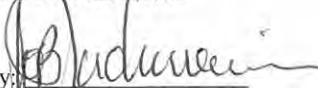
Deposit: US\$ 40,474.00. Deposit is due upon execution and shall be applied towards the Service Fees due for the last month of the Service Term. Delays in Service Order execution or other Customer requirements (including required payments due upon execution) may cause delays in the Effective Date of Service, but shall not delay the Effective Date

for payment purposes. Balancing of any deposit currently held by SES in relation to the Service shall be reflected in the deposit invoice.


E. Other Applicable Terms and Conditions.

The services ordered pursuant to this Service Order are provided subject to the terms and conditions described in the MSA, including the appendices thereto.

JUCH-TECH, INC.

By: 
Name: W. Bouwma
Title: President & CEO
Date: Oct. 09, 2012

NEW SKIES SATELLITES B.V.

By: 
Name: **U. Bouwsma**
Title: **Director**
Date: 10th October 2012

Customer initials: 

SERVICE ORDER

This Service Order is submitted by Juch-Tech Inc. ("Customer") to New Skies Satellites B.V. ("SES") and amends and restates that certain lease L-29734-000, entered into on the 22nd day of March, 2012, in accordance with the terms and conditions of that certain Master Services Agreement executed between Customer and SES dated the 17th day of December, 2010 (the "MSA"). As of the Effective Date, this Service Order shall supersede and replace lease L-29734-000.

A. Notice Information.

Customer:

50 Green Mountain Road West
Stoney Creek, Ontario L8J 2V5
Canada
Attn: Mr. Walt Juchniewicz
Facsimile: +1 905 575 4157
Telephone: +1 905 575 3236

SES:

Rooseveltplantsoen 4
2517 KR The Hague
The Netherlands
Attn: General Counsel
Facsimile: +31 70 306 4101
Telephone: +31 70 306 4100

B. Service Description.

SES shall provide Customer with the satellite services in accordance with the Service Specifications set forth below (the "Service").

Satellite:	Orbital Location:	Orbital Tolerances:
NSS-7	338.0° E.L.	+/- 0.1°

Transition of Service to the SES-4 Satellite:

It is currently anticipated that SES will provide capacity via that certain Replacement Satellite referred to by SES as "SES-4" before the end of the Service Term. Prior to the commencement of commercial operations of SES-4, SES will provide reasonable advance notice of the expected date of the transition to SES-4, as well as Customer's new capacity assignments (including polarization and/or frequency changes, if required) applicable on SES-4. Beam power and coverage on SES-4 may vary slightly from those on the NSS-7 Satellite. SES will provide reference contours upon request. Customer shall effect the transition of Service in accordance with transition plans to be provided to Customer by SES and shall follow SES' instructions with respect to the implementation of such transition plan.

Notwithstanding the foregoing, the transition of Service is at all times subject to SES' nominal fleet deployment plan, which may be modified from time to time. SES reserves the right to either: (i) continue Service on NSS-7, or: (ii) transition Service to another satellite. Customer shall be solely responsible for any costs incurred by Customer that are associated with the transitions described above. Except as otherwise expressly set forth in this Service Order, SES does not assume any liability or obligation in the event the transition of Service for any reason is delayed or modified or does not occur. Customer acknowledges and agrees that is shall not be entitled to seek specific performance to compel SES to cause any satellite (whether or not in orbit), including SES-4, to be constructed or launched or made commercially operational at any orbital location.

C. Service Specifications.

NSS-7 Satellite:

Band:	MHz:	Connectivity:	Service Transponder:
Ku	*	*	*



Upon transition of the Service to SES-4, Customer's new capacity assignment (including polarization and/or frequency changes) shall be as set forth in the table below.

SES-4 Satellite:

Band:	MHz:	Connectivity:	Service Transponder:
Ku	*	*	*

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Issued: 04/11/12
L29734-001-amd_1.DOC

Customer initials: 
SES initials: 

Service Transponder: Initial Transponder assignment, subject to change in accordance with the terms and conditions of the MSA. SES reserves the right to supply equivalent capacity on other transponders consistent with specifications listed herein at any time during the Service Term. If Service is provided from a fractional Transponder, then Service consists of a Transponder segment equivalent to the amount of bandwidth set forth in the table above and associated power proportional to the bandwidth.

* - In accordance with the following ramp-up schedule:

Start Date - End Date	MHz	Connectivity	Service Transponder		Monthly Service Fee	Total Monthly Service Fee
			NSS-7	SES-4		
6 April 2012 -- 30 November 2015	8.40	NA/WA	4/4	05/05	US\$ 26,880.00	US\$ 37,120.00
	3.20	WA/NA	4/4	04/04	US\$ 10,240.00	
1 December 2015 -- 31 May 2017	8.40	NA/WA	4/4	05/05	US\$ 27,418.00	US\$ 37,863.00
	3.2	WA/NA	4/4	04/04	US\$ 10,445.00	

D. Service Term; Fees.

Effective Date: 6 April 2012

End Date: 31 May 2017

Monthly Service Fee: The monthly Service Fee shall be as set forth in the ramp-up schedule above. Customer shall make each and every payment monthly in advance, on or before the 25th calendar day of the month preceding the month in which the Service is provided, and all such payments shall be made without offset, withholding or deduction of any kind.


Deposit: US\$ 37,863.00. Deposit is due upon execution and shall be applied towards the Service Fees due for the last month of the Service Term. Delays in Service Order execution or other Customer requirements (including required payments due upon execution) may cause delays in the Effective Date of Service, but shall not delay the Effective Date for payment purposes. Balancing of any deposit currently held by SES in relation to the Service shall be reflected in the deposit invoice.


E. Other Applicable Terms and Conditions.

The services ordered pursuant to this Service Order are provided subject to the terms and conditions described in the MSA, including the appendices thereto.

JUCH-TECH INC

NEW SKIES SATELLITES B.V.

By: 
 Name: **W.B. JUCHAWICZ**
 Title: **PRESIDENT CEO**
 Date: **27/04/2012**

By: 
 Name: **U. Bouwsma**
 Title: **Director**
 Date: **24th May 2012**

SERVICE ORDER

This Service Order is submitted by Juch-Tech Inc. ("Customer") to New Skies Satellites B.V. ("SES") in accordance with the terms and conditions of that certain Master Services Agreement executed between Customer and SES dated the 17th day of December, 2010 (the "MSA").

A. Notice Information.

Customer:

50 Green Mountain Road West
 Stoney Creek, Ontario L8J 2V5
 Canada
 Attn: Mr. Walt Juchniewicz
 Facsimile: +1 905 575 4157
 Telephone: +1 905 575 3236

SES:

Rooseveltplantsoen 4
 2517 KR The Hague
 The Netherlands
 Attn: General Counsel
 Facsimile: +31 70 306 4101
 Telephone: +31 70 306 4100

B. Service Description.

SES shall provide Customer with the satellite services in accordance with the Service Specifications set forth below (the "Service").

Satellite:	Orbital Location:	Orbital Tolerances:
NSS-7	338.0° E.L.	+/- 0.1°

Transition of Service to the SES-4 Satellite:

It is currently anticipated that SES will provide capacity via that certain Replacement Satellite referred to by SES as "SES-4" before the end of the Service Term. Prior to the commencement of commercial operations of SES-4, SES will provide reasonable advance notice of the expected date of the transition to SES-4, as well as Customer's new capacity assignments (including polarization and/or frequency changes, if required) applicable on SES-4. Beam power and coverage on SES-4 may vary slightly from those on the NSS-7 Satellite. SES will provide reference contours upon request. Customer shall effect the transition of Service in accordance with transition plans to be provided to Customer by SES and shall follow SES' instructions with respect to the implementation of such transition plan.

Notwithstanding the foregoing, the transition of Service is at all times subject to SES' nominal fleet deployment plan, which may be modified from time to time. SES reserves the right to either: (i) continue Service on NSS-7, or; (ii) transition Service to another satellite. Customer shall be solely responsible for any costs incurred by Customer that are associated with the transitions described above. Except as otherwise expressly set forth in this Service Order, SES does not assume any liability or obligation in the event the transition of Service for any reason is delayed or modified or does not occur. Customer acknowledges and agrees that is shall not be entitled to seek specific performance to compel SES to cause any satellite (whether or not in orbit), including SES-4, to be constructed or launched or made commercially operational at any orbital location.

C. Service Specifications.

NSS-7 Satellite:

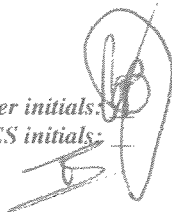

Band:	MHz	Connectivity	Service Transponder
Ku	*	*	*

SES-4 Satellite:

Band:	MHz	Connectivity	Service Transponder
Ku	*	*	*

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 L29734-000-cont_3.DOC

Customer initials: 
 SES initials: 

*-In accordance with the following schedule:

Start Date-End Date	MHz	Connectivity	Service Transponder/Satellite	Monthly Service Fee	Total Monthly Service Fee
1 February 2012-23 February 2012	5.00	NA/WA	04/04 on NSS-7	US\$ 16,000.00	US\$ 19,200.00
	1.00	WA/NA	04/04 on NSS-7	US\$ 3,200.00	
24 February 2012-30 November 2015	5.00	NA/WA	04/04 on NSS-7 or 05/05 on SES-4	US\$ 16,000.00	US\$ 23,680.00
	2.40	WA/NA	04/04 on SES-4 or NSS-7	US\$ 7,680.00	
1 December 2015-31 May 2017	5.00	NA/WA	05/05 on SES-4	US\$ 16,320.00	US\$ 24,154.00
	2.40	WA/NA	04/04 on SES-4	US\$ 7,834.00	

Upon transition of the Service to SES-4, Customer's new capacity assignment (including polarization and/or frequency changes) shall be as set forth in the table above.

Service Transponder:

Initial Transponder assignment, subject to change in accordance with the terms and conditions of the MSA. SES reserves the right to supply equivalent capacity on other transponders consistent with specifications listed herein at any time during the Service Term. If Service is provided from a fractional Transponder, then Service consists of a Transponder segment equivalent to the amount of bandwidth set forth in the table above and associated power proportional to the bandwidth.

D. Service Term; Fees.

Commencement Date: 1 February 2012

End Date: 31 May 2017


Monthly Service Fee: In accordance with the schedule in the table under Section C. Customer shall make each and every payment monthly in advance, on or before the 25th calendar day of the month preceding the month in which the Service is provided, and all such payments shall be made without offset, withholding or deduction of any kind.

Deposit: US\$ 24,154.00. Deposit is due upon execution and shall be applied towards the Service Fees due for the last month of the Service Term. Delays in Service Order execution or other Customer requirements (including required payments due upon execution) may cause delays in the commencement of Service, but shall not delay the Commencement Date for payment purposes. Balancing of any deposit amount currently held by SES in relation to Service Order L-26924-002 between SES and Customer shall be reflected in the deposit invoice.

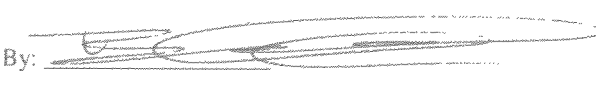
E. Other Applicable Terms and Conditions.

The services ordered pursuant to this Service Order are provided subject to the terms and conditions described in the MSA, including the appendices thereto.

JUCH-TECH INC.

By: 
 Name: W. Buchmeyer
 Title: President CEO
 Date: March 20, 2012

NEW SKIES SATELLITES B.V.

By: 
 Name: U. Bouwsma
 Title: Director
 Date: 22nd March 2012

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This is Exhibit "D" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020



.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)

SERVICE ORDER

This Service Order is submitted by Juch-Tech Inc. ("Customer") to New Skies Satellites B.V. ("SES") and amends and restates that certain lease L-26924-001, entered into on the 17th day of December, 2010, in accordance with the terms and conditions of that certain Master Services Agreement executed between Customer and SES dated the 17th day of December, 2010 (the "MSA"). As of the Effective Date, this Service Order shall supersede and replace lease L-26924-001.

A. Notice Information.

Customer:

50 Green Mountain Road West
Stoney Creek, Ontario L8J 2V5
Canada
Attn: Mr. Walt Juchniewicz
Facsimile: +1 905 575 4157
Telephone: +1 905 575 3236

SES:

Rooseveltplantsoen 4
2517 KR The Hague
The Netherlands
Attn: General Counsel
Facsimile: +31 70 306 4101
Telephone: +31 70 306 4100

B. Service Description.

SES shall provide Customer with the satellite services in accordance with the Service Specifications set forth below (the "Service").

Satellite:	Orbital Location:	Orbital Tolerances:
NSS-10	322.5° E.L.	+/- 0.1°

SES reserves the right to transition Service to (i) a Replacement Satellite, (ii) an Alternative Satellite, or (iii) the Satellite at another orbital location, in accordance with the terms and conditions of the MSA.

C. Service Specifications.

NSS-10 Satellite:

Band:	MHz:	Connectivity:	Service Transponder:
C	*	*	17

Service Transponder:

Initial Transponder assignment, subject to change in accordance with the terms and conditions of the MSA. SES reserves the right to supply equivalent capacity on other transponders consistent with specifications listed herein at any time during the Service Term. If Service is provided from a fractional Transponder, then Service consists of a Transponder segment equivalent to the amount of bandwidth set forth in the table above and associated power proportional to the bandwidth.

*-In accordance with the following ramp-up schedule:

Start Date-End Date	MHz	Connectivity	Monthly Service Fee	Total Monthly Service Fee
1 January 2012-15 April 2012	12.55	NA/EA	US\$ 35,691.00	US\$ 97,570.00
	10.00	EA/NA	US\$ 28,439.00	
	10.45	NA/EA	US\$ 33,440.00	
16 April 2012-30 November 2015	12.55	NA/EA	US\$ 40,160.00	US\$ 102,040.00
	10.00	EA/NA	US\$ 28,440.00	
	10.45	NA/EA	US\$ 33,440.00	
1 December 2015-31 May 2017	12.55	NA/EA	US\$ 40,963.00	US\$ 103,512.00
	10.00	EA/NA	US\$ 28,440.00	
	10.45	NA/EA	US\$ 34,109.00	

D. Service Term; Fees.

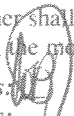

Effective Date: 1 January 2012

End Date: 31 May 2017

Monthly Service Fee: In accordance with the ramp-up schedule in the table under Section C. Customer shall make each and every payment monthly in advance, on or before the 25th calendar day of the month preceding the month in

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Issued: 03/06/12
L26924-002-amd_2.DOC

Customer initials: 
SES initials: 

CONTRACT#: L-26924-002


which the Service is provided, and all such payments shall be made without offset, withholding or deduction of any kind.

Deposit: US\$ 103,512.00. Delays in Service Order execution or other Customer requirements (including required payments due upon execution) may cause delays in the Effective Date of Service, but shall not delay the Effective Date for payment purposes. Balancing of any deposit currently held by SES in relation to this Service, any deposit balance applied by SES in relation to Service Order L29734-000, and any amounts applied to Customer's past due amounts on account with SES shall be reflected in the deposit invoice.


E. Other Applicable Terms and Conditions.

The services ordered pursuant to this Service Order are provided subject to the terms and conditions described in the MSA, including the appendices thereto.

JUCH-TECH INC.

By: 
Name: W. B. JUCHNIEWICZ
Title: PRESIDENT & CEO
Date: March 20, 2012

NEW SKIES SATELLITES B.V.

By: 
Name: U. Bouwsma
Title: Director
Date: 22nd March 2012

SES WORLD SKIES SERVICE ORDER

This Service Order is submitted by Juch-Tech Inc. ("Customer") to New Skies Satellites B.V. ("SES WORLD SKIES"), in accordance with the terms and conditions of that certain Master Services Agreement executed between Customer and SES WORLD SKIES dated the 17 day of ~~DECEMBER~~ DECEMBER 2010 (the "Master Agreement"). As of the Commencement Date of this Service Order and with reference to the considerations set forth below, SES WORLD SKIES and Customer desire to novate the Service Agreement (as defined below) and enter into this Service Order L26924-001.

Whereas, on the 27th day of February 2007, Customer and SES Americom, Inc. entered into that certain Single Carrier Per Channel Satellite Service Agreement, as amended by Amendment #1 on the 8th day of March 2008 (collectively, the "Service Agreement");

Whereas, on the 1st day of January 2010 SES Americom, Inc. validly assigned to SES WORLD SKIES all of its rights, title and interest in and under the Service Agreement;

Whereas, Customer and SES WORLD SKIES wish to amend and novate the Service Agreement and enter into a Service Order under the existing contracting structure between Customer and SES WORLD SKIES;

NOW, THEREFORE, in consideration of the respective covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party, Customer and SES WORLD SKIES mutually agree to novate the Service Agreement under the terms and conditions set forth in this Service Order. For the avoidance of doubt, upon execution of this Service Order, the Service Agreement and any amendments to that Service Agreement shall be null and void and no longer be in force and effect.

A. Notice Information.

Customer Notice Information:
50 Green Mountain Road West
Stoney Creek, Ontario L8J 2V5
Canada
Attn: Mr. Walt Juchniewicz
Facsimile: +1 905-575-4157
Telephone: +1 905 575 3236

SES WORLD SKIES Notice Information:
Rooseveltplantsoen 4
2517 KR The Hague
The Netherlands
Attn: General Counsel
Facsimile: +31 70 306 4101
Telephone: +31 70 306 4100

B. Service Description.

SES WORLD SKIES shall provide Customer with the satellite services in accordance with the Service Specifications set forth below (the "Service"):

Satellite:	Authorized Orbital Location:	Orbital Tolerances:
NSS-10	322.5 °E	+/- 0.1°

In the event that SES WORLD SKIES provides capacity via a Replacement Satellite, SES WORLD SKIES shall provide power and bandwidth sufficient to support Customer's then existing services, not to exceed the power provided under this Service Order on the initially assigned Satellite.

C. Service Specifications.

Band:	MHz:	Connectivity:	Service Transponder*:
C	12.55	NA/EA	17/17
C	10.00	EA/NA	17/17
C	23.45	NA/EA	17/17

SES WORLD SKIES PROPRIETARY & CONFIDENTIAL

Issued: 11/05/10
L26924-001-cont_6

Customer initials: 
SES WORLD SKIES initials: 

* - Initial Transponder assignment, subject to change in accordance with the terms and conditions of the Master Agreement. SES WORLD SKIES reserves the right to supply equivalent capacity on other transponders consistent with specifications listed herein at any time during the Service Term. If the Service is provided from a partial Transponder, the Service shall be power and bandwidth limited, consisting of a Transponder segment, equivalent to the amount of bandwidth set forth above and associated power on the Transponder.

D. Service Term: Fees.

Effective Date: 1 October 2010***

End Date: 31 May 2017

*** - Customer understands and accepts that the space segment capacity that is the subject of this Service Order is currently occupied by another customer of SES WORLD SKIES whose service order is set to expire immediately prior to the Commencement Date set forth herein. SES WORLD SKIES will make reasonable commercial efforts to assure that the current customer ceases to occupy the relevant capacity in a timely manner provided that Customer acknowledges that such efforts may not be successful in which case SES WORLD SKIES may not be able to assure the availability of the relevant capacity as of the Commencement Date. In such an event, Customer agrees that SES WORLD SKIES may delay the Commencement Date set forth herein in its sole discretion for a period of up to thirty (30) calendar days upon provision of written notice to Customer. SES WORLD SKIES shall provide an additional written notice at least 24 hours in advance of the actual Commencement Date. In the event that SES WORLD SKIES is not able make such capacity available within such 30-day period, then either Party may terminate this Service Order without further liability upon provision of written notice to the other Party.

Monthly Service Fee: The monthly Service Fee shall be in accordance with the following schedule:

Start Date – End Date:	Monthly Service Fee:
1 October 2010 – 15 April 2012	US\$ 139,170.00
16 April 2012 – 30 November 2015	US\$ 143,640.00
1 December 2015 – 31 May 2017	US\$ 145,944.00

Customer shall make each and every Service Fee payment in advance, on or before the twenty-fifth (25th) Day of the month preceding the month in which Service is provided, and all such payments shall be made without offset, withholding or deduction of any kind.

Free Use Period: Customer shall be entitled to utilize 23.45 MHz of the Service at no cost for a period commencing 1 October 2010 and ending 30 November 2010. Therefore, Customer shall pay an amount of US\$ 64,130.00 per month for Services provided during this free use period.

Deposit: US\$ 145,944.00. Deposit is due upon execution and shall be applied towards the Service Fees due for the last month of the Service Term. Delays in Service Order execution or other Customer requirements (including required payments due upon execution) may cause delays in the commencement of Service, but shall not delay the Commencement Date for payment purposes. A deposit amount of US\$ 64,000.00 was paid by Customer pursuant to the Service Agreement, which amount will be applied against the deposit requirement pursuant to this Service Order, therefore an amount of US\$ 81,944.00 remains. This shall also be reflected in the deposit invoice.

E. Other Applicable Terms and Conditions.

The services ordered pursuant to this Service Order are provided subject to the terms and conditions described in the Master Agreement, including the appendices thereto.

JUCH-TECH INC.

NEW SKIES SATELLITES B.V.

By: 

Name: W. B. JUCHNIEWICZ
Title: President & CEO

By: 

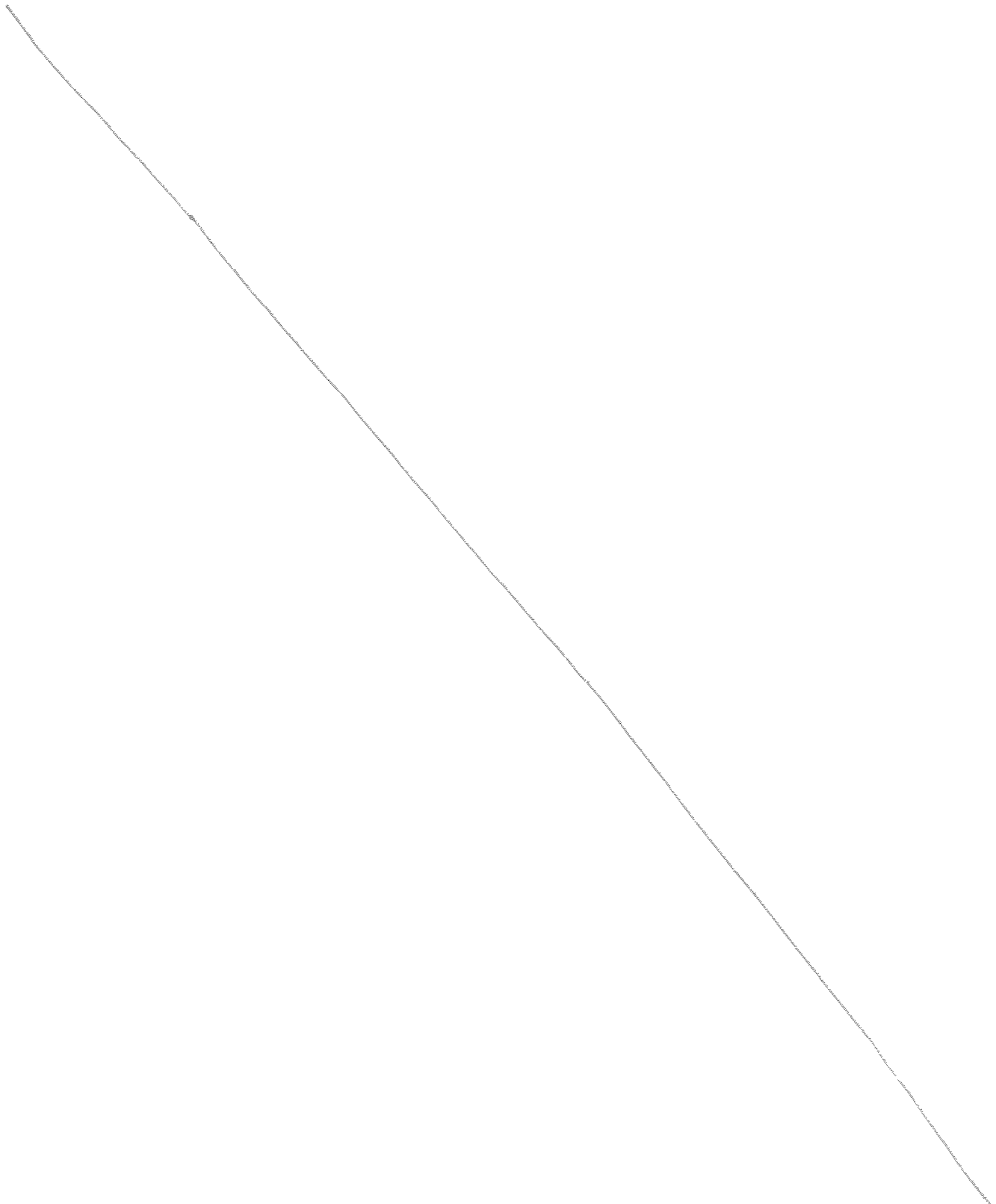
Name: Ronald E. van der Breggen
Title: Vice President
Customer Account Management

SES WORLD SKIES PROPRIETARY & CONFIDENTIAL

Issued: 11/05/10
L26924-001-cont_6

Date: December 17, 2010

Date: 17 dec 2010



AMENDMENT NO. 1 TO THE SINGLE CHANNEL PER CARRIER SATELLITE SERVICE AGREEMENT BETWEEN SES AMERICOM HOLDINGS, LLC AND JUCH-TECH, INC. ("Customer") DATED FEBRUARY 27, 2007 (the "Agreement").

This Amendment modifies the above-referenced Agreement as set forth herein, and except as otherwise provided in this document, the Agreement remains in full force and effect. In consideration of the promises and covenants below and in the Agreement, the parties agree as follows:

1. Effective immediately, all references in the Agreement to "SES Americom Holdings, LLC" are revised to be "SES Americom, Inc." and all references to "AMC-12 Holdings" are revised to be "SES Americom" and all references to "SES Global S.A." and to "SES, S.A." are revised to be to "SES S.A."

2. **Section 1. Service** is revised to read as follows:

SECTION 1. SERVICE

SES Americom will provide to Customer full-time Non-Preemptible C-Band Single Channel Per Carrier ("SCPC") service (the "Service") encompassing allocated bandwidth and power as described in the table below:

Allocation #	Applicable Time Period	Allocated Bandwidth	Power	Transponder	Beam
1	Commencement Date through May 15, 2007	7.0 MHz	30.92 dBW, 1,235.4 Watts*	319	North America to Europe/ Africa (Forward)
		3.0 MHz	27.37 dBW, 545.5 Watts**	717	Europe/Africa to North America (Return)
2	May 16, 2007 through June 16, 2007	10.5 MHz	32.68 dBW, 1,853 Watts*	319	North America to Europe/ Africa (Forward)
		6.0 MHz	30.37 dBW, 1,091 Watts**	717	Europe/Africa to North America (Return)
3	June 17, 2007 through the Projected Termination Date	12.55 MHz	33.4 dBW, 2,214.8 Watts*	319	North America to Europe/ Africa (Forward)
		10.0 MHz	32.6 dBW, 1,818 Watts**	717	Europe/Africa to North America (Return)

*as measured at Leuk, Switzerland.

** as measured at SES Americom's "Woodbine" facility in Mt. Airy, MD.

The Service will be provided subject to the terms and conditions set forth in this agreement, including Attachment A-SCPC Terms and Conditions, and Attachment B-Commercial Operations Systems Users Guide. hereto (collectively the "Agreement").

3. **SECTION 5. COMMENCEMENT DATE/PROJECTED TERMINATION DATE** is revised to read as follows:

The Commencement Date for the Service will be April 15, 2007. The Projected Termination Date for the Service will be April 15, 2012.

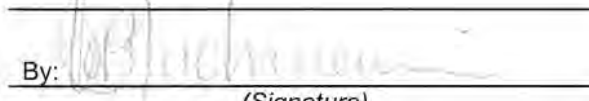
4. **SECTION 7. MONTHLY RECURRING SERVICE CHARGE** is revised to read as follows:

Customer will pay to SES Americom for the Service a monthly recurring service charge ("MRC") as described below. There is no charge for the Service from the Commencement Date through June 30, 2007.

Allocation/Time Period	Applicable MRC
1/July 1, 2007 through July 30, 2007	Twenty Eight Thousand Four Hundred and Forty U.S. Dollars (\$28,440.00)
2/August 1, 2007 through August 31, 2007	Forty Six Thousand Nine Hundred and Twenty Four U.S. Dollars (\$46,924.00)
3/September 1, 2007 through the Projected Termination Date	Sixty Four Thousand One Hundred and Thirty U.S. Dollars (\$64,130.00)

Unless denoted otherwise in this Section 7, Customer's billing address is the address provided for in Section 6.

JUCH-TECH, INC.

By: 
(Signature)

Name: W.B. JUCHNIEL
(Typed or Printed Name)

Title: President & C.E.O

Date: February 8, 2008

SES AMERICOM, INC.

By: 
(Signature)

Name: ~~Orlando Skelton~~ Bryan McGuirk
(Typed or Printed Name)

Title: ~~Vice~~ President, Enterprise Solutions

Date: 3-8-08

77 SINGLE CHANNEL PER CARRIER SATELLITE SERVICE AGREEMENT

SERVICE AGREEMENT between AMC-12 HOLDINGS, LLC ("AMC-12 Holdings"), a wholly-owned subsidiary of SES Americom, Inc., and JUCH-TECH, INC. ("Customer"), a corporation organized under the laws of Canada, dated as of the later of (i) the date Customer has signed below or (ii) the date AMC-12 Holdings has signed below.

SECTION 1. SERVICE

AMC-12 Holdings will provide to Customer full-time Non-Preemptible C-Band Single Channel Per Carrier ("SCPC") service (the "Service") encompassing allocated bandwidth and power as described in the table below:

Allocation #	Applicable Time Period	Allocated Bandwidth	Power	Transponder	Beam
1	Commencement Date through March 17, 2007	7.0 MHz	30.92 dBW, 1,235.4 Watts*	319	North America to Europe/ Africa (Forward)
		3.0 MHz	27.37 dBW, 545.5 Watts**	717	Europe/Africa to North America (Return)
2	March 18, 2007 through April 17, 2007	10.5 MHz	32.68 dBW, 1,853 Watts*	319	North America to Europe/ Africa (Forward)
		6.0 MHz	30.37 dBW, 1,091 Watts**	717	Europe/Africa to North America (Return)
3	April 18, 2007 through the Projected Termination Date	12.55 MHz	33.4 dBW, 2,214.8 Watts*	319	North America to Europe/ Africa (Forward)
		10.0 MHz	32.6 dBW, 1,818 Watts**	717	Europe/Africa to North America (Return)

*as measured at AMC-12 Holding's Leuk Switzerland facility.

** as measured at AMC-12 Holding's "Woodbine" facility in Mt. Airy, MD.

The Service will be provided subject to the terms and conditions set forth in this agreement, including Attachment A-SCPC Terms and Conditions, and Attachment B-Commercial Operations Systems Users Guide. hereto (collectively the "Agreement").

SECTION 2. SATELLITE/TRANSPONDER

The satellite known as AMC-12 will be used in providing the Service. The Transponders shall be Transponder 319 for the North America to Europe/Africa (Forward) beam and Transponder 717 for the Europe/Africa to North America (Return) beam. The Service is to be used solely between Canada and Nigeria. Customer takes sole responsibility for the use of Service including, but not limited to, such approvals and licenses as may be required to access the Satellite including but not limited to any local approvals that may be required to use the Service in Nigeria.

SECTION 3. SERVICE LEVEL-Non-Preemptible

AMC-12 Holdings will not preempt either of Customer's Transponders to restore other services or transponders. AMC-12 Holdings shall be under no obligation to restore the Service in the event that either Transponder becomes a Transponder Failure or if the Satellite becomes a Satellite Failure. Article 2 Term of Attachment A SCPC Terms and Conditions describes the impact of Transponder Failures on the term of the Service.

78 SINGLE CHANNEL PER CARRIER SATELLITE SERVICE AGREEMENT

SECTION 4. TRANSPONDER PERFORMANCE SPECIFICATIONS

The following technical specifications* for the North America to Europe/Africa Beam will be met as measured at AMC-12 Holdings' facility(ies) in:

<u>Location</u>	<u>Downlink EIRP (dBW)</u>	<u>Uplink** Flux to Saturate (dBW/m2)</u>
Leuk, Switzerland	40.2	N/A
Woodbine, MD	N/A	-98.0

The following technical specifications* for the Europe/Africa to North America Beam will be met as measured at AMC-12 Holdings' facility(ies) in:

<u>Location</u>	<u>Downlink EIRP (dBW)</u>	<u>Uplink** Flux to Saturate (dBW/m2)</u>
Leuk, Switzerland	N/A	-87.9
Woodbine, MD	40.9	N/A

In addition, cross polarization isolation (indicating the maximum level that a signal in the corresponding cross-polarized transponder will appear as an interfering carrier in the desired transponder) will be a minimum of 30 dB, as measured at the location(s) listed in this Section 4 for the same flux control attenuator setting in both transponders. This includes the contributions of the spacecraft and the antennas at either location.

*Measurement accuracy is ± 2.0 dB.

**With Flux Control Attenuator set to 6 dB

SECTION 5. COMMENCEMENT DATE/PROJECTED TERMINATION DATE

The Commencement Date for the Service will be February 15, 2007. The Projected Termination Date for the Service will be February 15, 2012.

SECTION 6. NOTICES

If to be given to Customer:

Attn: **Walt Juchniewicz, President and CEO**
Juch-Tech, Inc.

335 Green Cedar Drive
Hamilton, Ontario, Canada L9C7K5
Fax #: (905) 575-4157
Tel #: (905) 575-3236

cc:

Fax #:

Tel #:

Customer's 24 Hour Emergency Telephone # for Operational Issues:

(905) 575-3236

If to be given to AMC-12 Holdings:

Attn: Blair Marshall, Manager, Enterprise Solutions
AMC-12 Holdings, LLC c/o
SES Americom, Inc.

Four Research Way
Princeton, NJ 08540
Fax #: (609) 987-4517
Tel #: (609) 987-4147

cc: Legal and Regulatory Operations

Fax #: (609) 987-4233

Tel #: (609) 987-4325

SINGLE CHANNEL PER CARRIER SATELLITE SERVICE AGREEMENT ⁷⁹

SECTION 7. MONTHLY RECURRING SERVICE CHARGE

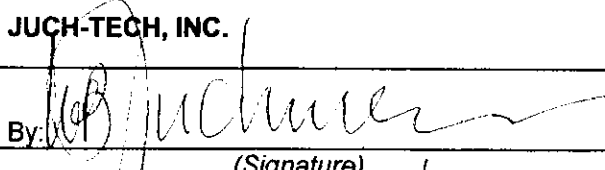
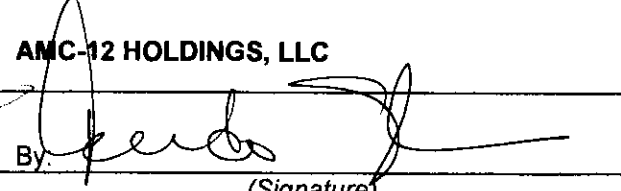
Customer will also pay to AMC-12 Holdings for the Service a monthly recurring service charge ("MRC") as described in the table below.

Allocation/Time Period	Applicable MRC
1/Commencement Date through March 17, 2007	Twenty Eight Thousand Four Hundred and Forty U.S. Dollars (\$28,440.00)
2/March 18, 2007 through April 17, 2007	Forty Six Thousand Nine Hundred and Twenty Four U.S. Dollars (\$46,924.00)
3/April 18, 2007 through the Projected Termination Date	Sixty Four Thousand One Hundred and Thirty U.S. Dollars (\$64,130.00)

Unless denoted otherwise in this Section 7, Customer's billing address is the address provided for in Section 6.

SECTION 8. SECURITY DEPOSIT

By no later than March 15, 2007, Customer shall cause to be delivered by wire transfer to SES Americom in cash or in immediately available funds a security deposit in the amount of Sixty Four Thousand U.S. Dollars (\$64,000.00). Failure to provide such security deposit shall be treated as a failure to make a payment for purposes of Article 9.B. of Attachment A SCPC Terms and Conditions. Such security deposit may be used by AMC-12 Holdings as an offset for any amounts due AMC-12 Holdings at the Projected Termination Date or, in the event of termination of this Agreement prior to the Projected Termination Date, for any liabilities of Customer arising out of such termination. Upon condition that Customer shall otherwise have performed fully all of the terms hereunder, AMC-12 Holdings shall return to Customer the amount of the deposit within thirty (30) days following the termination date.

JUCH-TECH, INC.	AMC-12 HOLDINGS, LLC
By: 	By: 
(Signature)	(Signature)
Name: <u>W.B. Walt Kuchnewicz</u>	Name: <u>Orlando Skelton</u>
(Typed or Printed Name)	(Typed or Printed Name)
Title: <u>President & CEO</u>	Title: <u>Vice President, Enterprise Solutions</u>
Date: <u>February 15, 2007</u>	Date: <u>2/27/07</u>

**ATTACHMENT A
SCPC TERMS & CONDITIONS (01/07)**

ARTICLE 1. SATELLITE/TRANSPONDER

The term "Transponder" means a transponder used to provide the Service to Customer. The term "Satellite" means the satellite used to provide the Service to Customer. Another frequency within the Transponder, another transponder of any frequency or polarization, or another satellite, may be designated from time to time by AMC-12 Holdings to provide the Service.

ARTICLE 2. TERM

- A. Term. The term for the Service will begin on the Commencement Date, and end, except as otherwise provided herein, on the earliest of: (1) the Projected Termination Date; (2) the End-of-Life of the Satellite; (3) the date that both Transponders have become Transponder Failures (or in the event that only one of the two Transponders has become a Transponder Failure, Customer may terminate this Agreement in its entirety provided that Customer provides written notice of such election to SES Americom within five (5) business days of such event); and (4) the Satellite is a Satellite Failure.
- B. End-of-Life. "End-of-Life" means the date on which, in AMC-12 Holdings' reasonable judgment, a satellite should be taken out of geostationary service.
- C. Satellite Failure. "Satellite Failure" means a satellite: (1) on which one or more of the basic subsystems fail, rendering the use of the satellite for its intended purposes impractical, as determined by AMC-12 Holdings in its reasonable business judgment, or on which more than one-half of the transponders on the Satellite are transponder failures and (2) that AMC-12 Holdings has declared a failure.
- D. Transponder Failure. "Transponder Failure" means, with respect to the Service provided to Customer under this Agreement, any of the following events:
- 1) AMC-12 Holdings confirms that such Transponder fails to meet the Transponder Performance Specifications set forth in Section 4 in any material respect for any period of five (5) consecutive days and such failure is not due to a cause, other than an act of God, specified in Article 6.B.; or
 - 2) Such Transponder will fail to meet the Transponder Performance Specifications in any material respect for any period of time under circumstances that make it clearly ascertainable or predictable, based on satellite industry engineering standards, that the failure set forth in Paragraph 1 above will occur.

ARTICLE 3. PAYMENT

A. Billing and Payment. Invoices will be issued monthly thirty (30) days in advance of the month in which Service is to be provided and are payable on the first day of such month by wire transfer (or other AMC-12 Holdings pre-authorized means) as per the remittance instructions on the respective monthly invoice. On payments not received by the due date, AMC-12 Holdings will assess a late payment charge of the lesser of (i) one and one-half percent (1.5%) per month compounded monthly, and (ii) the maximum rate permitted by applicable law. A failure by AMC-12 Holdings to send a bill will not relieve Customer either of its obligation to pay on a timely basis for Service or of its obligation to pay late payment charges in the event of late payment. AMC-12 Holdings may suspend provision of Service on twenty-four (24) hours notice if Customer fails to pay invoices when due and Customer fails to pay all amounts owing, including any late payment charges, within twenty-four (24) hours after receiving such notice.

B. Taxes and Other Charges. All charges hereunder are exclusive of taxes, duties and other fees or charges levied by governmental authority on the Service or the facilities used to provide the Service. Customer will pay directly, or reimburse AMC-12 Holdings for all such taxes, duties and other fees or charges. Notwithstanding the foregoing, in no event will Customer be liable for any taxes based upon or measured by AMC-12 Holding's net income.

ARTICLE 4. SERVICE MATTERS

A. Service Responsibilities. Customer is responsible for providing, operating and maintaining the equipment necessary to access the Satellite and Service. At a mutually agreed time, and prior to Customer transmitting from its earth station(s), Customer will demonstrate to AMC-12 Holdings' Technical Operations Center (listed in Section 1 of the Agreement) that its earth station(s) comply with the satellite access specifications contained in AMC-12 Holdings' Commercial Operations System User's Guide as amended from time to time ("User's Guide"). If Customer utilizes the Service for two (2) or more carriers, then Customer will provide to AMC-12 Holdings the necessary information regarding each of those carriers so AMC-12 Holdings can monitor those carriers.

B. Use of Service. Customer will use the Service in accordance with applicable law and the conditions of use contained in the User's Guide and will not use the Service, or permit use of the Service, (1) for any unlawful purpose, including but not limited to, violations of regulations, and laws, including but not limited to, those governing the content of material transmitted using the Service or (2) other than within the United States of

Americom (including Puerto Rico and the U.S. Virgin Islands) and Nigeria. If Customer's non-compliance with the preceding sentence causes, or other circumstances arise which cause, interference to or threaten the availability or operation of the services or facilities provided by AMC-12 Holdings, or if Customer's use of the Service may reasonably result in the institution of criminal proceedings, or administrative proceedings that may result in sanctions or other non-monetary remedies, against AMC-12 Holdings, SES Global S.A., or any affiliates of either, AMC-12 Holdings may take actions it reasonably believes necessary to ensure stable and optimal operation of the Satellite and its transponders (including testing), compliance with law or Customer's compliance with the User's Guide, including suspension, restriction, or termination of Service.

C. Applicable Law. Location and operation of the Satellite and AMC-12 Holding's satellite system are subject to all applicable laws and regulations of the United States, including without limitation, the Communications Act of 1934, as amended, and the Rules and Regulations of the FCC. Customer is responsible for obtaining all the necessary licensing for Customer's earth station operations. Customer shall comply with all applicable laws, regulations and licensing requirements, including without limitation those of the pertinent telecommunications authority and of the ITU.

ARTICLE 5. PROTECTION

- A. Level of Protection. The level of protection for the Service is described in Section 3.
- B. Preemptible Transponder. "Preemptible Transponder" means a transponder that may be preempted at any time to restore (1) a satellite failure, (2) a Protected Service that becomes a transponder failure, or (3) other service offerings of AMC-12 Holdings, including but not limited to, construction and launch delay protection and launch failure protection.
- C. Protected Service. "Protected Service" means a service that is entitled to preempt a Preemptible Transponder.
- D. Replacement Transponder. "Replacement Transponder" means a spare transponder amplifier and its associated components, which is capable of carrying communications traffic within the parameters as described in the transponder performance specifications for the transponder to be restored.

ARTICLE 6. INTERRUPTIONS/OUTAGE UNITS

- A. Interruption/Outage Unit. An "Interruption" means any period during which a Transponder fails to meet the Transponder Performance Specifications and such circumstances preclude the use of the

Transponder by Customer as contemplated by this Agreement. An "Outage Unit" means an Interruption for a period of fifteen (15) minutes or more for which a credit is granted pursuant to this Article 6. If the Service is broken down into two (2) or more carriers in this Agreement, then the credit will be prorated as per the affected carrier(s).

- B. Interruptions Not Constituting Outage Units. A credit will not be granted for any Interruption that is a result of, or attributable in whole or in part, to: (i) the fault of Customer or of any third party; (ii) the failure or unavailability of satellites, transponders, facilities, services or equipment furnished to Customer by any other entity; (iii) sun outages or rain fade; or (iv) suspensions of Service made in accordance with this Agreement, unless the applicable provision of this Agreement provides otherwise.
- C. Method of Calculation. The length of an Interruption will be measured from the time AMC-12 Holdings is notified of the Interruption until the Service is restored. The credit for an Outage Unit will be calculated by the following formula:

Credit = [Amount of minutes in the Outage Unit multiplied by the MRC] divided by 43,200.

ARTICLE 7. INDEMNIFICATION

Customer will indemnify and hold harmless AMC-12 Holdings, SES Americom, Inc., SES, S.A., and any affiliates of either from and against all loss, liability, cost, expenses and damages of any nature (including, but not limited to, attorney fees and to the extent permitted by law, any fines and penalties) based on third party claims arising out of, resulting from or in connection with any failure to provide the Service or any use of the Service by Customer or any third party permitted by Customer to use the Service.

ARTICLE 8. LIMITATION OF LIABILITY

No warranties, expressed, implied, or statutory, including any warranty of merchantability or fitness for a particular purpose, apply to the Service or the equipment and facilities used to provide the Service. As a material condition of AMC-12 Holdings agreeing to provide the Service at the price specified in this Agreement, and with regard to any and all causes arising out of, resulting from or in connection with this Agreement, including but not limited to claims in tort (including negligence and strict liability), breach of contract or warranty, failure of a remedy to accomplish its essential purpose or otherwise, Customer agrees that (a) AMC-12 Holdings' entire liability will be limited to a refund or waiver of the applicable charges for the Service for any period during which the Service is not provided; and (b) AMC-12 Holdings and its suppliers and subcontractors will not be liable for any indirect, incidental, consequential, special, punitive or other

SINGLE CHANNEL PER CARRIER SATELLITE SERVICE AGREEMENT ⁸²

similar damages (even if AMC-12 Holdings has been advised of the possibility of such damages and whether in contract, tort (including negligence and strict liability) or under any other theory of liability) including but not limited to cost of substitute services or facilities, loss of actual or anticipated revenues or profits, loss of business, customers or good will, downtime costs or damages and expenses arising out of third party claims.

ARTICLE 9. TERMINATION

A. By Either Party. (i) Either Party may terminate this Agreement upon ten (10) days prior written notice of intent to terminate if an Interruption continues for more than thirty (30) consecutive days and the sole cause of the Interruption is a force majeure event.

(ii) Either Party may terminate this Agreement upon prior written notice to the other Party if the other Party is unable to perform its obligations as a result of its becoming insolvent or the subject of insolvency proceedings, including without limitation, if the other Party is judicially declared insolvent or bankrupt, or if any assignment is made of the other Party's property for the benefit of its creditors or if a receiver, conservator, trustee in bankruptcy or other similar officer is appointed by a court of competent jurisdiction to take charge of all or any substantial part of the other Party's property, or if a petition is filed by or against the other Party under any provision of the Bankruptcy Act now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after filing. The right to terminate pursuant to this Article 9.A.(ii) will expire ninety (90) days after the date on which the right to terminate pursuant to the first sentence of this Article 9.A.(ii) first arose.

(iii) In addition to any other rights of termination provided in this Agreement, either Party may terminate this Agreement by giving the other party written notice hereof in the event the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof.

B. By AMC-12 Holdings. AMC-12 Holdings may terminate this Agreement upon five (5) days' prior written notice if Customer defaults in making any payment due hereunder and Customer does not cure such default within the five (5) day notice period.

C. Termination Liability. In the event Customer terminates this Agreement for reasons other than as set forth in Paragraph A of this Article or AMC-12 Holdings terminates for reasons as set forth in Paragraph A (ii), Paragraph A (iii), or Paragraph B of this Article, Customer will pay the net present value of the remaining unpaid monthly service charges payable hereunder until the Projected Termination Date, using a discount rate of five percent (5%) per annum, plus any late charges on such amount from the date of termination until payment in full.

ARTICLE 10. FORCE MAJEURE

Neither Party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of acts of God, acts of the other Party, acts of government authority, strikes or other labor disturbances, or any other cause beyond the reasonable control of the Party. In no event shall a Customer's obligation to make payment when due be excused by a force majeure event effecting Customer's ability to make such payment.

ARTICLE 11. GENERAL PROVISIONS

A. Choice of Law and Jurisdiction This Agreement will be construed and enforced in accordance with the laws of the State of New Jersey, excluding its conflicts of law rules. The parties hereby consent to and submit to the exclusive jurisdiction of the federal and state courts located in the State of New Jersey, and any action or suit under this Agreement shall be brought by the parties in any federal or state court established or sitting in the State of New Jersey with appropriate jurisdiction over the subject matter. The parties shall not raise in connection therewith, and hereby waive, any defenses based upon venue, inconvenience of the forum, lack of personal jurisdiction, sufficiency of service of process (as long as notice of such action or suit is furnished in accordance with Section 6 of the Agreement) or the like in any such action or suit.

B. Statute of Limitations; Jury Waiver. Any action of any kind by either Party arising out of this Agreement must be commenced within two (2) years from the date the right, claim, demand or cause of action shall first arise. Each of the Parties hereby irrevocably waives (and agrees not to assert) the right to trial by jury in any such action.

C. Headings. All titles and headings in this Agreement are for reference purposes only; they will not affect the meaning or construction of the terms of this Agreement.

D. No Third Party Rights. The provisions of this Agreement are for the sole benefit of the Parties, and not for the benefit of any other persons or legal entities.

E. Entire Agreement, Customer Purchase Orders. Customer agrees that any purchase order or other similar document that Customer may issue in connection with this Agreement will be for Customer's internal purposes only and, therefore, even if acknowledged by AMC-12 Holdings, will not in any way add to, subtract from, or in any way modify the terms and conditions of this Agreement. This Agreement contains the complete and exclusive understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements between the Parties concerning that subject matter. No waiver, alteration, or modification of any of the terms of

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SINGLE CHANNEL PER CARRIER SATELLITE SERVICE AGREEMENT

this Agreement will be binding unless in writing and signed by both Parties.

F. Severability. If any part or parts of this Agreement are held to be invalid, the remaining parts of the Agreement will continue to be valid and enforceable.

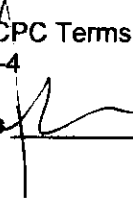
G. Assignment. Customer will not assign or transfer its rights or obligations under this Agreement without AMC-12 Holdings' prior written consent, which consent shall not be unreasonably withheld.

H. Notices. All notices regarding technical or operational matters requiring immediate attention will be given by telephone followed by written notification. All other notices and requests will be in writing delivered to the address(es) set forth in Section 6 of this Agreement or to such other address(es) as the Party may designate in writing.

I. Costs and Attorneys' Fees. In addition to all other amounts payable under this Agreement, AMC-12 Holdings shall be entitled to recover from Customer (i) costs of collection of any such amounts, including reasonable attorneys' fees and disbursements and (ii) costs, including reasonable attorneys' fees and disbursements, incurred in seeking to prevent use of Service contrary to the terms of this Agreement.

Acknowledgement of Attachment A, SCPC Terms and Conditions pp A-1, A-2, A-3 and A-4

Customer 

AMC-12 Holdings 

This is Exhibit "E" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020



.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)

COPY

85
 CONTRACT NO. 030114-0100

SERVICE ORDER

This Service Order is submitted by Juch-Tech Inc. ("Customer") to New Skies Satellites B.V. ("SES") in accordance with the terms and conditions of that certain Master Services Agreement executed between Customer and SES dated the 17th day of December, 2010 (the "MSA"). Effective as of the Commencement Date below, this Service Order replaces the Service Order L-30114-000 which was entered into between SES and Customer on the 10th day of October, 2012.

A. Notice Information.

Customer:

50 Green Mountain Road West
 Stoney Creek, Ontario L8J 2V5
 Canada

Attn: Mr. Wlasi Juchniowicz
 Facsimile: +1 905 575 4157
 Telephone: +1 905 575 3236

SES:

Rooseveltplantsoen 4
 2517 KR The Hague
 The Netherlands
 Attn: Legal Services, Commercial
 Facsimile: +31(0)70 306 42 80
 Telephone: +31(0)70 306 41 00

B. Service Description.

SES shall provide Customer with the satellite services in accordance with the Service Specifications set forth below (the "Service"). The protection level for this Service shall be Transponder Protected Service, in accordance with the terms and conditions set forth in Section E below and in Appendix C of the MSA.

Satellite:	Orbital Location:	Orbital Tolerances:
SES-2	87.0° W.L.	+/- 0.1°

SES reserves the right to transition Service to (i) a Replacement Satellite, (ii) an Alternative Satellite, or (iii) the Satellite at another orbital location, in accordance with the terms and conditions of the MSA.

C. Service Specifications.

SES-2 Satellite:

Band:	MHz:	Service dBW:	Connectivity:	Service Transponder:
Ku	0.30	28.05	NA/NA	02K

Service dBW:

The Service power levels (in dBW) as set forth in the table above will be met by the Service Transponder(s) on the Satellite as referenced to beam peak location (being the point on the downlink beam coverage where the EIRP level is highest) as the same may be extrapolated by SES by measurements from one of its monitoring stations or at other convenient locations within the beam. SES reserves the right to relocate its monitoring facilities and, therefore, the location of performance measurement.

Service Transponder:

Initial Transponder assignment, subject to change in accordance with the terms and conditions of the MSA. SES reserves the right to supply equivalent capacity on other transponders consistent with specifications listed herein at any time during the Service Term. If Service is provided from a fractional Transponder, then Service shall consist of a Transponder segment equivalent to the amount of bandwidth and the Service power level as set forth in the table above.

D. Service Term, Fees.

Commencement Date: 1 March 2013

End Date: 29 February 2016

Monthly Service Fee: US\$ 1,335.00 (US\$ 16,020.00 per annum). Customer shall make such and every payment monthly in advance, on or before the last business day of the month preceding the month in which the Service is provided, and all such payments shall be made without offset, withholding or deduction of any kind.

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Issued: 04/22/13
 Juch Tech 030114-0100 -vsm_s2

Page 1 of 2

Customer initials: 
 SES initials: 

Security: US\$ 1,335.00. Security is due upon execution and shall be applied towards the Service Fees due for the last month of the Service Term. Delays in Service Order execution or other Customer requirements (including required payments due upon execution) may cause delays in the commencement of Service, but shall not delay the Commencement Date for payment purposes. Balancing of any deposit currently held by SES in relation to this Service shall be reflected in the deposit invoice.

The Service Fee payment conditions and Security have been agreed between the Parties based on the Customer's credit rating at the time of execution of this Service Order. Delays in the fulfillment of Customer's obligations (including required payments due upon execution) may cause delays in the commencement of Service, but shall not delay the Commencement Date for payment purposes.

E. Other Applicable Terms and Conditions.

Option to Reduce Bandwidth: Customer may elect to reduce the bandwidth from 0.30 MHz to 0.20 MHz upon not less than thirty (30) days prior written notice to SES. Effective the date of such a reduction the Monthly Service Fee shall be US\$ 850.00 and the table under Service Specifications shall read as follows:

SES-2 Satellite:

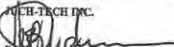
Band:	MHz:	Service dBW:	Connectivity:	Service Transponder:
Ku	0.20	23.83	NA/NA	02K

Service Protection Level: The protection level for this Service shall be Transponder Protected Service in accordance with the terms and conditions as set forth below and in Appendix C of the MSA.


"Transponder Protected Service" means a protection level wherein the Service may not be preempted to restore another service and is itself entitled to be restored by Replacement Transponders or Preemptible Transponders on the same satellite in the event of a Transponder Failure (but is not entitled to be restored if there is no such Replacement Transponder or Preemptible Transponder available), but is not in any case entitled to be restored if the Satellite becomes a Satellite Failure.

As to Transponder Protected Service, SES shall immediately initiate all reasonable measures, consistent with protecting the Satellite and all services provided thereon, to restore Customer's affected Transponder as quickly as possible in the event of a Transponder Failure. Restoration shall be effected in the following manner and order, on a first-needed, first-served basis: first, by utilizing any available Replacement Transponder on the Satellite, and second, if no such Replacement Transponder is available, by using a Preemptible Transponder on the Satellite, if available. If no such Replacement Transponder or Preemptible Transponder is available on the Satellite, then Customer's Service shall not be restored. If access to Replacement Transponders or Preemptible Transponders on the Satellite is required for more than one transponder as a result of simultaneous transponder failures, then such access shall be granted in Contract Order (defined as the opposite order from Reverse Contract Order).

The services ordered pursuant to this Service Order are provided subject to the terms and conditions described in the MSA, including the appendices thereto.

SES-TECH INC.
 By: 
 Name: U. Bouwsma
 Title: President & CEO
 Date: July 5, 2013

NEW SKIES SATELLITES B.V.

By: 
 Name: U. Bouwsma
 Title: Director
 Date: 10 July, 2013

SES PROPRIETARY & CONFIDENTIAL

Issued: 04/22/13
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ORIGINAL

CONTRACT#: L-30114-000

SERVICE ORDER

This Service Order is submitted by Juch-Tech Inc. ("Customer") to New Skies Satellites B.V. ("SES") in accordance with the terms and conditions of that certain Master Services Agreement executed between Customer and SES dated the 17th day of December, 2010 (the "MSA").

A. Notice Information.**Customer:**

50 Green Mountain Road West
Stoney Creek, Ontario L8J 2V5
Canada
Attn: Mr. Walt Juchniewicz
Facsimile: +1 905 575 4157
Telephone: +1 905 575 3236

SES:

Rooseveltplantsoen 4
2517 KR The Hague
The Netherlands
Attn: General Counsel
Facsimile: +31 70 306 4101
Telephone: +31 70 306 4100

B. Service Description.

SES shall provide Customer with the satellite services in accordance with the Service Specifications set forth below (the "Service"). The protection level for this Service shall be Transponder Protected Service, in accordance with the terms and conditions set forth in Section E below and in Appendix C of the MSA.

Satellite:	Orbital Location:	Orbital Tolerances:
SES-2	87.0° W.L.	+/- 0.1°

SES reserves the right to transition Service to (i) a Replacement Satellite, (ii) an Alternative Satellite, or (iii) the Satellite at another orbital location, in accordance with the terms and conditions of the MSA.

C. Service Specifications.

SES-2 Satellite:

Band:	MHz:	Service dBW:	Connectivity:	Service Transponder:
Ku	0.20	23.83	NA/NA	02K

Service dBW:

The Service power levels (in dBW) as set forth in the table above will be met by the Service Transponder(s) on the Satellite as referenced to beam peak location (being the point on the downlink beam coverage where the EIRP level is highest) as the same may be extrapolated by SES by measurements from one of its monitoring stations or at other convenient locations within the beam. SES reserves the right to relocate its monitoring facilities and, therefore, the location of performance measurement.

Service Transponder:

Initial Transponder assignment, subject to change in accordance with the terms and conditions of the MSA. SES reserves the right to supply equivalent capacity on other transponders consistent with specifications listed herein at any time during the Service Term. If Service is provided from a fractional Transponder, then Service shall consist of a Transponder segment equivalent to the amount of bandwidth and the Service power level as set forth in the table above.

D. Service Term; Fees.**Commencement Date:** 1 March 2012**End Date:** 28 February 2013



Monthly Service Fee: US\$ 990.00 (US\$ 11,880.00 per annum). Customer shall make each and every payment monthly in advance, on or before the last business day of the month preceding the month in which the Service is provided, and all such payments shall be made without offset, withholding or deduction of any kind.

Deposit: US\$ 990.00. Deposit is due upon execution and shall be applied towards the Service Fees due for the last month of the Service Term. Delays in Service Order execution or other Customer requirements (including required

SES PROPRIETARY & CONFIDENTIAL

Issued: 08/01/12
L30114-000-cont_1

Page 1 of 2

Customer initials: 
SES initials: 

CONTRACT#: L-30114-000

payments due upon execution) may cause delays in the commencement of Service, but shall not delay the Commencement Date for payment purposes.

E. Other Applicable Terms and Conditions.

Service Protection Level: The protection level for this Service shall be Transponder Protected Service in accordance with the terms and conditions as set forth below and in Appendix C of the MSA.

"Transponder Protected Service" means a protection level wherein the Service may not be preempted to restore another service and is itself entitled to be restored by Replacement Transponders or Preemptible Transponders on the same satellite in the event of a Transponder Failure (but is not entitled to be restored if there is no such Replacement Transponder or Preemptible Transponder available), but is not in any case entitled to be restored if the Satellite becomes a Satellite Failure.

As to Transponder Protected Service, SES shall immediately initiate all reasonable measures, consistent with protecting the Satellite and all services provided thereon, to restore Customer's affected Transponder as quickly as possible in the event of a Transponder Failure. Restoration shall be effected in the following manner and order, on a first-needed, first-served basis: first, by utilizing any available Replacement Transponder on the Satellite; and second, if no such Replacement Transponder is available, by using a Preemptible Transponder on the Satellite, if available. If no such Replacement Transponder or Preemptible Transponder is available on the Satellite, then Customer's Service shall not be restored. If access to Replacement Transponders or Preemptible Transponders on the Satellite is required for more than one transponder as a result of simultaneous transponder failures, then such access shall be granted in Contract Order (defined as the opposite order from Reverse Contract Order).

The services ordered pursuant to this Service Order are provided subject to the terms and conditions described in the MSA, including the appendices thereto.

JUCH-TECH INC.

By: 

Name: *U. Bouwsma*

Title: *President & CEO*

Date: *Oct 29, 2012*

NEW SKIES SATELLITES B.V.

By: 

Name: **U. Bouwsma**

Title: **Director**

Date: *10th October 2012*

SES PROPRIETARY & CONFIDENTIAL

Issued: 08/01/12
L30114-000-cont_1

This is Exhibit "F" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020


.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)

GENERAL SECURITY AGREEMENT

This General Security Agreement (the "Agreement") dated this 2nd day of July, 2015 is made by and between Juch-Tech Inc. (the "Debtor") with offices at 50 Green Mountain Road West, Hamilton, Ontario, Canada; and New Skies Satellites B.V. with offices at Rooseveltplantsoen 4 (2517 KR) The Hague, The Netherlands (the "Secured Party"). Debtor and Secured Party shall each be referred to herein, individually, as a "Party" and, collectively, as the "Parties".

WHEREAS:

- Debtor and the Secured Party are party to the Service Orders 026924, 029734 and 030114; and
- the Service Fees plus applicable interest, as per the Service Orders have not been paid in accordance with the terms of the Service Orders and remain outstanding.

NOW THEREFORE, in consideration of the mutual benefits to be derived and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Grant of Security Interest - Assignment

- a. As a general and continuing security for the payment of the current indebtedness of **US\$ 5,216,616.39**. of the Debtor to the Secured Party for Service Fees due through June 2015 (all of the foregoing being herein called, and included in, the "Obligations"), the Debtor hereby grants to the Secured Party a continuing security interest in the undertaking of the Debtor and in all Goods, Chattel Paper, Documents of Title, Instruments, Intangibles, Securities and any other personal property or rights now or hereafter owned or acquired by the Debtor (all of the foregoing being herein called, and included in, the "Collateral").

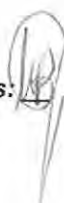

2. Representations and Warranties of Debtor

The Debtor hereby warrants and agrees with the Secured Party as follows:

- a. The Debtor will not, during the currency of this Agreement, give any further or other security agreement covering the Collateral to any party other than the Secured Party and no financing statement (other than any which may be filed on behalf of the Secured Party) covering any of the Collateral is, now or will be on file in any public office while this Security Agreement remains outstanding, save that the Debtor may create a purchase money security interest in collateral hereafter acquired but only if such interest is perfected and notification thereof given to the Secured Party pursuant to the provisions of the governing statutes in that behalf.
- b. That except for the security interest granted hereby, the Debtor is, or as to Collateral acquired after the date hereof (save the purchase money security interest as described above) will be the owner of the Collateral, free from any adverse lien, security interest or encumbrance, and agrees that it will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.
- c. The Debtor's principal place of business and the location of the office where it keeps its records respecting the accounts receivable, is that given at the beginning of this Agreement and all other places of business of the Debtor are listed on Schedule "A" hereto. If the Debtor changes its principal place of business, or the location of the inventory or equipment, or the location of the office where it keeps its records respecting the accounts receivable, or acquires other places of business, it will promptly notify the Secured Party.

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Debtor Initials:  Secured Party Initials: 

- d. The Debtor shall from time to time forthwith on request furnish to the Secured Party in writing all information requested relating to the Collateral and the Secured Party shall be entitled from time to time to inspect the aforesaid collateral and to and for such purposes the Secured Party shall have access to all premises occupied by the Debtor.
- e. The Debtor shall from time to time forthwith on the Secured Party's request do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Secured Party of or with respect to the Collateral or any part thereof or as may be required to give effect to these presents.
- f. The Debtor shall keep the inventory and equipment insured against loss by fire and such other risks as the Secured Party may reasonably require for their full insurable value and will pay all premiums in connection with such insurance. All policies of insurance and the proceeds thereof will be held in trust by the Debtor for the benefit of the Secured Party under the provisions of this Agreement. If the Debtor neglects to provide such insurance, the Secured Party may obtain the same and charge the premiums therefor to the Debtor, together with interest at the rate currently charged to the Debtor under its obligations to the Secured party at the date of payment of the premium by the Secured Party.

3. Default

At the option of the Secured Party, the security hereby granted shall become enforceable upon the happening of any of the following events:

- a. If the Debtor fails to pay or perform when due any of the Obligations, regarding which Debtor and Secured Party will agree on a payment plan;
- b. If the Debtor fails to perform any provision of this Agreement or of any other agreement to which the Debtor and the Secured Party are parties, including the payment plan to be agreed;
- c. If any of the representations and warranties in the Agreement are willfully false or inaccurate when made or deemed to have been made;
- d. If the Debtor ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, makes an assignment or bulk sale of its assets, or proposes a compromise or arrangement to its creditors;
- e. If any proceeding is taken with respect to a compromise or arrangement, or to have the Debtor declared bankrupt or wound up or if any encumbrancer takes possession of any part thereof;
- f. If any execution, sequestration or other process of any court becomes enforceable against the Debtor or if any distress or analogous process is levied upon the Collateral or any part thereof;

and in such event:

- a. The Debtor will forthwith upon demand assemble and deliver to the Secured Party possession of all the Collateral at such place as may be specified by the Secured Party. In any event, at its option the Secured Party may take such steps as it considers necessary or desirable to obtain possession of all or any part of the Collateral, and to that end the Debtor agrees that the Secured Party may by its agents, enter upon lands and premises for the purpose of taking possession of and removing the Collateral or any part thereof.
- b. The Secured Party may seize, collect, realize, borrow money on the security of release to third parties or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the Debtor (except as otherwise required by any applicable law), and may charge on its own behalf

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Debtor Initials:  Secured Party Initials: 

and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services, and receivers and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security or selling or obtaining payment of the Collateral.

- c. At its option, to be notified to the Debtor in the manner provided by the governing statute, the Secured Party may elect to retain all or any part of the Collateral in satisfaction of the obligations to it of the Debtor.
- d. The Secured Party shall not be liable or accountable for any failure to seize, collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payment of the same or for the purpose of preserving an rights of the Secured Party, the Debtor or any other person, firm or corporation in respect of the same.
- e. The Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Secured Party may see fit without prejudice to the liability of the Debtor or the Secured Party's right to hold and realize the collateral.
- f. All monies collected or received by the Secured Party in respect of the Collateral may be applied on account of such parts of the indebtedness and liability of the Debtor as to the Secured Party seems best or may be held unappropriated in a collateral account or in the discretion of the Secured Party may be released to the Debtor, all without prejudice to the Secured Party's claims upon the Debtor.
- g. In the event of the Secured Party taking possession of the said Collateral, or any part thereof in accordance with the provisions of this Agreement, the Secured Party shall have the right to maintain the same upon the premises on which the Collateral may then be situated, and for the purpose of such maintaining shall be entitled to the free use and enjoyment of all necessary buildings, premises, housing, shelter and accommodation of the proper maintaining, housing and protection of the said Collateral, and for its servant or servants, assistant or assistants, and the Debtor covenants and agrees to provide the same without cost or expense to the Secured Party until such time as the Secured Party shall determine in its own discretion to remove, sell or otherwise dispose of the said Collateral so taken possession of by it as aforesaid.
- h. To facilitate the realization of the Collateral the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor an may, enter upon, occupy and use all or any of the premises, buildings, plant and undertaking of, or occupied or used by the Debtor and use all or any of the tools, machinery and equipment of the Debtor for such time as the Secured Party sees fit, to manufacture or complete the manufacture of any inventory and to pack and ship the finished product.
- i. The Secured Party may, if it deems it necessary of the proper realization of all or any part of the Collateral, pay any encumbrance, lien, claim or charge that may exist or be threatened against the same and in every such cases the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the obligations of the Debtor to the Secured Party as hereby secured, and shall bear interest at the same rate currently charged to the Debtor under its obligations to the Secured Party at the date of payment thereof by the Secured Party.

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Debtor Initials:  Secured Party Initials: 

- j. If after all the expenses of the Secured party in connection with the preservation and realization of the Collateral as above described shall have been satisfied and all obligations, including contingent obligations, of the Debtor to the Secured Party shall have been satisfied and paid in full together with interest, any balance of monies in the hands of the Secured party arising out of the realization of the Collateral, shall be paid to any person other than the Debtor whom the Secured party knows to be the owner of the Collateral, and in the absence of such knowledge, such balance shall be paid to the Debtor.

4. Dealing with Collateral by the Debtor:

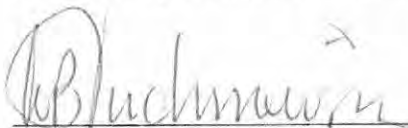
- a. The Debtor in the ordinary course of its business may lease or sell items of inventory, so that the purchaser thereof takes title clear of the security interest hereby created, but if such sale or lease results in an account receivable, such account receivable is subject to the security interest hereby created.
- b. In the event that the Debtor shall collect or receive any of the accounts receivable or shall dispose of and be paid for any of the other Collateral covered by this agreement, all non-cash proceeds of such disposition shall be subject to the security interest hereby created and all monies so collected or received by the Debtor shall be received as Trustee for the Secured Party and shall be held separate and apart from other monies of the Debtor, and shall forthwith be paid over to the Secured Party.
5. This Agreement is in addition to and not in substitution for any other agreement between the Parties creating a security interest in all or part of the Collateral, and whether heretofore or hereafter made, and the terms of such other agreement or agreements shall be deemed to be continued unless expressly provided to the contrary in writing and signed by the Parties.
6. Any notice required to be given to a Party may be sent by prepaid registered mail addressed to the appropriate Party at the address above shown, or such further or other address as such party may notify to the other in writing from time to time, and if so sent, the notice shall be deemed to have been given on the fifth day following the day when it is deposited in the post office.
7. Any failure of the Secured Party to exercise any right set out in this Agreement in any particular instance shall not constitute a waiver thereof in any other instance.
8. All rights of the Secured Party hereunder shall be assignable and in any action brought by an assignee to enforce such rights, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or may hereafter have against the Secured Party.
9. This Agreement and everything herein contained shall extend to and bind and may be taken advantage of by the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every of the parties hereto, and where there is more than one Debtor or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and where there is more than one Debtor all covenants shall be deemed to joint and several.
10. THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO, CANADA.
11. The Parties hereby irrevocably consent to the exclusive jurisdiction of any court of competent jurisdiction in the Province of Ontario, Canada. Parties agree that the venue provided above is the most convenient

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Debtor Initials:  Secured Party Initials: 

forum for all Parties. Parties waive any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

In WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.



Juch-Tech Inc.

Name: W.B. Walt Juchniewicz

Date: July 2, 2015



New Skies Satellites B.V.

Name: Ulco Bouwsma

Date: 29 July 2015



This is Exhibit "G" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020


.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)

RUN NUMBER : 338
RUN DATE : 2020/12/03
ID : 20201203083459.01

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(2451)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : JUCH - TECH INC.

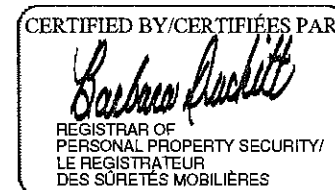
FILE CURRENCY : 02DEC 2020

ENQUIRY NUMBER 20201203083459.01 CONTAINS 11 PAGE(S), 3 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ONCORP - OSLER HOSKIN & HARCOURT LLP - BETTY BUCHANAN

1 FIRST CANADIAN PLACE
TORONTO ON M5X 1B8



(crfj5 06/2019)

CONTINUED... 2

RUN NUMBER : 338
RUN DATE : 2020/12/03
ID : 20201203083459.01

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 2
(2452)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JUCH - TECH INC.
FILE CURRENCY : 02DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
709821144

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20150910 1419 1590 3127	P PPSA	5

02 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 JUCH - TECH INC. BUSINESS NAME
04 50 GREEN MOUNTAIN ROAD WEST HAMILTON ON L8J 2V5 ADDRESS

05 DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 BUSINESS NAME
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT NEW SKIES SATELLITES B.V.

09 ADDRESS ROOSEVELTPLANTSOEN 4 (2517 KR), THE THE NETHERLANDS

COLLATERAL CLASSIFICATION		MOTOR VEHICLE				AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED			
X	X	X	X	X	X			

11 MOTOR VEHICLE YEAR MAKE MODEL V.I.N.

12 GENERAL COLLATERAL DESCRIPTION

13 REGISTERING AGENT OSLER, HOSKIN & HARCOURT LLP (R. BORINS/J. VERCONICH)

17 ADDRESS 1 FIRST CANADIAN PLACE PO BOX 50 TORONTO ON M5X 1B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR

Barbara Luckitt

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)



RUN NUMBER : 338
RUN DATE : 2020/12/03
ID : 20201203083459.01

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(2453)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JUCH - TECH INC.
FILE CURRENCY : 02DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
709821144

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 2 20150910 1419 1590 3127

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS HAGUE

COLLATERAL CLASSIFICATION

10 CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj)tu 06/2019



RUN NUMBER : 338
RUN DATE : 2020/12/03
ID : 20201203083459.01

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 4
(2454)


TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JUCH - TECH INC.
FILE CURRENCY : 02DEC 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20180911 1732 1590 8503	
21	RECORD REFERENCED	FILE NUMBER	709821144		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
			B RENEWAL	10	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	JUCH - TECH INC.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFEE	BUSINESS NAME			ONTARIO CORPORATION NO.
04/07		ADDRESS			
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		ADDRESS			
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED
		GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
10		YEAR	MAKE	MODEL	V.I.N.
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION				
16	REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT	ADDRESS	OSLER, HOSKIN & HARCOURT LLP (R. BORINS/J. VERCONICH/1168164) 1 FIRST CANADIAN PL, PO BOX 50	TORONTO,	ON M5X 1B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

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RUN NUMBER : 338
RUN DATE : 2020/12/03
ID : 20201203083459.01

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 5
(2455)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JUCH - TECH INC.
FILE CURRENCY : 02DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
669911805

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	1		20110516 1647 1663 0035	P PPSA	10

DEBTOR NAME: JUCH-TECH INC.
 BUSINESS NAME: JUCH-TECH INC.
 ADDRESS: 335 GREENCEDAR DRIVE HAMILTON ON L9C 7K5
 ONTARIO CORPORATION NO.:

DEBTOR NAME: [REDACTED]
 BUSINESS NAME: [REDACTED]
 ADDRESS: [REDACTED]
 ONTARIO CORPORATION NO.:

SECURED PARTY / LIEN CLAIMANT: THE HAMILTON TELEPORT LTD.
 ADDRESS: 335 GREENCEDAR DRIVE HAMILTON ON L9C 7K5

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
X	X	X	X	X			X

MOTOR VEHICLE: YEAR MAKE MODEL V.I.N.

GENERAL COLLATERAL DESCRIPTION: ALL ASSETS AND UNDERTAKING OF JUCH-TECH INC.

REGISTERING AGENT: WYNNE, DINGWALL & PRINGLE
 ADDRESS: 231 WILSON STREET EAST, UNIT B ANCASTER ON L9G 2B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES

(crjifu 06/2019)



RUN NUMBER : 338
RUN DATE : 2020/12/03
ID : 20201203083459.01

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 6
(2456)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JUCH - TECH INC.
FILE CURRENCY : 02DEC 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
864903492

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	01	001		20000818 1446 1530 7594	P PPSA	6

01

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME

BUSINESS NAME

JUCH-TECH INC.

ONTARIO CORPORATION NO.

04

ADDRESS

335 GREENCEDAR DR

HAMILTON

ON L9C 7K5

DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT

CANADA TRUSTCO MORTGAGE COMPANY/HYPOTHEQUES TRUSTCO CANADA

08

ADDRESS

161 BAY STREET, 2ND FLOOR

TORONTO

ON M5J 2T2

COLLATERAL CLASSIFICATION

CONSUMER	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
	X		X	X	X			

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

17 AGENT

CANADIAN SECURITIES REGISTRATION SYSTEMS

ADDRESS

SUITE 180-13571 COMMERCE PARKWAY

RICHMOND

BC

V6V2L1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

CERTIFIED BY/CERTIFIÉES PAR
Barbara Ruchitt
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fu 06/2019)



RUN NUMBER : 338
RUN DATE : 2020/12/03
ID : 20201203083459.01

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 7
(2457)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JUCH - TECH INC.
FILE CURRENCY : 02DEC 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE REGISTRATION REGISTERED PAGES SCHEDULE NUMBER UNDER	20060622 1454 1530 5654
01	01	001	
21	RECORD FILE NUMBER	864903492	
	REFERENCED		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED RENEWAL CORRECT
		X	D ASSIGNMENT YEARS PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	JUCH-TECH INC.
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		
28			
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL SURNAME
05	DEBTOR/		
03/	TRANSFeree	BUSINESS NAME	
06			ONTARIO CORPORATION NO.
04/07	ADDRESS		
29	ASSIGNOR	CANADA TRUSTCO MORTGAGE COMPANY/HYPOTHEQUES TRUSTCO CANADA	
08	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE	THE CANADA TRUST COMPANY	
09	ADDRESS	781 MOHAWK RD W	HAMILTON ON L9C 7B7
	COLLATERAL CLASSIFICATION		
	CONSUMER	MOTOR VEHICLE	DATE OF NO FILED
	GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR MATURITY DATE
10			
11	MOTOR	YEAR MAKE	MODEL V.I.N.
12	VEHICLE		
13	GENERAL		
14	COLLATERAL		
15	DESCRIPTION		
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS	
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

CERTIFIED BY/CERTIFIÉES PAR
Barbara Deslitt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2tu 06/2019)



RUN NUMBER : 338
RUN DATE : 2020/12/03
ID : 20201203083459.01

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 8
(2458)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JUCH - TECH INC.
FILE CURRENCY : 02DEC 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20060628 1454 1530 3876	
21	RECORD FILE NUMBER	864903492			
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		X	B RENEWAL	5	
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	JUCH-TECH INC.		
25	OTHER CHANGE				
26	REASON/				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05/	DEBTOR/				
03/	TRANSFEEE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER	MOTOR VEHICLE	DATE OF	NO. FIXED	
	GOODS	INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR	MATURITY DATE
10					
11	MOTOR	YEAR MAKE	MODEL	V. I. N.	
12	VEHICLE				
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY BC	V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)



RUN NUMBER : 338
 RUN DATE : 2020/12/03
 ID : 20201203083459.01

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 9
 (2459)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JUCH - TECH INC.
 FILE CURRENCY : 02DEC 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001	20110711 1452 1530 4499	
21	RECORD FILE NUMBER	864903492		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS
		X	B RENEWAL	5
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	JUCH-TECH INC.	
25	OTHER CHANGE REASON/ DESCRIPTION			
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL
03/06		BUSINESS NAME		
04/07		ADDRESS		ONTARIO CORPORATION NO.
29	ASSIGNOR	SECURED PARTY/ LIEN CLAIMANT/ ASSIGNEE		
08		ADDRESS		
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF
		GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER	INCLUDED	AMOUNT MATURITY OR
10				NO-FIXED MATURITY DATE
11	MOTOR VEHICLE GENERAL COLLATERAL DESCRIPTION	YEAR MAKE	MODEL	V.I.N.
16	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS		
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)



RUN NUMBER : 338
RUN DATE : 2020/12/03
ID : 20201203083459.01

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 10
(2460)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : JUCH - TECH INC.
FILE CURRENCY : 02DEC 2020

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20160803 1434 1530 5986	
21	RECORD REFERENCED	FILE NUMBER	864903492		
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	CHANGE REQUIRED B RENEWAL	RENEWAL YEARS 5
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	JUCH-TECH INC.		
25	OTHER CHANGE REASON/ DESCRIPTION				
02/05	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
03/06	TRANSFeree	BUSINESS NAME			ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08	ADDRESS				
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
12	GENERAL COLLATERAL DESCRIPTION				
13	REGISTERING AGENT OR	CANADIAN SECURITIES REGISTRATION SYSTEMS			
14	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
Barbara Duckitt
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTREUR
 DES SÛRETÉS MOBILIÈRES

(crj2fu 06/2019)

RUN NUMBER : 338
 RUN DATE : 2020/12/03
 ID : 20201203083459.01

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

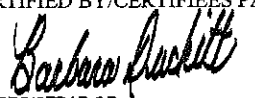
REPORT : PSSR060
 PAGE : 11
 (2461)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : JUCH - TECH INC.
 FILE CURRENCY : 02DEC 2020

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
709821144	20150910 1419 1590 3127	20180911 1732 1590 8503		
669911805	20110516 1647 1663 0035			
864903492	20000818 1446 1530 7594	20060622 1454 1530 5654	20060628 1454 1530 3876	20110711 1452 1530 4499
	20160803 1434 1530 5986			

8 REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTREUR
 DES SÛRETÉS MOBILIÈRES

(crfj5 06/2019)



This is Exhibit "H" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020



.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)

Ulco Bouwsma
Director

Mr Walt Juchniewicz
Juch-Tech Inc.
50 Green Mountain Rd. W.,
Stoney Creek
Ontario L8J 2V5
CANADA

11 July 2018

Subject: Unauthorized Use

Dear Mr Juchniewicz,

With reference to Service Orders 026924 and 029734 (the "Service Orders") executed between Juch-Tech, Inc. and New Skies Satellites B.V. ("SES"), I inform you as follows.

The Service provided pursuant to the Service Order expired on 31 May 2017. Accordingly, your use of the satellite beyond 31 May 2017 is unauthorized and the cost for the use of the service during this period will be charged to Juch-Tech, Inc.

It is understood that there are discussions ongoing about the settlement of the arrears, for which a continued use of the service is necessary for a period of six weeks. SES will allow Juch-Tech, Inc. to use the service on SES-4 (at a charge) however Juch-Tech, Inc. is required to:

CEASE TRANSMISSIONS TO THE NSS-10 SATELLITE BY 12 JULY 2018 23:59 GMT.

In the event you fail to cease transmissions to the NSS-10 Satellite, you will leave SES with no other option than to pursue all legal remedies available to it to make you cease the unauthorized use of our satellite and such remedies shall include claims for any and all damages that you cause us by making unauthorized use of our satellite.

For the avoidance of doubt, the continued use of the service does not imply an obligation for SES to provide service after the period of six weeks as described above. Any new services will be subject to availability and management approval.

Please contact Mr Martijn van Delden (martijn.vandelden@ses.com), if you have any questions regarding this letter.

Yours Sincerely,



Ulco Bouwsma

Ulco Bouwsma
Director

Mr Walt Juchniewicz
Juch-Tech Inc,
50 Green Mountain Rd. W.,
Stoney Creek
Ontario L8J 2V5
CANADA

10 May 2019

TIME SENSITIVE AND URGENT

Subject: **Notice of Unauthorized Use SES-2**

Dear Mr Juchniewicz,

With reference to Service Order 030114-0100 (the "Service Order") executed between Juch-Tech, Inc. and New Skies Satellites B.V. ("SES"), I inform you as follows.

The Service provided pursuant to the Service Order expired on 29 February 2016 and you have been notified that such use is unauthorized in earlier correspondence, however this has not led to Juch-Tech, Inc. ceasing the transmissions.

I therefore urge you again to take action and:

CEASE YOUR TRANSMISSION TO THE SES-2 SATELLITE BY 12 MAY 23:59 GMT.

SES takes unauthorized use of its satellites extremely serious. In the event you continue in your failure to cease transmissions to the SES-2 satellite, you will leave SES with no other option than to pursue all legal remedies available to it to make you cease the unauthorized use of our satellite and such remedies shall include claims for any and all damages that you cause us by making unauthorized use of our satellite. For the avoidance of doubt, SES reserves all rights in claiming compensation for the cost for the use of the service for the period since the expiration of the Service Order.

Please contact Mr Elias Zaccack (elias.zaccack@ses.com), if you have any questions regarding this letter.

Yours Sincerely,



Ulco Bouwsma

Ulco Bouwsma
Director

Mr Walt Juchniewicz
Juch-Tech Inc.
50 Green Mountain Rd. W.,
Stoney Creek
Ontario L8J 2V5
CANADA

10 May 2019

TIME SENSITIVE AND URGENT

Subject: Notice of Unauthorized Use SES-4

Dear Mr Juchniewicz,

With reference to Service Order 029734 (the "Service Order") executed between Juch-Tech, Inc. and New Skies Satellites B.V. ("SES"), I inform you as follows.

The Service provided pursuant to the Service Order expired on 31 May 2017 and unauthorized use notices have been sent in the past relating to the continued use after 31 May 2017. It is understood that there have been discussions between Juch-Tech, Inc. and SES about a settlement of the arrears for which a continued use of the Service was necessary for a six week period in 2018. However, these discussions have not led to a resolution. Upon expiration of the six week period, Juch-Tech, Inc. continued to use the services, which continued use cannot be maintained and SES therefore requires Juch-Tech, Inc. to:

CEASE TRANSMISSIONS TO THE SES-4 SATELLITE BY 12 MAY 23:59 GMT.

In the event you fail to cease transmissions to the SES-4 Satellite, you will leave SES with no other option than to pursue all legal remedies available to it to make you cease the unauthorized use of our satellite and such remedies shall include claims for any and all damages that you cause us by making unauthorized use of our satellite. For the avoidance of doubt, SES reserves all rights in claiming compensation for the cost for the use of the service for the period since the expiration of the Service Order.

Please contact Mr Elias Zaccack (elias.zaccack@ses.com), if you have any questions regarding this letter.

Yours Sincerely,



Ulco Bouwsma

Ulco Bouwsma
Director

Mr Walt Juchniewicz
Juch-Tech Inc.
50 Green Mountain Rd. W.,
Stoney Creek
Ontario L8J 2V5
CANADA

15 May 2019

Subject: Notice of Unauthorized Use SES-4 and SES-2

Dear Mr Juchniewicz,

With reference to our letter dated 10 May 2019 regarding the unauthorized use of the services described in Service Order 029734 (the "Service Order") executed between Juch-Tech, Inc. and New Skies Satellites B.V. ("SES"), I inform you as follows.

In our letter dated 10 May 2019, we requested you to cease the transmissions to the SES-4 Satellite by 12 May 23:59 GMT latest. However, in our systems it still shows that the carriers are up. We will proceed with taking all necessary actions to cease the transmissions, as well all (legal) actions to claim damages, including compensation for the period of use of the capacity without a contract, without further notice.

Please contact Mr Elias Zaccack (elias.zaccack@ses.com), if you have any questions regarding this letter.

Yours Sincerely,



Ulco Bouwsma

Ulco Bouwsma
Proxyholder A

Mr Walt Juchniewicz

Juch-Tech Inc.
50 Green Mountain Rd. W.,
Stoney Creek
Ontario L&J 2V5
CANADA

23 August 2019

Subject: **Unauthorized Use**

Dear Mr Juchniewicz,

With reference to Service Order 030114-0100 (the "Service Order") executed between Juch-Tech, Inc. and New Skies Satellites B.V. ("SES") on the 10th of July 2013, I inform you as follows.

The Service provided pursuant to the Service Order expired on 29 February 2016 and an unauthorized use notice dated the 7th of March 2017 was sent relating to the continued use after 29 February 2016. To date, a total of US\$ 103,785.48 remains outstanding and overdue for the Service for the period June 2013 through August 23, 2019.

The continued unauthorized use of the Service cannot be maintained, and SES therefore requires Juch-Tech, Inc. to:

IMMEDIATELY CEASE TRANSMISSIONS TO THE SES-2 SATELLITE

In the event you fail to cease transmissions to the SES-2 Satellite, you will leave SES with no other option than to pursue all legal remedies available to it to make you cease the unauthorized use of our satellite and such remedies shall include claims for any and all damages that you cause us by making unauthorized use of our satellite. For the avoidance of doubt, SES reserves all rights in claiming compensation for the cost for the use of the service for the period since the expiration of the Service Order.

Please contact Mr Marek Wojcik (marek.wojcik@ses.com), if you have any questions regarding this letter.

Yours Sincerely,

DocuSigned by:

300262980D6A5A
Ulco Bouwsma

This is Exhibit "T" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020


.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)

Yvonne Bos
Senior Legal Counsel

Mr Pawel Wojtis
Wojtis Law
2010 Winston Park Drive, Suite 226
Oakvill
Ontario L6H 6P5
CANADA

21 May 2019

Subject: **New Skies Satellites B.V. / Juch-Tech, Inc.**

Dear Mr Wojtis,

Following your letter dated 15 May 2019, I hereby inform you as follows:

New Skies Satellites B.V. ("SES") has been providing Juch-Tech, Inc ("Juch-Tech") with services since 2010, since it took over the provision of services from SES Americom, Inc. At the time of expiration of the remaining services, Juch-Tech was using services on three different SES satellites:

Satellite	Contract#	End date	Monthly Fee
NSS-10	026824	31 May 2017	USD 103,512.00
SES-4	029734	31 May 2017	USD 37,500.00
SES-2	030114	29 February 2016	USD 1,335.00

At the time of expiration of the contracts and after deduction of the deposit held by SES, a total amount of **USD 8,098,369.03** was outstanding and overdue. A statement of account is attached.

In 2018, SES has notified Juch-Tech of the unauthorized use of the services on the NSS-10 and the SES-4 satellites. The use of the service on NSS-10 was ceased on 12 July 2019. However, given the various discussions between SES and Juch-Tech on the settlement of the debt, SES, as a courtesy gesture, had allowed Juch-Tech some continued use on the SES-4 satellite to keep Juch-Tech's services going while Juch-Tech would seek further (third party) investments so it could fund payment of substantial sums towards the arrears. Despite SES's continued support to Juch-Tech, no payments have followed since the expiration of the contracts against the arrears nor payments for the continued use of the service. Juch-Tech also has not ceased the continued use of the service.

SES has therefore taken the decision to cease the ongoing use of the satellite capacity on SES-4 by Juch-Tech as stated in the letter dated 10 May 2019. An additional letter sent on 15 May 2019 stating that we noticed that the service was still being used and that we would take actions without further notice. SES muted the transponder after the 15 May 2019 letter was sent.

With regard to the use of the service on SES-2, this use is also considered unauthorized, as was already communicated to your client by letter dated 7 March 2016. The continued use by your client is not acceptable to SES, but SES does not have the technical means to cease this use by your client and will consider further actions if these transmissions will continue.

Over the years, SES has supported Juch-Tech in its efforts to find new investors, to sell its business etc. and SES has not taken immediate actions to take the service down. Given the accruing sums owed to SES and no clear path solving the arrears, SES is now forced to take further actions.

SES claims full payment of the outstanding amount, as well as payment for the continued use after expiration of the contracts. Exclusive of interests and costs, the current claim is **USD 8,098,369.03** relating to the arrears and **USD 2,330,727** related to the unauthorized use based on the rates per the expired contracts for the period after expiration of the contracts. SES reserves all its rights under the contract, including its right to charge the services after expiration of the contracts at the applicable 30-day period Occasional Use Rate, which can be several factors higher, in accordance with the applicable Master Services Agreement dated 17 December 2010, interest and costs.

SES trusts that matter will not escalate further and that parties can come to an amicable settlement within a reasonable timeframe.

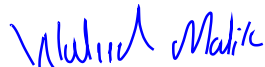
Yours Sincerely,



Yvonne Bos

Attachments: Statement of account

This is Exhibit "J" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020



.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)

Osler, Hoskin & Harcourt LLP
 Box 50, 1 First Canadian Place
 Toronto, Ontario, Canada M5X 1B8
 416.362.2111 MAIN
 416.862.6666 FACSIMILE

OSLER

Toronto

February 20, 2020

Shawn Irving
 Direct Dial: 416.862.4733
 sirving@osler.com
 Our Matter Number: 1205165

Montréal

Calgary

SENT BY COURIER

Ottawa

Vancouver

Juch - Tech Inc.
 50 Green Mountain Road West
 Stoney Creek, Ontario
 L8J 2V5

New York

Attention: Walt Juchniewicz, President and Chief Executive Officer

Dear Mr. Juchniewicz:

Re: Obligations of Juch - Tech Inc. (the “Debtor”) to New Skies Satellites B.V. (“New Skies”)

We are writing to you as counsel to New Skies in connection with the outstanding obligations owing under the Master Services Agreement dated as of December 17, 2010 (the “MSA”), Service Orders 026924, 029734, and 030144 entered into under the terms and conditions of the MSA (collectively, the “Service Orders”) and the related General Security Agreement dated as of July 2, 2015 (the “General Security Agreement”), each entered into by the Debtor and New Skies. Capitalized terms used but not otherwise defined in this letter shall have the meaning given to them in the MSA or the General Security Agreement, as applicable.

According to New Skies’ records, the Debtor is indebted or otherwise liable to New Skies in the amount of US\$5,216,616.39 in respect of the outstanding Obligations owing under the General Security Agreement and US\$5,201,429.09 for Service Fees incurred under the Service Orders after July 1, 2015 (collectively, the “Indebtedness”). No payment of the Indebtedness has been received to date and the Debtor is in default under the terms of the General Security Agreement.

The existing and continuing defaults under the General Security Agreement known to New Skies include, without limitation, the following:

1. The Debtor has failed to pay or perform when due the Obligations owing under the General Security Agreement, which Obligations include, *inter alia*, the payment of the outstanding indebtedness of US\$5,216,616.39 for Service Fees arising under the Service Orders, as required under Section 3(a) of the General Security Agreement, which Obligations remain outstanding;



2. The Debtor has failed to perform its obligations under Section 6 of the MSA, which failures include the failure to pay outstanding Service Fees when due and interest thereon, as required under Section 3(b) of the General Security Agreement; and
3. The Debtor has made wilfully false and inaccurate representations and warranties under the General Security Agreement, which wilfully false and inaccurate representations and warranties include Section 2(a) and 2(b) of the General Security Agreement, in breach of Section 3(c) of the General Security Agreement.

Accordingly, New Skies hereby demands payment in full of the Indebtedness, together with fees and expenses, from the Debtor. This letter constitutes a demand for payment under the terms and conditions of the MSA and each Service Order entered into in connection therewith, and the terms and conditions of all security, including the General Security Agreement (the “**Security**”), held by New Skies directly or indirectly for any of the Indebtedness, and is made without prejudice to New Skies’ rights to make such further and other demands as it shall see fit for any other indebtedness or under any other security.

Unless immediate payment of US\$10,418,045.48, being the full payment of the Indebtedness, or arrangements satisfactory to New Skies for payment of the Indebtedness, are made, New Skies may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include the enforcement of the Security granted to New Skies, including the appointment of a receiver. Accordingly, we enclose a Notice of Intention to Enforce Security provided in accordance with Section 244 of the *Bankruptcy and Insolvency Act* (Canada), together with a form of Consent which you may choose to execute and return to the undersigned.

In addition, pursuant to Section 2(d) of the General Security Agreement, New Skies further demands that the Debtor provide New Skies, in writing, with a detailed summary of the current scope and value of the Collateral (the “**Collateral Summary**”). The Collateral Summary shall include an itemized list that identifies all the Debtor’s property over which security is granted under the General Security Agreement and for which is defined as Collateral therein, and the current fair-market value of all such Collateral. If New Skies does not receive the Collateral Summary within seven (7) days of the date hereof it shall consider such a failure to be a Default, in addition to the existing and continuing events of Default, under the General Security Agreement and may take any further steps that it deems necessary to acquire the information requested herein.

This letter is provided to you with an express reservation of all of New Skies’ rights, remedies, and recourses and all remedies available at law, in equity or otherwise, and

- 3 -

OSLER

nothing contained herein should be interpreted as a waiver of any right and/or an extension of any time period. This letter is provided without any admission whatsoever.

Yours very truly,

Per. Jake Schmidt

Shawn Irving

c: *New Skies Satellites B.V.*

NOTICE OF INTENTION TO ENFORCE SECURITY

(Rule 124)

Section 244(1)

BANKRUPTCY AND INSOLVENCY ACT

TO: Juch - Tech Inc., an insolvent person

Attention: Walt Juchniewicz, President and Chief Executive Officer

TAKE NOTICE THAT:


- a) New Skies Satellites B.V. (the “**Secured Party**”), a secured creditor, intends to enforce its security on the property of Juch - Tech Inc. (the “**Debtor**”) described in Schedule “A” attached hereto.
- b) The security that is to be enforced is in the form of the General Security Agreement dated as of July 2, 2015, granted by the Debtor in favour of the Secured Party (the “**General Security Agreement**”).
- c) The total amount of indebtedness secured by the General Security Agreement is US\$5,216,616.39 in respect of Service Orders 026924, 029734 and 030114 (each Service Order entered into in connection with the Master Services Agreement dated as of December 17, 2010, between the Debtor the Secured Party).
- d) The Secured Party will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

[Remainder of page intentionally left blank]

DATED this 20th day of February, 2020.

NEW SKIES SATELLITES B.V.

By:



Name: TOM RUBIN

Title: Proxy HOLDER A

SCHEDULE “A”

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the General Security Agreement.

Subject to the limitations set out in the General Security Agreement, the Collateral consists of all of the personal property and undertaking of the Debtor now owned or hereinafter acquired and all of the personal property and undertaking in which the Debtor now has or hereafter acquires any interest, including, without limitation, all of the Debtor's:

- a. Goods;
- b. Chattel Paper;
- c. Documents of Title;
- d. Instruments;
- e. Intangibles;
- f. Securities; and
- g. Any other personal property or rights now or hereafter owned or acquired by the Debtor.

CONSENT TO EARLIER ENFORCEMENT OF SECURITY AND WAIVER
(Subsection 244(2) and (2.1) of the *Bankruptcy and Insolvency Act* (Canada))

TO: **NEW SKIES SATELLITES B.V. (“New Skies”)**

THE UNDERSIGNED hereby acknowledges receipt of the Notice of Intention to Enforce Security dated February 19, 2020 (the “**Notice of Intention**”) and, pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3 (the “**BIA**”), consents to the immediate enforcement of New Skies’ security and hereby acknowledges and agrees that New Skies shall not be required to refrain from enforcing its security for the 10-day period referred to in Section 244(1) of the BIA.

DATED _____, 2020.

JUCH - TECH INC.

Name:

Title:

This is Exhibit "K" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020

.....
Waleed Malik

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 67846O)

Osler, Hoskin & Harcourt LLP
 Box 50, 1 First Canadian Place
 Toronto, Ontario, Canada M5X 1B8
 416.362.2111 MAIN
 416.862.6666 FACSIMILE

OSLER

March 20, 2020

Shawn Irving
 Direct Dial: 416.862.4733
 sirving@osler.com
 Our Matter Number: 1205165

Toronto

Montréal

SENT BY ELECTRONIC MAIL

Calgary

Juch-Tech Inc.
 50 Green Mountain Road West
 Stoney Creek, Ontario
 L8J 2V5

Ottawa

Vancouver

New York

Attention: Walt Juchniewicz, President and Chief Executive Officer

Re: Master Services Agreement dated as of December 17, 2010 (the “MSA”) between Juch-Tech Inc. (“Juch-Tech” or “you”) and New Skies Satellites B.V. (“New Skies”, “us” or “we”)

Dear Mr. Juchniewicz:

We are writing further to our letter dated February 20, 2020 (the “**Demand Letter**”). Attached as Schedules “A” and “B” hereto are copies of the Demand Letter and the related proof of delivery, respectively. Capitalized terms not otherwise defined herein have the meanings given to them in the Demand Letter.

As set out in the Demand Letter, you are indebted to New Skies in an amount of not less than US\$10,418,045.48 under the MSA, the Service Orders, and the General Security Agreement. Further, enclosed with the Demand Letter was a Notice of Intention to Enforce on Security, which was delivered to you in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (“**BIA**”) and Rule 124 of the *Bankruptcy and Insolvency General Rules*.

Please be advised that the statutory 10-day notice period set out in Section 244(2) of the BIA has elapsed and that **New Skies is currently in a position to enforce on its security and to realize on Juch-Tech’s assets.**

Also as set out in the Demand Letter, New Skies requires that Juch-Tech Debtor deliver a detailed summary of the current scope and value of the Collateral (the “**Collateral Summary**”) in accordance with the terms of the General Security Agreement. Juch-Tech’s failure to provide the Collateral Summary within the period specified in the Demand Letter constitutes an additional default under the General Security Agreement. We further require that Juch-Tech provide us with full details of (i) the indebtedness that it owes to each of Canada Trustco Mortgage Company and The Hamilton Teleport Ltd. (together, the “**PPSA Registrants**”), (ii) the agreements and security arrangements in place between Juch-Tech and each of the PPSA Registrants, and (iii) any collateral provided by Juch-Tech to either of the PPSA Registrants, including whether the PPSA Registrants are in physical possession of any such collateral. Absent



a satisfactory response on or before March 27, 2020, New Skies will be issuing statutory notices to the PPSA Registrants compelling disclosure of such information and may proceed to take all steps available to it pursuant to the terms of the agreements between New Skies and Juch-Tech, at law, equity, and otherwise.

New Skies will hold Juch-Tech responsible and accountable for any and all costs and expenses incurred by it, including legal costs, in connection any steps taken by it in furtherance of the foregoing, including, among other things, steps to obtain the requested information. Further, New Skies will hold Juch-Tech responsible and accountable for any and all damages flowing from Juch-Tech's actions or inaction, including its failure to comply with the terms of the contractual arrangements between it and New Skies, which matters New Skies intends to pursue vigorously.

This letter is provided to you with an express reservation of all of New Skies' rights, remedies, and recourses and all remedies available by contract, at law, in equity or otherwise, and nothing contained herein should be interpreted as a waiver of any right and/or an extension of any time period. This letter is provided without any admission whatsoever.

Yours very truly,

per: Sean Stidwill

Shawn Irving

c. *New Skies Satellites B.V.*

SCHEDULE "A"

Osler, Hoskin & Harcourt LLP
 Box 50, 1 First Canadian Place
 Toronto, Ontario, Canada M5X 1B8
 416.362.2111 MAIN
 416.862.6666 FACSIMILE

OSLER

Toronto

February 20, 2020

Shawn Irving
 Direct Dial: 416.862.4733
 sirving@osler.com
 Our Matter Number: 1205165

Montréal

Calgary

SENT BY COURIER

Ottawa

Vancouver

Juch - Tech Inc.
 50 Green Mountain Road West
 Stoney Creek, Ontario
 L8J 2V5

New York

Attention: Walt Juchniewicz, President and Chief Executive Officer

Dear Mr. Juchniewicz:

Re: Obligations of Juch - Tech Inc. (the “Debtor”) to New Skies Satellites B.V. (“New Skies”)

We are writing to you as counsel to New Skies in connection with the outstanding obligations owing under the Master Services Agreement dated as of December 17, 2010 (the “MSA”), Service Orders 026924, 029734, and 030144 entered into under the terms and conditions of the MSA (collectively, the “Service Orders”) and the related General Security Agreement dated as of July 2, 2015 (the “General Security Agreement”), each entered into by the Debtor and New Skies. Capitalized terms used but not otherwise defined in this letter shall have the meaning given to them in the MSA or the General Security Agreement, as applicable.

According to New Skies’ records, the Debtor is indebted or otherwise liable to New Skies in the amount of US\$5,216,616.39 in respect of the outstanding Obligations owing under the General Security Agreement and US\$5,201,429.09 for Service Fees incurred under the Service Orders after July 1, 2015 (collectively, the “Indebtedness”). No payment of the Indebtedness has been received to date and the Debtor is in default under the terms of the General Security Agreement.

The existing and continuing defaults under the General Security Agreement known to New Skies include, without limitation, the following:

1. The Debtor has failed to pay or perform when due the Obligations owing under the General Security Agreement, which Obligations include, *inter alia*, the payment of the outstanding indebtedness of US\$5,216,616.39 for Service Fees arising under the Service Orders, as required under Section 3(a) of the General Security Agreement, which Obligations remain outstanding;



2. The Debtor has failed to perform its obligations under Section 6 of the MSA, which failures include the failure to pay outstanding Service Fees when due and interest thereon, as required under Section 3(b) of the General Security Agreement; and
3. The Debtor has made wilfully false and inaccurate representations and warranties under the General Security Agreement, which wilfully false and inaccurate representations and warranties include Section 2(a) and 2(b) of the General Security Agreement, in breach of Section 3(c) of the General Security Agreement.

Accordingly, New Skies hereby demands payment in full of the Indebtedness, together with fees and expenses, from the Debtor. This letter constitutes a demand for payment under the terms and conditions of the MSA and each Service Order entered into in connection therewith, and the terms and conditions of all security, including the General Security Agreement (the “**Security**”), held by New Skies directly or indirectly for any of the Indebtedness, and is made without prejudice to New Skies’ rights to make such further and other demands as it shall see fit for any other indebtedness or under any other security.

Unless immediate payment of US\$10,418,045.48, being the full payment of the Indebtedness, or arrangements satisfactory to New Skies for payment of the Indebtedness, are made, New Skies may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include the enforcement of the Security granted to New Skies, including the appointment of a receiver. Accordingly, we enclose a Notice of Intention to Enforce Security provided in accordance with Section 244 of the *Bankruptcy and Insolvency Act* (Canada), together with a form of Consent which you may choose to execute and return to the undersigned.

In addition, pursuant to Section 2(d) of the General Security Agreement, New Skies further demands that the Debtor provide New Skies, in writing, with a detailed summary of the current scope and value of the Collateral (the “**Collateral Summary**”). The Collateral Summary shall include an itemized list that identifies all the Debtor’s property over which security is granted under the General Security Agreement and for which is defined as Collateral therein, and the current fair-market value of all such Collateral. If New Skies does not receive the Collateral Summary within seven (7) days of the date hereof it shall consider such a failure to be a Default, in addition to the existing and continuing events of Default, under the General Security Agreement and may take any further steps that it deems necessary to acquire the information requested herein.

This letter is provided to you with an express reservation of all of New Skies’ rights, remedies, and recourses and all remedies available at law, in equity or otherwise, and

- 3 -

OSLER

nothing contained herein should be interpreted as a waiver of any right and/or an extension of any time period. This letter is provided without any admission whatsoever.

Yours very truly,

Per. Jake Schmidt

Shawn Irving

c: *New Skies Satellites B.V.*

NOTICE OF INTENTION TO ENFORCE SECURITY

(Rule 124)

Section 244(1)

BANKRUPTCY AND INSOLVENCY ACT

TO: Juch - Tech Inc., an insolvent person

Attention: Walt Juchniewicz, President and Chief Executive Officer

TAKE NOTICE THAT:

- a) New Skies Satellites B.V. (the “**Secured Party**”), a secured creditor, intends to enforce its security on the property of Juch - Tech Inc. (the “**Debtor**”) described in Schedule “A” attached hereto.
- b) The security that is to be enforced is in the form of the General Security Agreement dated as of July 2, 2015, granted by the Debtor in favour of the Secured Party (the “**General Security Agreement**”).
- c) The total amount of indebtedness secured by the General Security Agreement is US\$5,216,616.39 in respect of Service Orders 026924, 029734 and 030114 (each Service Order entered into in connection with the Master Services Agreement dated as of December 17, 2010, between the Debtor the Secured Party).
- d) The Secured Party will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

[Remainder of page intentionally left blank]

DATED this 20th day of February, 2020.

NEW SKIES SATELLITES B.V.

By:



Name: TOM RUBIN

Title: Proxy HOLDER A

SCHEDULE “A”

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the General Security Agreement.

Subject to the limitations set out in the General Security Agreement, the Collateral consists of all of the personal property and undertaking of the Debtor now owned or hereinafter acquired and all of the personal property and undertaking in which the Debtor now has or hereafter acquires any interest, including, without limitation, all of the Debtor's:

- a. Goods;
- b. Chattel Paper;
- c. Documents of Title;
- d. Instruments;
- e. Intangibles;
- f. Securities; and
- g. Any other personal property or rights now or hereafter owned or acquired by the Debtor.

**CONSENT TO EARLIER ENFORCEMENT OF SECURITY AND WAIVER
(Subsection 244(2) and (2.1) of the *Bankruptcy and Insolvency Act* (Canada))**

TO: **NEW SKIES SATELLITES B.V. (“New Skies”)**

THE UNDERSIGNED hereby acknowledges receipt of the Notice of Intention to Enforce Security dated February 19, 2020 (the “**Notice of Intention**”) and, pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3 (the “**BIA**”), consents to the immediate enforcement of New Skies’ security and hereby acknowledges and agrees that New Skies shall not be required to refrain from enforcing its security for the 10-day period referred to in Section 244(1) of the BIA.

DATED _____, 2020.

JUCH - TECH INC.

Name:
Title:

This is Exhibit "L" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020


.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)

Osler, Hoskin & Harcourt LLP
 Box 50, 1 First Canadian Place
 Toronto, Ontario, Canada M5X 1B8
 416.362.2111 MAIN
 416.862.6666 FACSIMILE

OSLER

Toronto

November 4, 2020

Shawn Irving
 Direct Dial: 416.862.4733
 sirving@osler.com
 Our Matter Number: 1205165

Montréal

Calgary

SENT BY REGISTERED MAIL AND EMAIL

Ottawa

Juch - Tech Inc.
 50 Green Mountain Road West
 Stoney Creek, Ontario
 L8J 2V5

Vancouver

New York

335 Greencedar Drive
 Hamilton, Ontario
 L9C 7K5

Attention: Walt Juchniewicz, President, Chief Executive Officer, and Director
 Email: juchniewicz@juch-tech.com

Dear Mr. Juchniewicz:

Re: Obligations of Juch - Tech Inc. (the “Debtor”) to New Skies Satellites B.V. (“New Skies”)

We are writing further to our letter correspondence to you dated February 20, 2020 and March 20, 2020. As you are aware, we act as counsel to New Skies in connection with the outstanding obligations owing under the Master Services Agreement dated as of December 17, 2010 (the “**MSA**”), Service Orders 026924, 029734, and 030144 entered into under the terms and conditions of the MSA (collectively, the “**Service Orders**”) and the related General Security Agreement dated as of July 2, 2015 (the “**General Security Agreement**”), each entered into by the Debtor and New Skies. Capitalized terms used but not otherwise defined in this letter shall have the meaning given to them in the MSA or the General Security Agreement, as applicable.

According to New Skies’ records, the Debtor is indebted or otherwise liable to New Skies in the amount of US\$5,216,616.39 in respect of the outstanding Obligations owing under the General Security Agreement and US\$5,201,429.09 for Service Fees incurred under the Service Orders after July 1, 2015 (collectively, the “**Indebtedness**”). No payment of the Indebtedness has been received to date and the Debtor is in default under the terms of the General Security Agreement.

The existing and continuing defaults under the General Security Agreement known to New Skies include, without limitation, the following:



1. The Debtor has failed to pay or perform when due, and when previously demanded by New Skies, the Obligations owing under the General Security Agreement, which Obligations include, *inter alia*, the payment of the outstanding indebtedness of US\$5,216,616.39 for Service Fees arising under the Service Orders, as required under Section 3(a) of the General Security Agreement, which Obligations remain outstanding;
2. The Debtor has failed to perform its obligations under Section 6 of the MSA, which failures include the failure to pay outstanding Service Fees when due and interest thereon, as required under Section 3(b) of the General Security Agreement;
3. The Debtor has failed to deliver to New Skies a detailed summary of the scope and value of the Collateral pursuant to Section 2(d) of the General Security Agreement, including an itemized list that identifies all the Debtor's property over which security is granted under the General Security Agreement and which is defined as Collateral therein, and the current fair-market value of all such Collateral, which summary was requested in the February 20, 2020 correspondence, as well as the additional information regarding the Debtor's indebtedness to Canada Trustco Mortgage Company and The Hamilton Teleport Ltd. (the "**PPSA Registrants**") that was requested in the March 20, 2020 correspondence, which failures constitute events of default under Section 3(b) of the General Security; and
4. The Debtor has made wilfully false or inaccurate representations and warranties under the General Security Agreement, which wilfully false or inaccurate representations and warranties include Sections 2(a) and 2(b) of the General Security Agreement, as evidenced by the registrations made by the PPSA Registrants in Ontario's Personal Property Security Registry, in breach of Section 3(c) of the General Security Agreement.

Accordingly, New Skies hereby demands payment in full of the Indebtedness, together with fees and expenses, from the Debtor. This letter constitutes a demand for payment under the terms and conditions of the MSA and each Service Order entered into in connection therewith, and the terms and conditions of all security, including the General Security Agreement (the "**Security**"), held by New Skies directly or indirectly for any of the Indebtedness, and is made without prejudice to New Skies' rights to make such further and other demands as it shall see fit for any other indebtedness or under any other security.

Unless immediate payment of US\$10,418,045.48, being the full payment of the Indebtedness, or arrangements satisfactory to New Skies for payment of the

The logo for the law firm OSLER, consisting of the word "OSLER" in a bold, serif, reddish-brown font.

Indebtedness, are made, New Skies may take any further steps that it deems necessary to recover payment of the Indebtedness. These steps may include the enforcement of the Security granted to New Skies, including the appointment of a receiver. Accordingly, we enclose a Notice of Intention to Enforce Security provided in accordance with Section 244 of the *Bankruptcy and Insolvency Act* (Canada), together with a form of Consent which you may choose to execute and return to the undersigned.

This letter is provided to you with an express reservation of all of New Skies' rights, remedies, and recourses and all remedies available at law, in equity or otherwise, and nothing contained herein should be interpreted as a waiver of any right and/or an extension of any time period. This letter is provided without any admission whatsoever.

Yours very truly,

per Sean Stidwill

Shawn Irving

c: *New Skies Satellites B.V.*

NOTICE OF INTENTION TO ENFORCE SECURITY

(Rule 124)

Section 244(1)

BANKRUPTCY AND INSOLVENCY ACT

TO: Juch - Tech Inc., an insolvent person

Attention: Walt Juchniewicz, President, Chief Executive Officer, and Director


TAKE NOTICE THAT:

- a) New Skies Satellites B.V. (the “**Secured Party**”), a secured creditor, intends to enforce its security on the property of Juch - Tech Inc. (the “**Debtor**”) described in Schedule “A” attached hereto.
- b) The security that is to be enforced is in the form of the General Security Agreement dated as of July 2, 2015, granted by the Debtor in favour of the Secured Party (the “**General Security Agreement**”).
- c) The total amount of indebtedness secured by the General Security Agreement is US\$5,216,616.39 in respect of Service Orders 026924, 029734 and 030114 (each Service Order entered into in connection with the Master Services Agreement dated as of December 17, 2010, between the Debtor the Secured Party).
- d) The Secured Party will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

[Remainder of page intentionally left blank]

DATED at The Hague, this 4 day of November, 2020.

NEW SKIES SATELLITES B.V.

By:  DocuSigned by:
Simon Gatty-Saunt

A155296A25C046C...
Name: Simon Gatty-Saunt

Title: Director

SCHEDULE "A"

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the General Security Agreement.

Subject to the limitations set out in the General Security Agreement, the Collateral consists of all of the personal property and undertaking of the Debtor now owned or hereinafter acquired and all of the personal property and undertaking in which the Debtor now has or hereafter acquires any interest, including, without limitation, all of the Debtor's:

- a. Goods;
- b. Chattel Paper;
- c. Documents of Title;
- d. Instruments;
- e. Intangibles;
- f. Securities; and
- g. Any other personal property or rights now or hereafter owned or acquired by the Debtor.

**CONSENT TO EARLIER ENFORCEMENT OF SECURITY AND WAIVER
(Subsection 244(2) and (2.1) of the *Bankruptcy and Insolvency Act* (Canada))**

TO: **NEW SKIES SATELLITES B.V. (“New Skies”)**

THE UNDERSIGNED hereby acknowledges receipt of the Notice of Intention to Enforce Security dated November 4, 2020 (the “**Notice of Intention**”) and, pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3 (the “**BIA**”), consents to the immediate enforcement of New Skies’ security and hereby acknowledges and agrees that New Skies shall not be required to refrain from enforcing its security for the 10-day period referred to in Section 244(1) of the BIA.

DATED this ____ day of November, 2020.

JUCH - TECH INC.

Name:

Title:

This is Exhibit "M" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020



.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)

Osler, Hoskin & Harcourt LLP
 Box 50, 1 First Canadian Place
 Toronto, Ontario, Canada M5X 1B8
 416.362.2111 MAIN
 416.862.6666 FACSIMILE

OSLER

Toronto

April 7, 2020

Shawn Irving
 Direct Dial: 416.862.4733
 sirving@osler.com
 Our Matter Number: 1205165

Montréal

Calgary

SENT BY FACSIMILE

Ottawa

The Canada Trust Company
 781 Mohawk Road West
 Hamilton, Ontario
 L9C 7B7
 Fax: 905-648-7767

Vancouver

New York

And to:

TD Canada Trust
 781 Mohawk Road West
 Hamilton, Ontario
 L9C 7B7
 Fax: 905-648-7767

Attention: Branch Manager, Store #250

Dear Sirs/Mesdames:

Re: Juch - Tech Inc. (the “Debtor”)

We are counsel to New Skies Satellites B.V. (“**New Skies**”), a secured creditor of the Debtor. On February 20, 2020, we sent a demand letter and notice of intention to enforce security to the Debtor, on behalf of New Skies, in accordance with the terms of Section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and Rule 124 of the *Bankruptcy and Insolvency General Rules*, in connection with the Debtor’s default under the terms of its contractual arrangements with New Skies, including a general security agreement granted in favour of New Skies. The statutory 10-day notice period provided for in the BIA has since expired and New Skies is now in a position to enforce on its security.

We note that The Canada Trust Company is the assignee of a financing statement registered against the Debtor (the “**Registration**”) in Ontario’s Personal Property Security Registration System (the “**PPR**”) pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”):

1. reference file no. 864903492, indicating a security interest in the collateral of the Debtor classified as “inventory”, “equipment”, “accounts” and “other”. The Registration does not include a general collateral description.



The Registration in the PPR is evidenced by registration number 20000818 1446 1530 7594 and the assignment of the Registration is evidenced by a financing change statement with registration number 20060622 1454 1530 5654.

With respect to the Registration, we request the following information and materials from The Canada Trust Company pursuant to Section 18 of the PPSA (the “**Requested Information**”):

1. a statement in writing of the amount of the indebtedness and the terms of payment thereof as of this date; and
2. a true copy of the security agreement(s).

We appreciate your attention to this matter as New Skies considers available next steps with respect to the enforcement of its security against the Debtor. Please provide the foregoing as soon as possible and in any event no later than fifteen (15) days from the date of receipt of this letter, as required by Section 18(5) of the PPSA.

Please contact me at the email address or phone number listed above if you have any questions or would like to discuss this matter.

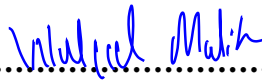
Yours very truly,

per: Sean Stidwill

Shawn Irving

c: *New Skies Satellites B.V.*

This is Exhibit "N" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020


.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 67846O)

Osler, Hoskin & Harcourt LLP
 Box 50, 1 First Canadian Place
 Toronto, Ontario, Canada M5X 1B8
 416.362.2111 MAIN
 416.862.6666 FACSIMILE

OSLER

Toronto

April 1, 2020

Montréal

Shawn Irving
 Direct Dial: 416.862.4733
 sirving@osler.com
 Our Matter Number: 1205165

Calgary

SENT BY COURIER

Ottawa

The Hamilton Teleport Ltd.
 335 Greencedar Drive
 Hamilton, Ontario
 L9C 7K5

Vancouver

New York

Dear Sirs/Mesdames:

Re: Juch - Tech Inc. (the “Debtor”)

We are counsel to New Skies Satellites B.V. (“**New Skies**”), a secured creditor of the Debtor. On February 20, 2020, we sent a demand letter and notice of intention to enforce security to the Debtor, on behalf of New Skies, in accordance with the terms of Section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) and Rule 124 of the *Bankruptcy and Insolvency General Rules*, in connection with the Debtor’s default under the terms of its contractual arrangements with New Skies, including a general security agreement granted in favour of New Skies. The statutory 10-day notice period provided for in the BIA has since expired and New Skies is now in a position to enforce on its security.

We note that The Hamilton Teleport Ltd. has registered the following financing statement against the Debtor (the “**Registration**”) in Ontario’s Personal Property Security Registration System pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”):

1. Registration number 20110516 1647 1663 0035 (file no. 669911805), indicating a security interest in the collateral of the Debtor classified as “inventory”, “equipment”, “accounts” and “other”, with the following general collateral description: “ALL ASSETS AND UNDERTAKINGS OF JUCH-TECH INC.”

With respect to the Registration, we request the following information and materials from The Hamilton Teleport Ltd. pursuant to Section 18 of the PPSA (the “**Requested Information**”):

1. a statement in writing of the amount of the indebtedness and the terms of payment thereof as of this date; and
2. a true copy of the security agreement(s).



We appreciate your attention to this matter as New Skies considers available next steps with respect to the enforcement of its security against the Debtor. Please provide the foregoing as soon as possible and in any event no later than fifteen (15) days from the date of receipt of this letter in accordance with Section 18(5) of the PPSA (the “**Response Deadline**”). Please be advised that Section 18(5) of the PPSA provides that The Hamilton Teleport Ltd. shall be liable for any loss or damage to New Skies caused by The Hamilton Teleport Ltd.’s failure to provide the Requested Information in a form that is complete and correct by the Response Deadline.

Please contact me at the email address or phone number listed above if you have any questions or would like to discuss this matter.

Yours very truly,

per: Sean Stidwill

Shawn Irving

c: *New Skies Satellites B.V.*

This is Exhibit "O" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020


.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 67846O)

Malik, Waleed

From: Mohamed, Hanif <Hanif.Mohamed@td.com>
Sent: Thursday, November 05, 2020 2:03 PM
To: Stidwill, Sean
Subject: RE: Juch-Tech Inc.

Hello Sean

I just received notification back from, my Administration department that unfortunately we do not have a Small Business Banking agreement/Assignment on file as this file goes all the way back prior to TD Bank and Canada Trust merging and this was a client of Canada Trust at that time. All the documents I sent to you was all we had on file for this client that we had to order from Iron Mountain.

Hanif Mohamed | Account Manager, TD Business Banking |
TD Canada Trust
830 Upper James Street Hamilton, Ontario L9C 3A4
P: 905-387-9330 X300 | F: 905-387-9383 | Email: hanif.mohamed@td.com



Thank you for putting your trust in us to help achieve your business goals! We look forward to watching your business dreams come true – and we are here to help you along the way.

Internal

From: Stidwill, Sean <SStidwill@osler.com>
Sent: Tuesday, November 3, 2020 7:30 PM
To: Mohamed, Hanif <Hanif.Mohamed@td.com>
Cc: Irving, Shawn <Sirving@osler.com>
Subject: RE: Juch-Tech Inc.

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
 ION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CON

Thank you, Hanif. We appreciate your assistance. If you're able to provide a copy of the Small Business Security Agreement/Assignment for our records, that would be helpful. Otherwise, I think we have sufficient information at this time to better understand the lending arrangements between Juch-Tech and TD/Canada Trust as well as the amount of the outstanding indebtedness.

Best,
 Sean

**Sean Stidwill**Associate | SStidwill@osler.com

416.862.4871 (Toronto) | 613.787.1100 (Ottawa)

Osler, Hoskin & Harcourt LLP | Osler.com

From: Mohamed, Hanif <Hanif.Mohamed@td.com>**Sent:** Tuesday, November 03, 2020 4:37 PM**To:** Stidwill, Sean <SStidwill@osler.com>**Subject:** RE: Juch-Tech Inc.

Hi Sean

Here is some documents that I received (116pages), but not sure if they will be of any help to you. Please only keep the documents that will apply to you and if the other documents could please be shredded and not shared with anyone one else due to the Privacy laws. I am still waiting on the actual signed copy of the Small Business Security agreement/Assignment. Thanks so much for your patience in this matter.

Hanif Mohamed | Account Manager, TD Business Banking |**TD Canada Trust****830 Upper James Street Hamilton, Ontario L9C 3A4****P: 905-387-9330 X300 | F: 905-387-9383 | Email: hanif.mohamed@td.com**

Thank you for putting your trust in us to help achieve your business goals! We look forward to watching your business dreams come true – and we are here to help you along the way.

Internal

From: Stidwill, Sean <SStidwill@osler.com>**Sent:** Friday, October 23, 2020 11:44 AM**To:** Mohamed, Hanif <Hanif.Mohamed@td.com>**Subject:** RE: Juch-Tech Inc.

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
AVERTISSEMENT : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CONFIANCE

Thank you, Hanif.

Best,
Sean


Sean Stidwill

 Associate | SStidwill@osler.com

416.862.4871 (Toronto) | 613.787.1100 (Ottawa)

 Osler, Hoskin & Harcourt LLP | Osler.com
From: Mohamed, Hanif <Hanif.Mohamed@td.com>

Sent: Friday, October 23, 2020 11:27 AM

To: Stidwill, Sean <SStidwill@osler.com>

Subject: RE: Juch-Tech Inc.

Hello Sean

Currently the credit limit on the Business Line of credit is \$100,000 and he his current indebtedness is operating hardcore at \$99,037.65 as of 10/23/2020 and fluctuates between \$95,000 to \$99,000.00 on a monthly basis (see below history from January 2020 to present)

ACTUAL MINIMUM MONTHLY BALANCE:			
JAN 20:	-95,089.58	JUL 20:	-99,369.27
FEB 20:	-96,516.75	AUG 20:	-98,869.53
MAR 20:	-98,904.92	SEP 20:	-98,681.33
APR 20:	-99,454.58		
MAY 20:	-98,148.60		
JUN 20:	-99,469.68		

Hanif Mohamed | Account Manager, TD Business Banking |
TD Canada Trust
830 Upper James Street Hamilton, Ontario L9C 3A4
P: 905-387-9330 X300 | F: 905-387-9383 | Email: hanif.mohamed@td.com


Thank you for putting your trust in us to help achieve your business goals! We look forward to watching your business dreams come true – and we are here to help you along the way.

Internal

From: Stidwill, Sean <SStidwill@osler.com>

Sent: Friday, October 23, 2020 11:18 AM

To: Mohamed, Hanif <Hanif.Mohamed@td.com>

Cc: Grifi, Noora <Noora.Grifi@td.com>; Sauchuk, Janice <Janice.Sauchuk@td.com>; Deganis, Angela <Angela.Deganis@td.com>; Irving, Shawn <SIrving@osler.com>

Subject: RE: Juch-Tech Inc.

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
TION : COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS CON

Hi Hanif,

Thank you for the response. We will await receipt of the information. If you happen to learn of the amount of the indebtedness prior to receiving the documents, we would be grateful to receive that information first with documents to follow.

Best,
Sean

OSLER

Sean Stidwill

Associate | SStidwill@osler.com
416.862.4871 (Toronto) | 613.787.1100 (Ottawa)
Osler, Hoskin & Harcourt LLP | Osler.com

From: Mohamed, Hanif <Hanif.Mohamed@td.com>

Sent: Friday, October 23, 2020 11:13 AM

To: Stidwill, Sean <SStidwill@osler.com>

Cc: Grifi, Noora <Noora.Grifi@td.com>; Sauchuk, Janice <Janice.Sauchuk@td.com>; Deganis, Angela <Angela.Deganis@td.com>

Subject: Juch-Tech Inc.

Good Morning Sean

Please be advised I have received approval from our TD Legal department to provide you with the information you required below:

- a statement in writing of the amount of the indebtedness and the terms of payment thereof as of this date
- a true copy of the security agreement(s).

I have reached out to our Administration department and have ordered copies of the Security agreements as well as the PPSA registration and will also provide the amount of Indebtedness. Please note that this is not a term loan but a Business Line of credit attached to the account as an overdraft which is currently operating hard core. Once I have the documents and the information, I will forward them to yourself.

Hanif Mohamed | Account Manager, TD Business Banking |

TD Canada Trust

830 Upper James Street Hamilton, Ontario L9C 3A4

P: 905-387-9330 X300 | F: 905-387-9383 | Email: hanif.mohamed@td.com



Thank you for putting your trust in us to help achieve your business goals! We look forward to watching your business dreams come true – and we are here to help you along the way.

Internal

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This is Exhibit "P" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020



.....
A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)



Government
of Canada

Gouvernement
du Canada

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→ [Search for a Federal Corporation](#)

Federal Corporation Information - 333512-7

[Order copies of corporate documents](#)

i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

333512-7

Business Number (BN)

887959799RC0001

Corporate Name

THE HAMILTON TELEPORT LTD.

Status

Active

Governing Legislation

Canada Business Corporations Act - 1997-01-06

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[PDF Readers](#)

Registered Office Address

335 GREENCEDAR DR
HAMILTON ON L9C 7K5
Canada

i Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 5

W. JUCHNIEWICZ
335 GREENCEDAR DR
HAMILTON ON L9C 7K5
Canada

Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

01-06

Date of Last Annual Meeting

2019-12-15

Annual Filing Period (MM-DD)

01-06 to 03-07

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2020 - Filed

2019 - Filed

2018 - Filed

Corporate History

Corporate Name History

1997-01-06 to Present

THE HAMILTON TELEPORT LTD.

Certificates and Filings

Certificate of Incorporation

1997-01-06

[Order copies of corporate documents](#)[Start New Search](#)[Return to Search Results](#)**Date Modified:**

2020-11-29

This is Exhibit "Q" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020


.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)



BY E-MAIL: wireless@ic.gc.ca

April 16, 2009

Mr. Leonard St.-Aubin
Director General
Telecommunications Policy Branch
Industry Canada
16th Floor
300 Slater Street
Ottawa, Ontario
K1A 0C8

Dear Mr. St.-Aubin:

Re: Consultation Paper on the Possible Use of the Extended-Ku Spectrum Bands for Direct-to-Home (DTH) Satellite Broadcasting Services, DGTP-003-08

Juch-Tech Inc. (Juch-Tech) is pleased to submit the following comments in response to the Consultation Paper.

Juch-Tech is a Canadian-owned and controlled company based in Hamilton, Ontario. It provides specialized satellite carrier services, including disaster restoral and new media services. Juch-Tech has domestic and international customers and numerous global business partners.

Juch-Tech is the owner and operator of the Hamilton Teleport, a carrier-neutral, independent cooperative of satellite antennae that receive and transmit signals from and to satellites licensed by Canada and other administrations. The teleport is a North American Gateway that is connected to the Multi Home Tier 1 Fibrewired Network, and a wireless point of presence. It currently serves the international broadband or rich media needs for business, radio and television broadcasters, telecommunication carriers and Internet service providers in locations with limited terrestrial connectivity.

Juch-Tech Inc. has direct experience with the use of extended Ku-band for satellite services. Juch-Tech conducted a joint research and development project with Hughes Global Services and PanAmSat (now Intelsat), owner of one of the world's largest satellite fleets, on extended Ku-band. This project demonstrated the benefits that would result from providing additional bandwidth in the extended Ku-band for payloads serving North America.

Extended-Ku band has created substantial increases in the transmitting capacity of satellites operating over Europe, Africa, Middle East and South America for services such as DTH, Internet over satellite, and DVB - MPEG 2, 3 and 4. The changes contemplated by the Consultation Paper provide an important opportunity for Canada to receive the same benefits of this band.



Star Choice is engaged in a very competitive broadcasting distribution market. Juch-Tech believes that Star Choice is at a competitive disadvantage to its DTH competitor in Canada – Bell TV – as well as to its cable competitors. Star Choice's competitors have access to more capacity than does Star Choice, and capacity is critical as broadcasting distribution undertakings add additional services to their line-ups – both in response to consumer demand and in response to CRTC requirements – and as they add the high-definition services that currently drive consumer demand.

Juch-Tech believes that Star Choice has no opportunities to secure additional conventional Ku-band capacity at the orbital slots occupied by Anik F1R and Anik F2, the satellites employed by Star Choice, or within that portion of the satellite arc. Additional conventional Ku-band capacity outside of that arc is not useful to Star Choice since subscribers would require a second satellite dish to see satellites outside of that arc. My experience with satellite earth stations tells me this would not be tolerated by consumers.

If extended Ku-band capacity was available for Star Choice's use for DTH services within the orbital arc, this would give Star Choice access to substantial additional capacity without the need to make any substantial changes to the equipment used by their customers. While no changes of any kind would be required if the dishes of the customers used universal LNBs, Juch-Tech understands that the particular LNBs on Star Choice dishes will have to be replaced. Fortunately, however, since extended Ku-band is used in many countries outside of North America for DTH, LNBs that will accommodate extended Ku-band in addition to conventional Ku-band are widely available at moderate cost.

As an expert in satellite technology, Juch-Tech is not aware of any other frequency band that might be used by Star Choice to obtain additional capacity and to remain competitive. C-band is available but it uses large unsightly dishes that consumers will no longer tolerate. Ka-band is not well-suited to national distribution of video signals and it is best employed, as it currently is in Canada, for broadband Internet services. All Canadian BSS capacity is controlled by Star Choice's main competitor – Bell TV – and is not available to Star Choice. Even if Star Choice could use foreign BSS capacity (which current Industry Canada policy prevents it from doing for Canadian signals), all of that capacity has been secured by DirecTv and EchoStar. There is a new frequency band that is being considered for DTH: RDBS. However, RDBS has not been deployed anywhere in the world, and securing a RDBS satellite and customer equipment will take many years longer than it would take for Telesat to procure and launch an extended Ku-band satellite. Juch-Tech believes that an extended Ku-band satellite could be providing service to Star Choice less than three years after Industry Canada confirms that the extended Ku-band can be used for DTH. Juch-Tech believes that Star Choice cannot wait longer than three years to solve its capacity problems.

Allowing almost exclusive use of the extended Ku-band for terrestrial microwave is an inefficient use of scarce spectrum resources since a terrestrial transmitter is likely to disrupt reception of satellite signals on the small dishes used for DTH. There are numerous microwave alternatives available to terrestrial users, and most terrestrial users are migrating to fibre facilities in any event for backhaul. Juch-Tech believes that terrestrial users should be required to vacate the extended Ku-band before the satellite that will provide extended Ku-band service to Star Choice commences operation.




Juch-Tech accordingly recommends that the Department determine that DTH and other fixed satellite services will have priority use of the extended Ku-band (i.e., the 10.95-11.2 GHz and 11.45-11.7 GHz portions of the 10.7-11.7 GHz band). Juch-Tech submits that the Department should not restrict the use of extended Ku-band to only DTH but that all fixed satellite services should be permitted in the band. This would allow other satellite services – such as the SRDU and uplink services that Shaw Broadcast Services provides using the Star Choice DTH platform, and Internet access services that a company such as Juch-Tech may wish to supply in the far North – to also make use of the extended Ku-band. In short, the domestic allocation in the extended Ku-band should be reserved for FSS without further limitation.

We appreciate the opportunity to comment on this important issue of considerable concern to many of us in the satellite industry.

Yours truly,

Walt Juchniewicz
President and CEO
juchniewicz@juch-tech.com

This is Exhibit "R" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020



.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)



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Language version: English Select the country...

Juch-Tech Inc.

This is worth as Amazon

the rest of the world in one word: it's worth as much

The Motley Fool Canada



Juch-Tech Inc.

Address: 50 Green Mountain Road. West Hamilton, Ontario L8J 2V5, Canada

Phone(s): (905) 573-9449

Website: <http://juch-tech.com/> (<http://juch-tech.com/>)

Registered in the following countries: [Canada \(/en/offers/CANADA\)](#)



Juch-Tech Inc. is a carrier-neutral, independent co-operative of satellite dishes that receive and transmit signals from and to international earth stations.

Juch-Tech operates at The Hamilton Teleport, a North American Gateway that is connected to a net-neutral multi-carrier Internet Access point, and a wireless point of presence. It currently serves the International broadband or rich media needs for business, radio and television broadcasters telecommunication carriers and Internet service providers in emerging market locations in Africa, Middle East, and the Americas.

Juch-Tech provides leading-edge data centre facilities from its location in Hamilton, Canada. With 24/7 secure monitoring, UPS protection and back-up diesel generators, your company is guaranteed to be protected, and operations uninterrupted from any disaster.

Our main transmission facility is the perfect location to gain access to markets in Africa, South and Central America, Europe, Middle East. And Northern Canada.

[Check all available options \(/en/add-enquiry\)](#)

Packages

Currency: USD

Name ▲	Download ⇅	Upload ⇅	Type ⇅	Price ⇅	Payments ⇅	FAP ⇅
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4286)	2 Mbit/s	512 kbit/s	Satellite & VSAT	\$1 760	monthly	5:1
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4282)	2 Mbit/s	512 kbit/s	Satellite & VSAT	\$880	monthly	10:1
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4278)	2 Mbit/s	512 kbit/s	Satellite & VSAT	\$440	monthly	20:1
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4290)	2 Mbit/s	512 kbit/s	Satellite & VSAT	\$4 400	monthly	2:1

Name ▲	Download ⇅	Upload ⇅	Type ⇅	Price ⇅	Payments ⇅	FAP ⇅
C-Band Packages (/en/o/C-Band-Packages,o-4391)	2 Mbit/s	512 kbit/s	Satellite & VSAT	\$1 910	monthly	5:1
C-Band Packages (/en/o/C-Band-Packages,o-4387)	2 Mbit/s	512 kbit/s	Satellite & VSAT	\$960	monthly	10:1
C-Band Packages (/en/o/C-Band-Packages,o-4294)	2 Mbit/s	512 kbit/s	Satellite & VSAT	\$480	monthly	20:1
C-Band Packages (/en/o/C-Band-Packages,o-4395)	2 Mbit/s	512 kbit/s	Satellite & VSAT	\$4 800	monthly	2:1
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4289)	1.5 Mbit/s	384 kbit/s	Satellite & VSAT	\$3 315	monthly	2:1
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4285)	1.5 Mbit/s	384 kbit/s	Satellite & VSAT	\$1 350	monthly	5:1
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4281)	1.5 Mbit/s	384 kbit/s	Satellite & VSAT	\$665	monthly	10:1
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4277)	1.5 Mbit/s	384 kbit/s	Satellite & VSAT	\$335	monthly	20:1
C-Band Packages (/en/o/C-Band-Packages,o-4394)	1.5 Mbit/s	384 kbit/s	Satellite & VSAT	\$3 600	monthly	2:1
C-Band Packages (/en/o/C-Band-Packages,o-4390)	1.5 Mbit/s	384 kbit/s	Satellite & VSAT	\$1 430	monthly	5:1
C-Band Packages (/en/o/C-Band-Packages,o-4386)	1.5 Mbit/s	384 kbit/s	Satellite & VSAT	\$715	monthly	10:1
C-Band Packages (/en/o/C-Band-Packages,o-4293)	1.5 Mbit/s	384 kbit/s	Satellite & VSAT	\$360	monthly	20:1
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4284)	1.02 Mbit/s	256 kbit/s	Satellite & VSAT	\$885	monthly	5:1
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4288)	1 Mbit/s	256 kbit/s	Satellite & VSAT	\$2 215	monthly	2:1
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4280)	1 Mbit/s	256 kbit/s	Satellite & VSAT	\$445	monthly	10:1
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4276)	1 Mbit/s	256 kbit/s	Satellite & VSAT	\$220	monthly	20:1
C-Band Packages (/en/o/C-Band-Packages,o-4393)	1 Mbit/s	256 kbit/s	Satellite & VSAT	\$2 400	monthly	2:1
C-Band Packages (/en/o/C-Band-Packages,o-4389)	1 Mbit/s	256 kbit/s	Satellite & VSAT	\$958	monthly	5:1
C-Band Packages (/en/o/C-Band-Packages,o-4385)	1 Mbit/s	256 kbit/s	Satellite & VSAT	\$479	monthly	10:1
C-Band Packages (/en/o/C-Band-Packages,o-4292)	1 Mbit/s	256 kbit/s	Satellite & VSAT	\$240	monthly	20:1
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4275)	512 kbit/s	128 kbit/s	Satellite & VSAT	\$110	monthly	20:1
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4287)	512 kbit/s	128 kbit/s	Satellite & VSAT	\$1 099	monthly	2:1
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4283)	512 kbit/s	128 kbit/s	Satellite & VSAT	\$445	monthly	5:1
Ku-Band Packages Residential, Small Business, Large Business, Enterprise Business (/en/o/Ku-Band-Packages-Residential,o-4279)	512 kbit/s	128 kbit/s	Satellite & VSAT	\$220	monthly	10:1
C-Band Packages (/en/o/C-Band-Packages,o-4291)	512 kbit/s	128 kbit/s	Satellite & VSAT	\$120	monthly	20:1

Name ▲	Download ⇅	Upload ⇅	Type ⇅	Price ⇅	Payments ⇅	FAP ⇅
C-Band Packages (/en/o/C-Band-Packages,o-4392)	512 kbit/s	128 kbit/s	Satellite & VSAT	\$1 200	monthly	2:1
C-Band Packages (/en/o/C-Band-Packages,o-4388)	512 kbit/s	128 kbit/s	Satellite & VSAT	\$479	monthly	5:1
C-Band Packages (/en/o/C-Band-Packages,o-4384)	512 kbit/s	128 kbit/s	Satellite & VSAT	\$240	monthly	10:1

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This is Exhibit "S" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020


.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1st day of January, 2009

BETWEEN:

**The Hamilton Teleport Ltd. of 335 Greencedar Drive, Hamilton,
ON L9C 7K5
Telephone: 905-575-3236 Fax: 905-573-0055
(the "Landlord")**

OF THE FIRST PART

- AND -

**Juch-Tech Inc. of 50 Green Mountain Road West, Stoney Creek,
ON L8J 2V5
Telephone: 905-573-6556 Fax: 905-573-0055
(the "Tenant")**

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Basic Terms

1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:
 - a. Landlord: The Hamilton Teleport Ltd.
 - b. Address of The Hamilton Teleport Ltd.: 335 Greencedar Drive, Hamilton, ON L9C 7K5
 - c. Tenant: Juch-Tech Inc.
 - d. Address of Juch-Tech Inc.: 50 Green Mountain Road West, Stoney Creek, ON L8J 2V5
 - e. Term of Lease: Yearly periodic tenancy
 - f. Commencement Date of Lease: January 1, 2009

- g. Base Rent: \$45,000.00, payable per month
- h. Permitted Use of Premises: Provision of satellite telecommunication services, service hubs and internet web hosting services and other suitable similar services .
- i. Advance rent: None
- j. Security/Damage Deposit: None

Definitions

2. When used in this Lease, the following expressions will have the meanings indicated:
- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities, including provision of electrical power supply, from time to time located at 50 Green Mountain Road West, Stoney Creek, ON L8J 2V5, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord

and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the commercial premises at 50 Green Mountain Road West, Stoney Creek, ON L8J 2V5, and all telecommunication related licences held and maintained by The Hamilton Teleport.

Intent of Lease

- 3. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

- 4. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of: Provision of satellite telecommunication services, service hubs and internet web hosting services and other similar suitable services. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.
- 5. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Provision of satellite telecommunication services, service hubs and internet web

hosting services and other similar suitable services without the express written approval of the Tenant.

6. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the prior written permission of the Landlord. Upon thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.
7. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.
8. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
9. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.
10. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made expeditiously as is reasonably possible.
11. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.

Term

12. The term of the Lease is 5 years with an option to renew for an additional 5 years, commencing at 12:00 noon on January 1, 2009.
13. Upon 30 days notice, the Landlord may terminate the tenancy under this Lease without cause or reason.
14. Upon 30 days notice, the Tenant may terminate the tenancy under this Lease without cause or reason.

Rent

15. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$45,000.00, payable per month, for the Premises, which includes a monthly charge of \$__0.00__ for the Parking (collectively the "Base Rent").
16. The Tenant will pay the Base Rent on or before the first of each and every month of the term of this Lease to the Landlord at 335 Greencedar Drive, Hamilton, ON L9C 7K5, or at such other place as the Landlord may later designate.
17. In the event that this Lease commences, expires or is terminated before the end of the period for which any item of Additional Rent or Base Rent would otherwise be payable or other than at the commencement or end of a calendar month, such amounts payable by the Tenant will be apportioned and adjusted pro rata on the basis of a thirty (30) day month in order to calculate the amount payable for such irregular period.
18. For any rent review negotiation, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Use and Occupation

19. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Juch-Tech Inc. and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of

its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Quiet Enjoyment

21. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Default

22. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 30 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 30 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately re-enter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
23. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 30 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 30 days to rectify, unless the Tenant will commence rectification within the said 30 day notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 30 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately re-enter the Premises or

any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

24. If and whenever:

- a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or
- b. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed under any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business; or

then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

Bankruptcy or Insolvency of Tenant

25. If during the Term of this Lease the Tenant shall make an assignment for the benefit of creditors, or assign in bankruptcy or take the advantage in respect of its own affairs of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors, or if a receiving order is made against the Tenant or if the Tenant is adjudged bankrupt or insolvent, or if a liquidator or receiver of any property of the Tenant is appointed by reason of

any actual or alleged insolvency or any default of the Tenant under any mortgage or other obligation, or if the interest of the Tenant in the Lands or Buildings shall become liable to be taken or sold under any writ of execution or other like process which shall remain undischarged for thirty (30) days, then the occurrence of any such contingency shall be deemed to be a breach of this Lease, and at the option of the Landlord this Lease may be terminated and shall expire as fully and completely as if the date of the happening of such default were the date herein fixed for the expiration of the Term of this Lease, and the Tenant shall quit and surrender the Lands and the Buildings to the Landlord but shall notwithstanding remain liable for loss or damage suffered by the Landlord.

26. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

Distress

27. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.
28. Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.
29. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs at all reasonable times.
30. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the

usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

Tenant Improvements

31. The Tenant will obtain permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

Utilities and Other Costs

32. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, Internet and cable.

Signs

33. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

Insurance

34. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance

coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

35. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
36. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
37. The Tenant will provide proof of such insurance to the Landlord upon request.

Tenant's Insurance

38. The Tenant will, during the whole of the term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the Province of Ontario:
 - a. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; and will be for the amount of not less than \$500,000.00 combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.
 - b. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises against breakage and damage from any cause, all in an amount equal to the full replacement value of such items, which amount in the event of a dispute will be determined by the decision of the Landlord. In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such damage or breakage.
 - c. Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.

39. The Tenant's policies of insurance hereinbefore referred to will contain the following:
- a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
 - b. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days written notice stating when such cancellation will be effective.
40. The Tenant will further during the whole of the term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time. Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.
41. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part of the Building to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.
42. The Tenant will not at any time during the term of this Lease use, exercise, carry on or permit or suffer to be used, exercised, carried on, in or upon the Premises or any part of the Premises, any noxious, noisome or offensive act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part Premises, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.

Landlord's Insurance

43. The Landlord will take out or cause to be taken out and keep or cause to be kept in full force and effect during the whole of the term:
- a. extended fire and extended coverage insurance on the Building, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situate, including, should the Landlord so elect, insurance to cover any loss of rental income which may be sustained by the Landlord;
 - b. comprehensive general liability insurance against claims for bodily injury, including death and property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing in this clause will prevent the Landlord from providing or maintaining such lesser, additional or broader coverage as the Landlord may elect in its discretion.
44. The Landlord agrees to request its insurers, upon written request of the Tenant, to have all insurance taken out and maintained by the Landlord provide for waiver of the Landlord's insurers' rights of subrogation as against the Tenant when and to the extent permitted from time to time by its insurers.

Abandonment

45. If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the

Landlord will deem proper and is relieved of all liability for doing so.

Subordination and Attornment

46. This Lease and the Tenant's rights under this Lease will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or afterwards in force against the Lands or Building or any part of the Lands or Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.
47. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.
48. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

Registration of Caveat

49. The Tenant will not register this Lease, provided, however, that:
 - a. The Tenant may file a caveat respecting this Lease but will not be entitled to attach this Lease, and, in any event, will not file such caveat prior to the commencement date of the term. The caveat will not state the Base Rent or any other financial provisions contained in this Lease.
 - b. If the Landlord's permanent financing has not been fully advanced, the Tenant covenants and agrees not to file a caveat until such time as the Landlord's permanent financing has been fully advanced.

Estoppel Certificate and Acknowledgement

50. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part of the Building, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account for this Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

Sale by Landlord

51. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security.

Tenant's Indemnity

52. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any builders' or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building.
53. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.

54. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
55. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

Liens

56. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, such cost including the Landlord's legal costs.

Governing Law

57. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

58. If there is a conflict between any provision of this Lease and the applicable legislation of the Province of Ontario (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
59. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the

lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

Amendment of Lease

60. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

61. Without the prior, express, and written consent of the Landlord, the Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. A consent by Landlord to one assignment, subletting, concession, or license will not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, will be void and will, at Landlord's option, terminate this Lease.

Damage to Premises

62. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

Force Majeure

63. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other

party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

Eminent Domain and Expropriation

64. If during the term of this Lease, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the term of this Lease, but the Parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

Condemnation

65. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent instalments to be paid by the Tenant under this Lease will be terminated.

Tenant's Repairs and Alterations

66. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.
67. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus fifteen percent (15%) of such cost for overhead and supervision.
68. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, plate glass and skylights located within the Premises. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.
69. The Tenant will not make or have others make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior

lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's approval thereto, such approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.

70. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's approval thereto. Locks may not be added or changed without the prior agreement of both the Landlord and the Tenant.
71. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
72. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.
73. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

Landlord's Repairs

74. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord's overhead and supervision.

Maintenance

75. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

76. In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
77. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.
78. Major maintenance and repair of the Premises involving anticipated or actual costs in excess of \$1,000.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.
79. Where the Premises has its own sidewalk, entrance, driveway or parking space which is for the exclusive use of the Tenant and its guests, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.
80. Where the Premises has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs in or about the Premises.

Care and Use of Premises

81. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
82. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
83. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
84. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.

85. The Tenant will not engage in any illegal trade or activity on or about the Premises.
86. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
87. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

Surrender of Premises

88. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other righter remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises

and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the term of this Lease.

Hazardous Materials

89. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company unless properly kept and stored.

Rules and Regulations

90. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Address for Notice

91. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
- a. the address for service of the Tenant is the Premises during this tenancy, and 50 Green Mountain Road West, Stoney Creek, ON L8J 2V5 after this tenancy is terminated. The phone number of the Tenant is 905-573-6556, and the fax number of the Tenant is 905-573-0055; and
 - b. the address for service of the Landlord is 335 Greencedar Drive, Hamilton, ON L9C 7K5, both during this tenancy and after it is terminated.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

No Waiver

92. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without

limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

Landlord's Performance

93. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

Remedies Cumulative

94. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Landlord May Perform

95. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise

permissible under this Lease in the case of any default.

General Provisions

96. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
97. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.
98. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
99. All schedules to this Lease are incorporated into and form an integral part of this Lease.
100. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
101. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
102. Time is of the essence in this Lease.
103. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 1st day of January, 2009.

Warren Hagan
(Witness) WARREN HAGAN

Chester Szkarlat
(Witness) CHESTER SZKARLAT

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The Hamilton Teleport Ltd. (Landlord)

Per: [Signature] (SEAL)

Juch-Tech Inc. (Tenant)

Per: [Signature] (SEAL)

This is Exhibit "T" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020


.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)

SECURITY AGREEMENT

THIS AGREEMENT made this 13th day of May, 2011

BETWEEN:

JUCH-TECH INC., a Company incorporated under the laws of Canada, having its registered office at 335 Greenwood Drive, Hamilton, Ontario

Hereinafter called the "Debtor" OF THE FIRST PART

- and -

THE HAMILTON TELEPORT LTD., a Company incorporated under the laws of Canada

Hereinafter called the "Lender" OF THE SECOND PART

1. Grant of Security Interest

As a general and continuing security for the payment of all obligations, indebtedness and liabilities of the Debtor to the Lender whether incurred prior to, at the time of, or subsequent to the execution hereof, including extensions or renewals, and all other liabilities of the Debtor to the Lender direct or indirect, whosoever and howsoever incurred and any ultimate unpaid balance thereof, without restricting the generality of the foregoing, advances to the Debtor under fixed or revolving credits established from time to time, letter of credit whether or not drawn upon, issued by the Lender with respect to the Debtor, and the obligation and liability of the Debtor under any contract of guarantee now or hereafter in existence whereby the Debtor guarantees payment of the debts, liabilities and obligations of a third party to the Lender; (all of the foregoing being herein called, and included in, the "Obligations"), the Debtor hereby grants to the Lender a continuing security interest in the undertaking of the Debtor and in all Goods, Chattel Paper, Documents of Title, Instruments, Intangibles, Securities and any other personal property or rights now or hereafter owned or acquired by the Debtor (all of the foregoing being herein called, and included in, the "Collateral").

2. **Representations and Warranties of Debtor**

The Debtor hereby warrants and agrees with the Lender as follows:

- (a) The Debtor will not, during the currency of this Agreement, give any further or other security agreement covering the Collateral to any party other than the Lender and no financing statement (other than any which may be filed on behalf of the Lender) covering any of the Collateral is, now or will be on file in any public office while this Security Agreement remains outstanding, save that the Debtor may create a purchase money security interest in collateral hereafter acquired but only if such interest is perfected and notification thereof given to the Lender pursuant to the provisions of the governing statutes in that behalf.
- (b) That except for the security interest granted hereby, the Debtor is, or, as to Collateral acquired after the date hereof (save a purchase money security interest as above described) will be the owner of the Collateral, free from any adverse lien, security interest or encumbrance, and agrees that it will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.
- (c) The Debtor's principal place of business and the location of the office where it keeps its records respecting the accounts receivable, is that given at the beginning of this Agreement and all other places of business of the Debtor are listed on Schedule "A" hereto. If the Debtor changes its principal place of business, or the location of the inventory or equipment, or the location of the office where it keeps its records respecting the accounts receivable, or acquires other places of business, it will promptly notify the Lender.
- (d) The Debtor shall from time to time forthwith on request furnish to the Lender in writing all information requested relating to the Collateral and the Lender shall be entitled from time to time to inspect the aforesaid collateral and to take temporary custody of and make copies of all documents relating to the accounts receivable and for such purposes the Lender shall have access to all premises occupied by the Debtor or where the Collateral or any of it may be found.

Page 3

- (e) The Debtor shall from time to time forthwith on the Lender's request do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Lender of or with respect to the Collateral or any part thereof or as may be required to give effect to these presents, and the Debtor hereby constitutes and appoints the Manager or acting Manager for the time being of the above-mentioned office of the Lender, or any receiver appointed by the Court or Lender as hereafter set out, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
- (f) The Debtor shall keep the inventory and equipment insured against loss by fire and such other risks as the Lender may reasonably require for their full insurable value and will pay all premiums in connection with such insurance. All policies of insurance and the proceeds thereof will be held in trust by the Debtor for the benefit of the Lender under the provisions of this Agreement. If the Debtor neglects to provide such insurance, the Lender may obtain the same and charge the premiums therefor to the Debtor, together with interest at the rate currently charged to the Debtor under its obligations to the Lender at the date of payment of the premium by the Lender.

3. Default

At the option of the Lender, the security hereby granted shall become enforceable upon the happening of any of the following events:

- (a) if the Debtor fails to pay or perform when due any of the Obligations;
- (b) if the Debtor fails to perform any provisions of this Agreement or of any other agreement to which the Debtor and the Lender are parties;
- (c) if any of the representations and warranties in this Agreement was incorrect when made or deemed to have been made;
- (d) if the Debtor ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, makes an assignment or bulk sale of its assets, or proposes a compromise or arrangement to its creditors;
- (e) if any proceeding is taken with respect to a compromise or arrangement, or to have the Debtor declared bankrupt or wound up, or to have a receiver appointed of any part of the Collateral or if any encumbrancer takes possession of any part thereof;

- (f) if any execution, sequestration or other process of any court becomes enforceable against the Debtor or if any distress or analogous process is levied upon the Collateral or any part thereof;
- (g) if the Lender in good faith believes that the prospect of payment or performance of any of the Obligations is impaired;

and in such event:

- (a) The Lender may, in addition to any other rights, appoint by instrument in writing a receiver of all or any part of the collateral and remove or replace such receiver from time to time or may institute proceedings in any Court of competent jurisdiction for the appointment of such a receiver. Where the Lender is hereafter in this paragraph referred to the terms shall, where the context permits, include any Receiver so appointed and the officers, employees, servants or agents of such Receiver.
- (b) The Debtor will forthwith upon demand assemble and deliver to the Lender possession of all the Collateral at such place as may be specified by the Lender. In any event, at its option the Lender may take such steps as it considers necessary or desirable to obtain possession of all or any part of the Collateral, and to that end the Debtor agrees that the Lender may by its servants, agents or Receiver at any time during the day or night, enter upon lands and premises, and if necessary break into houses, buildings and enclosures, wheresoever and whatsoever where the Collateral may be found for the purpose of taking possession of and removing the Collateral or any part thereof
- (c) The Lender may seize, collect, realize, borrow money on the security of, release to third parties or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the Debtor (except as otherwise required by any applicable law), and may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services, and receivers and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of or selling or obtaining payment of the Collateral and may add the amount of such sums to the indebtedness of the Debtor.
- (d) At its option, to be notified to the Debtor in the manner provided by the governing statute, the Lender may elect to retain all or any part of the Collateral in satisfaction of the obligations to it of the Debtor.

- (e) The Lender shall not be liable or accountable for any failure to seize, collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payment of the same or for the purpose of preserving any rights of the Lender, the Debtor or any other person, firm or corporation in respect of same.
- (f) The Lender may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Lender may see fit without prejudice to the liability of the Debtor or the Lender's right to hold and realize the collateral.
- (g) All monies collected or received by the Lender in respect of the Collateral may be applied on account of such parts of the indebtedness and liability of the Debtor as to the Lender seems best or may be held unappropriated in a collateral account or in the discretion of the Lender may be released to the Debtor, all without prejudice to the Lender's claims upon the Debtor.
- (h) In the event of the Lender taking possession of the said Collateral, or any part thereof in accordance with the provisions of this Agreement, the Lender shall have the right to maintain the same upon the premises on which the Collateral may then be situate, and for the purpose of such maintaining shall be entitled to the free use and enjoyment of all necessary buildings, premises, housing, shelter and accommodation for the proper maintaining, housing and protection of the said Collateral, and for its servant or servants, assistant or assistants, and the Debtor covenants and agrees to provide the same without cost or expense to the Lender until such time as the Lender shall determine in its discretion to remove, sell or otherwise dispose of the said Collateral so taken possession of by it as aforesaid.
- (i) To facilitate the realization of the Collateral the Lender may carry on or concur in the carrying on of all or any part of the business of the Debtor and may to the exclusion of all others, including the Debtor, enter upon, occupy and use all or any of the premises, buildings, plant and undertaking of or occupied or used by the Debtor and use all or any of the tools, machinery and equipment of the Debtor for such time as the Lender sees fit, free of charge, to manufacture or complete the manufacture of any inventory and to pack and ship the finished product, and the Lender shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions.

- (j) The Lender may, if it deems it necessary for the proper realization of all or any part of the Collateral, pay any encumbrance, lien, claim or charge that may exist or be threatened against the same and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the obligations of the Debtor to the Lender as hereby secured, and shall bear interest at the rate currently charged to the Debtor under its obligations to the Lender at the date of payment thereof by the Lender.
- (k) If after all the expenses of the Lender in connection with the preservation and realization of the Collateral as above described shall have been satisfied and all obligations, including contingent obligations, of the Debtor to the Lender shall have been satisfied and paid in full together with interest, any balance of monies in the hands of the Lender arising out of the realization of the Collateral, shall be paid to any person other than the Debtor whom the Lender knows to be the owner of the Collateral, and in the absence of such knowledge, such balance shall be paid to the Debtor.

4. **Dealing with Collateral by the Debtor:**

- (a) The Debtor in the ordinary course of its business may lease or sell items of inventory, so that the purchaser thereof takes title clear of the security interest hereby created, but if such sale or lease results in an account receivable, such account receivable is subject to the security interest hereby created.
- (b) In the event that the Debtor shall collect or receive any of the accounts receivable or shall dispose of and be paid for any of the other Collateral covered by this agreement, all non-cash proceeds of such disposition shall be subject to the security interest hereby created and all monies so collected or received by the Debtor shall be received as Trustee for the Lender and shall be held separate and apart from other monies of the Debtor, and shall forthwith be paid over to the Lender.

5. This Agreement is in addition to and not in substitution for any other agreement between the parties creating a security interest in all or part of the Collateral, and whether heretofore or hereafter made, and the terms of such other agreement or agreements shall be deemed to be continued unless expressly provided to the contrary in writing and signed by the parties.
6. Any notice required to be given to the Debtor or the Lender may be sent by prepaid registered mail addressed to the appropriate party at the address above shown, or such further or other address as such party may notify to the other in writing from time to time, and if so sent, the notice shall be deemed to have been given on the fifth day following the day when it is deposited in the post office.


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7. Any failure of the Lender to exercise any right set out in this Agreement in any particular instance shall not constitute a waiver thereof in any other instance.
8. All rights of the Lender hereunder shall be assignable and in any action brought by an assignee to enforce such rights, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or may hereafter have against the Lender.
9. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario. Reference to the governing statute shall be to the Personal Property Security Act of Ontario, as amended from time to time.
10. This Agreement and everything herein contained shall extend to and bind and may be taken advantage of by the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every of the parties hereto, and where there is more than one Debtor or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and where there is more than one Debtor all covenants shall be deemed to be joint and several.

IN WITNESS WHEREOF THE DEBTOR has herunto set its corporate seal duly attested by the hand of its proper officer as of the day and year first above written.

JUCH-TECH INC.

Per:



Włodzisław Juchniewicz, President & Director
I have authority to bind the Corporation.

SCHEDULE "A"

Other Place(s) of Business of Debtor

50 Green Mountain Road West
Stoney Creek, Ontario
L8J 2V5

This is Exhibit "U" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020


.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)

LAND
REGISTRY
OFFICE #62

17373-0141 (LT)

PREPARED FOR Lstorm01
ON 2020/12/02 AT 18:36:48

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 4, CON 5 SALTFLEET , AS IN VM134950 (1STLY) ; STONEY CREEK; CITY OF HAMILTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1996/07/22

OWNERS' NAMES

THE HAMILTON TELEPORT LTD.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1996/07/22 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1996/07/22**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1996/07/19 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1996/07/22 **</p>						
BL1738	1956/01/25	BYLAW				C
<p>REMARKS: (1STLY) (AS TO PIN 17333-0663) ; RE: SUBDIVISION CONTROL</p>						
VM134950	1992/10/13	TRANSFER		*** COMPLETELY DELETED ***	CHERUBIN, LUIGI CHERUBIN, AMARILLIS CHERUBIN, MARIO CHERUBIN, BERNARDINO	
<p>REMARKS: THIS DOCUMENT WAS RE-INSTATED ON 2016/08/09 AT 14:49 BY JOHNSON, CINDY.</p>						
WE990338	2014/09/17	TRANSMISSION-LAND		*** COMPLETELY DELETED *** CHERUBIN, LUIGI	CHERUBIN, FRANCESCO	
<p>REMARKS: THIS DOCUMENT WAS RE-INSTATED ON 2016/08/09 AT 14:49 BY JOHNSON, CINDY.</p>						
WE990343	2014/09/17	TRANS PERSONAL REP		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #62

17373-0141 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE1140230	2016/08/09	LR'S ORDER		CHERUBIN, FRANCESCO LAND REGISTRAR, WETWORTH LAND REGISTRY OFFICE	CHERUBIN, FRANCESCO	C
	<i>REMARKS: OWNERS</i>					
WE1238726	2017/09/25	TRANSFER	\$60,000	CHERUBIN, AMARILLIS CHERUBIN, BERNARDINO CHERUBIN, FRANCESCO CHERUBIN, MARIO	THE HAMILTON TELEPORT LTD.	C
WE1358612	2019/06/04	CHARGE	\$500,000	THE HAMILTON TELEPORT LTD.	JUCHNIEWICZ, LINDA	C

Properties

PIN 17373 - 0141 LT *Interest/Estate* Fee Simple
Description PT LT 4, CON 5 SALTFLEET , AS IN VM134950 (1STLY) ; STONEY CREEK CITY OF HAMILTON
Address HAMILTON

Consideration

Consideration \$60,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name CHERUBIN, AMARILLIS
Address for Service 784 Ridge Road
 Stoney Creek, ON
 L8J 2Y8

I am at least 18 years of age.

The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.

This document is not authorized under Power of Attorney by this party.

Name CHERUBIN, BERNARDINO
Address for Service 1304 Ridge Road
 Stoney Creek, Ontario
 L8J 2X6

I am at least 18 years of age.

The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.

This document is not authorized under Power of Attorney by this party.

Name CHERUBIN, FRANCESCO
Address for Service 2 Guyral Place
 Stoney Creek, Ontario
 L8G 4Z4

I am at least 18 years of age.

The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.

This document is not authorized under Power of Attorney by this party.

Name CHERUBIN, MARIO
Address for Service c/o 1304 Ridge Road
 Stoney Creek, Ontario
 L8J 2X6

I am at least 18 years of age.

The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.

This document is not authorized under Power of Attorney by this party.

Transferee(s)**Capacity****Share**

Name THE HAMILTON TELEPORT LTD. Registered Owner
Address for Service 335 Greencedar Drive
 Hamilton, Ontario
 L9C 7K5

Statements

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge

Statements

and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

Ernest Bartholomew Cicchi	276 Barton Street Stoney Creek L8E 2K6	acting for Transferor(s)	Signed	2017 09 25
---------------------------	--	-----------------------------	--------	------------

Tel 905-664-6645

Fax 905-664-6952

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

Mark Robert Giavedoni	1500-1 King Street West Hamilton L8P 1A4	acting for Transferee(s)	Signed	2017 09 25
-----------------------	--	-----------------------------	--------	------------

Tel 905-523-5666

Fax 905-523-8098

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

EVANS SWEENEY BORDIN LLP	1500-1 King Street West Hamilton L8P 1A4			2017 09 25
--------------------------	--	--	--	------------

Tel 905-523-5666

Fax 905-523-8098

Fees/Taxes/Payment

Statutory Registration Fee	\$63.35
Provincial Land Transfer Tax	\$325.00
Total Paid	\$388.35

File Number

Transferor Client File Number : 11844

Transferee Client File Number : 35-6701

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 17373 - 0141 PT LT 4, CON 5 SALT FLEET , AS IN VM134950 (1STLY) ; STONEY CREEK CITY OF HAMILTON

BY: CHERUBIN, AMARILLIS
 CHERUBIN, BERNARDINO
 CHERUBIN, FRANCESCO
 CHERUBIN, MARIO

TO: THE HAMILTON TELEPORT LTD.

Registered Owner

1. WLODZIMIERZ JUCHNIEWICZ

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for THE HAMILTON TELEPORT LTD. described in paragraph(s) (c) above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$60,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$60,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$60,000.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.

PROPERTY Information Record

A. Nature of Instrument: Transfer
 LRO 62 Registration No. WE1238726 Date: 2017/09/25


B. Property(s): PIN 17373 - 0141 Address HAMILTON Assessment -
 Roll No

C. Address for Service: 335 Greencedar Drive
 Hamilton, Ontario
 L9C 7K5

D. (i) Last Conveyance(s): PIN 17373 - 0141 Registration No. WE990343
 (ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Mark Robert Giavedoni
 1500-1 King Street West
 Hamilton L8P 1A4

This is Exhibit "V" referred to in the
Affidavit of Brian Hassinger,
sworn before me over video teleconference
this 8th day of December, 2020


.....

A Commissioner for Taking Affidavits

Waleed Malik (LSO No. 678460)

Court File No.:

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

BETWEEN:

NEW SKIES SATELLITES B.V.

Applicant

- and -

JUCH-TECH INC.

Respondent

**APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3 AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, c. C.43, AS AMENDED**

CONSENT TO ACT AS RECEIVER

KSV Restructuring Inc. ("**KSV**") is a licensed trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**").

KSV hereby consents to act as receiver and manager (the "**Receiver**") of all of the assets, undertakings, and properties of the above-noted Respondent, pursuant to the provisions of subsection 243 of the *BIA* and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and the terms of the proposed Appointment Order substantially in the form filed in the above-noted proceeding.

DATED this 7th day of December, 2020.

KSV RESTRUCTURING INC., solely in its capacity as proposed receiver of the assets, undertakings and properties of Juch-Tech Inc. and not in its personal or any other capacity



Per: _____

Name: Robert Kofman

Title: President

TAB 3

Court File No.

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

THE HONOURABLE MADAM)	WEDNESDAY, THE 9 TH
)	
JUSTICE GILMORE)	DAY OF DECEMBER, 2020

NEW SKIES SATELLITES B.V.

Applicant

- and -

JUCH – TECH INC.

Respondent

APPLICATION UNDER SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, C. C.43, AS AMENDED, AND SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3 AS AMENDED

**ORDER
(appointing Receiver)**

THIS APPLICATION made by New Skies Satellites B.V. (the “**Applicant**”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing KSV Restructuring Inc. (“**KSV**”) as receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of Juch – Tech Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day via videoconference in Toronto, Ontario.

ON READING the affidavit of Brian Hassinger sworn December 8, 2020 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, counsel for the

Receiver, and no one else appearing although served as appears from the affidavit of service of ● sworn December ●, 2020 and on reading the consent of KSV to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, wheresoever located, including all proceeds thereof (the “**Property**”).

RECEIVER’S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to put in place such procedures to control the Debtor’s receipts and disbursements as the Receiver may deem advisable pending further Order of this Court;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever

basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (d) to investigate the affairs, transactions, and financial records of the Debtor;
- (e) to consult with the Applicant from time to time and to provide such information to the Applicant as may be reasonably requested;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor, provided that no distributions of or from same shall be made until further order of this Court;
- (g) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate, including but not limited to the Applicant and any financial institution(s) having business relations with the Debtor, on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (h) to examine any Person (as defined below) under oath with respect to the Property and/or the affairs of the Debtors and its representatives;
- (i) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (j) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor; and
- (k) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and, in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

4. THIS COURT ORDERS that the Receiver shall investigate and report to this Court in a timely fashion, and in no event later than January 15, 2021, upon the financial records and affairs of the Debtor, including, without limitation and to the extent possible:

- (a) identifying and reporting on the Debtor's assets and liabilities, including their location;
- (b) identifying and reporting on any transactions with non-arm's length parties and any parties reasonably believed by the Receiver to be at non-arm's length with the Debtor;
- (c) identifying and reporting on any transactions that may be challengeable under federal and provincial legislation;
- (d) reporting on such other matters as the Applicant may request and the Receiver may deem appropriate, in its reasonable discretion; and
- (e) providing this Court with one or more recommendations regarding next steps in these receivership proceedings.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) the Debtor and its affiliates and related entities, (ii) all of their respective current and former directors, officers, employees, agents, advisors, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property (including, for greater certainty, any Property located on third-party premises) or any assets located on premises belonging to or leased by the Debtor shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property or any assets located on premises belonging to or leased by the Debtor are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to

the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Debtor.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that any and all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or, to the extent applicable, in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, the *Ontario Mining Act* or the *Ontario Occupational Health and*

Safety Act and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or, to the extent applicable, in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER’S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (each, an “**Encumbrance**”), but except for any Encumbrance in favour of a secured creditor who would be materially affected by this Order and who was not given notice of this application, and subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow, from the Applicant or otherwise, by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all Encumbrances in favour of any Person, but subordinate in priority to (i) any Encumbrance in favour of a secured creditor who would be materially affected by this Order and who was not given notice of this application, (ii) the Receiver’s Charge, and (iii) the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. THIS COURT ORDERS that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates

evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.ksvadvisory.com/insolvency-cases/case/juch-tech>.

25. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile or other electronic transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile or other electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

26. THIS COURT ORDERS that the Applicant, Receiver, and their respective counsel are at liberty to serve or distribute this Order and any other materials and Orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of

clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

27. THIS COURT ORDERS that the Receiver's obligation to send notices to any creditors of the Debtor pursuant to Section 245(1)(b) of the BIA within ten days of this Order is hereby suspended pending further Order of this Court. For greater certainty, this Order shall not affect the Receiver's obligations set out in Section 245(1) as they relate to the Superintendent (as defined in the BIA).

GENERAL

28. THIS COURT ORDERS that this Order is effective from the date that it is made and is enforceable without any need for entry or filing.

29. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

30. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

31. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

32. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. THIS COURT ORDERS that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

34. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order at a motion to be heard on January 22, 2021, or such other date as may be set by this Court upon the granting of this Order, on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE “A”
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver (the “**Receiver**”) of the assets, undertakings and properties Juch – Tech Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the ___ day of _____, 20__ (the “**Order**”) made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$_____, being part of the total principal sum of \$500,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal or corporate liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

KSV Restructuring Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

TAB 4

Revised: January 21, 2014
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No.

ONTARIO
 SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONOURABLE ~~—~~MADAM) ~~WEEKDAY~~WEDNESDAY, THE #9TH
 JUSTICE ~~—~~GILMORE) DAY OF ~~MONTH~~DECEMBER, 20~~YR~~20

PLAINTIFF¹

Plaintiff

NEW SKIES SATELLITES B.V.

Applicant

- and -

DEFENDANT

Defendant

JUCH – TECH INC.

Respondent

APPLICATION UNDER SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED, AND SECTION 243 OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. B-3 AS AMENDED

~~1 The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

ORDER
(appointing Receiver)

THIS ~~MOTION~~APPLICATION made by ~~the Plaintiff~~²New Skies Satellites B.V. (the “Applicant”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “CJA”) appointing ~~[RECEIVER'S NAME]~~KSV Restructuring Inc. (“KSV”) as receiver ~~[and manager]~~ (in such ~~capacities~~capacity, the “Receiver”) without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~Juch – Tech Inc. (the “Debtor”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day ~~at 330 University Avenue,~~via videoconference in Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~Brian Hassinger sworn ~~[DATE]~~December 8, 2020 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~the Applicant, counsel for the Receiver, and no one else appearing ~~for [NAME]~~ although ~~duly~~ served as appears from the affidavit of service of ~~[NAME]~~● sworn ~~[DATE]~~December ●, 2020 and on reading the consent of ~~[RECEIVER'S NAME]~~KSV to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated³ so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~KSV is hereby appointed Receiver, without security, of all of

²~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

³~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, wheresoever located, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to ~~take possession of and exercise~~ put in place such procedures to control ~~over~~ the ~~Property and any and all proceeds,~~ Debtor's receipts and disbursements ~~arising out of or from~~ as the ~~Property~~ Receiver may deem advisable pending further Order of this Court;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

~~(c) — to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;~~

(c) ~~(d)~~ to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (d) ~~to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof~~ investigate the affairs, transactions, and financial records of the Debtor;
- (e) to consult with the Applicant from time to time and to provide such information to the Applicant as may be reasonably requested;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor ~~and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor,~~ provided that no distributions of or from same shall be made until further order of this Court;
- (g) ~~to settle, extend or compromise any indebtedness owing to the Debtor;~~
- (h) ~~to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;~~
- (i) ~~to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;~~
- (j) ~~to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and~~

⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.

~~negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;~~

~~(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,~~

~~(i) without the approval of this Court in respect of any transaction not exceeding \$ _____, provided that the aggregate consideration for all such transactions does not exceed \$ _____; and~~

~~(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;~~

~~and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,]⁵ shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.~~

~~(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;~~

(g) ~~(m)~~ to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate, including but not limited to the Applicant and any financial institution(s) having business relations with the Debtor, on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

⁵ ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

- (h) to examine any Person (as defined below) under oath with respect to the Property and/or the affairs of the Debtors and its representatives;
- (i) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- ~~(o) — to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;~~
- (j) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, ~~including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;~~
- ~~(q) — to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;~~ and
- (k) ~~(r)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and, in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

4. THIS COURT ORDERS that the Receiver shall investigate and report to this Court in a timely fashion, and in no event later than January 15, 2021, upon the financial records and affairs of the Debtor, including, without limitation and to the extent possible:

- (a) identifying and reporting on the Debtor's assets and liabilities, including their location;

- (b) identifying and reporting on any transactions with non-arm's length parties and any parties reasonably believed by the Receiver to be at non-arm's length with the Debtor;
- (c) identifying and reporting on any transactions that may be challengeable under federal and provincial legislation;
- (d) reporting on such other matters as the Applicant may request and the Receiver may deem appropriate, in its reasonable discretion; and
- (e) providing this Court with one or more recommendations regarding next steps in these receivership proceedings.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. ~~4.~~ THIS COURT ORDERS that (i) the Debtor and its affiliates and related entities, (ii) all of ~~its~~their respective current and former directors, officers, employees, agents, advisors, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. ~~5.~~ THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph ~~56~~ or in paragraph ~~67~~ of this Order shall require the delivery of

Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. ~~6.~~ THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

~~7. — THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.~~

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a “Proceeding”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property (including, for greater certainty, any Property located on third-party premises) or any assets located on premises belonging to or leased by the Debtor shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property or any assets located on premises belonging to or leased by the Debtor are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court Debtor.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that any and all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, ~~including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part,~~ whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor ~~until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees.~~ The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or, to

the extent applicable, in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

~~15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.~~

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. ~~16.~~ THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, the Ontario Mining Act or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this

Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. ~~17.~~ THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or, to the extent applicable, in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. ~~18.~~ THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, ~~but~~ (each, an "Encumbrance"), but except for any Encumbrance in favour of a secured creditor who would be materially affected by this Order and who was not given notice of this application, and subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

18. ~~19.~~ THIS COURT ORDERS that the Receiver and its legal counsel shall pass ~~its~~their accounts from time to time, and for this purpose the accounts of the Receiver and its legal

⁶ ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. ~~20.~~ THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. ~~21.~~ THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow, from the Applicant or otherwise, by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~_____~~500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all ~~security interests, trusts, liens, charges and encumbrances, statutory or otherwise,~~Encumbrances in favour of any Person, but subordinate in priority to (i) any Encumbrance in favour of a secured creditor who would be materially affected by this Order and who was not given notice of this application, (ii) the Receiver's Charge, and (iii) the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. ~~22.~~ THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. ~~23.~~ THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

23. ~~24.~~ THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. ~~25.~~ THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ~~@~~ <https://www.ksvadvisory.com/insolvency-cases/case/juch-tech>.

25. ~~26.~~ THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile or other electronic transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile or other electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

26. THIS COURT ORDERS that the Applicant, Receiver, and their respective counsel are at liberty to serve or distribute this Order and any other materials and Orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtor's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

27. THIS COURT ORDERS that the Receiver's obligation to send notices to any creditors of the Debtor pursuant to Section 245(1)(b) of the BIA within ten days of this Order is hereby suspended pending further Order of this Court. For greater certainty, this Order shall not affect the Receiver's obligations set out in Section 245(1) as they relate to the Superintendent (as defined in the BIA).

GENERAL

28. THIS COURT ORDERS that this Order is effective from the date that it is made and is enforceable without any need for entry or filing.

29. ~~27.~~ THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

30. ~~28.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

31. ~~29.~~ THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

32. ~~30.~~ THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. ~~31.~~ THIS COURT ORDERS that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

34. ~~32.~~ THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order at a motion to be heard on January 22, 2021, or such other date as may be set by this Court upon the granting of this Order, on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~KSV Restructuring Inc., the receiver (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~Juch – Tech Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$~~_____~~500,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal or corporate liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

~~[RECEIVER'S NAME]~~ KSV Restructuring Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

NEW SKIES SATELLITES B.V.

Applicant

and

JUCH-TECH INC.:

Court File No:

Respondent

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT: TORONTO

**APPLICATION RECORD OF
NEW SKIES SATELLITES B.V.**

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