



**First Report of
KSV Restructuring Inc.
as Receiver of the property,
assets and undertaking of
Juch - Tech Inc.**

December 14, 2020

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COURT FILE NO.: CV-20-00652759-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF s. 243 (1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, and s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c.
C.43, as amended

BETWEEN:

NEW SKIES SATELLITES B.V.

APPLICANT

- AND -

JUCH - TECH INC.

RESPONDENT

FIRST REPORT OF
KSV RESTRUCTURING INC.
IN ITS CAPACITY AS RECEIVER OF THE PROPERTY,
ASSETS AND UNDERTAKING OF JUCH - TECH INC.

DECEMBER 14, 2020

1.0 Introduction

1. Pursuant to an application (the "Application") on December 9, 2020 by New Skies Satellites B.V. ("New Skies"), the Ontario Superior Court of Justice (Commercial List) (the "Court") issued an order (the "Receivership Order") placing Juch - Tech Inc. (the "Company") in receivership and appointing KSV Restructuring Inc. ("KSV") as the receiver (in such capacity, the "Receiver"). A copy of the Receivership Order is provided in Appendix "A".
2. The initial purpose of the receivership proceedings is to preserve and protect the Company's assets and to perform an investigation into the Company's assets, operations, and financial position. The scope of the Receiver's authority under the Receivership Order has been scaled back from Ontario's model receivership order to reflect the reduced scope of the Receiver's mandate, pending further order of the Court.

1.1 Purposes of this Report

1. The purposes of this Report are to:
 - a. provide background information about the Company and these proceedings;
 - b. detail the Receiver's findings since it was appointed; and
 - c. recommend that the Court grant an Order that, among other things:
 - i. expands the Receiver's investigatory powers to include the Related Parties (as defined below);
 - ii. directs Włodzimierz Juchniewicz ("Juchniewicz"), the Company's principal, to forthwith provide the Receiver with access to the books and records of the Company and the Related Parties;
 - iii. directs Juchniewicz to provide to the Receiver, by January 11, 2021, with evidence satisfactory to the Receiver of the entity that owns the Property (as defined below), including how the Property was purchased;
 - iv. directs that no Property be removed from 600 10th Road East, Stoney Creek, Ontario (the "10th Road Property") without the consent of the Receiver or further order of the Court;
 - v. authorizes the Receiver to contact the financial institutions used by the Related Parties to obtain the balance in any of their accounts and to obtain and review copies of any bank statements and other documentation the Receiver believes necessary to carry out an investigation of the Company and the Related Parties; and
 - vi. directs Juchniewicz to remove or make care arrangements for a house cat living in a trailer at the 10th Road Property.

1.2 Currency

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

1.3 Court Materials

1. Court materials related to these proceedings can be found on the Receiver's website at <https://www.ksvadvisory.com/insolvency-cases/case/juch-tech>.

2.0 Background

1. The Company provides satellite broadcast and internet transmission and uplink services. According to its LinkedIn profile, the Company harnesses bandwidth on SES World Skies' satellites to deliver broadband services to small businesses and residents from South Africa to Eastern Europe.
2. Juchniewicz is the Company's sole director.
3. The Company's registered head office is a residential property located at 335 Greencedar Drive in Hamilton, Ontario (the "Greencedar Property"). The Company appears to be operating from the 10th Road Property, a rural location. The Company formerly operated from 50 Green Mountain Road West in Stoney Creek, Ontario (the "Green Mountain Property").
4. New Skies, the applicant in these proceedings, is the Company's most significant creditor. As at November 4, 2020, New Skies was owed approximately \$10.4 million by the Company, of which approximately \$5.2 million is secured. Interest and costs continue to accrue.
5. The Company is believed to have two other secured creditors: TD Canada Trust ("TD") (which advised the Receiver that it is owed approximately C\$100,000) and The Hamilton Teleport Ltd. ("Hamilton Teleport"), an entity related to the Company. The amount owing to Hamilton Teleport, if any, is unknown and the validity of the purported security has not been verified.

2.1 Related Companies

1. Prior to its appointment as Receiver, KSV, and New Skies' legal counsel, Osler, Hoskin & Harcourt LLP ("Osler"), performed PPSA, corporate and title searches on various companies which appear to be affiliated with the Company, being Hamilton Teleport, Neutral Skies Inc. ("Neutral Skies"), and Net Neutral Inc. ("Net Neutral"). Subsequent to the issuance of the Receivership Order, the Receiver identified another company which appears to be related with the Company, Telenap Canada Corp. ("Telenap" and together with Hamilton Teleport, Neutral Skies and Net Neutral, the "Related Parties".) (For the purpose of conducting its recommended investigation, "Property" includes all of the business and assets of the Company and the Related Parties; it is not limited to the business and assets located at the 10th Road Property.) The searches identify the Greencedar Property as the registered head office of the Company and the Related Parties and that Juchniewicz is the sole director of each entity. The search results are summarized in the table below.

	The Company	Hamilton Teleport	Neutral Skies	Net Neutral	Telenap
Description	Satellite and internet broadcasting services	Similar to the Company	Similar to the Company ¹	Portable data centre services	Unknown
Relation to the Company	N/A	Subsidiary	Sister company (based on Net Neutral's website)	Sister company (based on Net Neutral's website)	Sister company (based on records at the 10 th Road Property)
Property Address	Previously: Green Mountain Property ² Currently: 10 th Road Property	10 th Road Property (based on internet search)	Green Mountain Property (based on internet search)	10 th Road Property (based on website)	Based on internet searches, several addresses have been identified for this business: the Green Mountain Property, Greencedar Property and 525-21 King Street W.
Current Property Owner	10 th Road Property: Hamilton Teleport		Green Mountain Property: NHDG ³	10 th Road Property: Hamilton Teleport	See above
Registered Office Address	Address: Greencedar Property Owner: Linda Juchniewicz				
Principals⁴	CEO: Walt Juchniewicz Sole Director: Juchniewicz	Sole Director: Juchniewicz	CEO: Nicole Juchniewicz Sole Director: Juchniewicz	Sole Director: Juchniewicz	Sole Director: Juchniewicz
Secured Creditors	New Skies: ~\$10.4 million TD: ~C\$100,000 Hamilton Teleport: unknown	C\$500,000 charge registered against the 10 th Road Property, in favor of Linda Juchniewicz Equipment financing/lease over vehicles and a forklift	None	None	Unknown

¹ Neutral Skies' international telecommunications services license was revoked by Canadian Radio-television and Telecommunications Commission on March 4, 2019.

² According to the parcel register, NHDG has owned the Green Mountain Property since November 29, 2016.

³ It does not appear that Neutral Skies is carrying on any business from the Green Mountain Property. The Green Mountain Property is now raw land. The buildings on that property have been razed.

⁴ Based on federal corporation searches and other internet searches.

2. The Federal Corporation search for Telenap is provided in Appendix “B”. A web page showing the Telenap address as 525-21 King Street W. in Hamilton, Ontario is provided in Appendix “C”.
3. Net Neutral’s website lists its address as the 10th Road Property and identifies the following entities as “sister companies”. Access to the Net Neutral website was discontinued on December 10, 2020, subsequent to the issuance of the Receivership Order.

Sister Companies



Juch-Tech Inc



Neutral Skies Inc



Hamilton Teleport LTD

3.0 KSV’s Pre-Filing Activities

1. Pursuant to an engagement letter dated December 3, 2020, KSV was engaged by New Skies to assist Osler to prepare Application materials and to attempt to determine the status of the Company’s business and assets.
2. In connection with the Application, KSV filed a report (the “Pre-Filing Report”) summarizing its findings resulting from online searches and a physical attendance at the Green Mountain Property and the 10th Road Property. A copy of the Pre-Filing Report is provided in Appendix “D”. A high-level summary of the findings in the Pre-Filing Report is provided below:
 - a. multiple satellite dishes previously located at Green Mountain Property are no longer at that location. No Company property currently appears to be located at this property as it is being redeveloped;
 - b. online images suggest that the satellite dishes were moved from the Green Mountain Property to the 10th Road Property between June 2019 and October 2019; and
 - c. a representative of KSV attended at the 10th Road Property on December 2, 2020. A contractor working on-site confirmed that the Company operates from that location.

4.0 Receivership Proceedings

1. As of the time of this Report, the Company and Juchniewicz have actively refused to cooperate with the Receiver since being advised of the Receivership Order, as described in more detail below.

2. The Receiver attended at the 10th Road Property immediately following the granting of the Receivership Order. Its main findings are as follows:
 - a. the site is disorganized, with assets strewn around the site;
 - b. there are approximately 35 large satellite dishes on site; however, only a few appear installed and operational. There are also ten shipping containers and four trailers on site. (The Receiver has only accessed one trailer on site);
 - c. the Company's books and records do not appear to be maintained on site other than certain miscellaneous documents;
 - d. limited operations are being conducted. Within four hours of the Receiver attending on site, the people working there left and have not returned; and
 - e. several computers were located in the Company's trailer, all of which have been imaged by the Receiver or are in the process of being imaged by the Receiver. Prior to imaging the computers, the Receiver sent an email to Juchniewicz's Company email address advising that it was doing so. The Receiver advised that it would not review non-Company information on the computers without a further order of the Court.

A memo summarizing the Receiver's activities on the first day of the receivership is provided in Appendix "E".

3. On December 11, 2020, after multiple attempts by the Receiver and its counsel to contact Juchniewicz, the Receiver received an email from him. The email states that he is in the process of retaining counsel to address the Receiver's "illegal trespass, break in and seizure" of the 10th Road Property and that he would be attending there to service the generators and feed a cat living in the Company's trailer. The email from Juchniewicz copied a lawyer at Torkin Manes LLP. The Receiver's counsel, Norton Rose Fulbright Canada LLP, subsequently spoke with that lawyer, who advised she had not yet been retained. There have been no other written communications from Juchniewicz. A copy of Juchniewicz's email is attached as Appendix "F".
4. There has been one short in-person interaction between the Receiver and Juchniewicz. This occurred on site on December 11th, during which Juchniewicz told the Receiver's representative that he was trespassing.
5. The Receiver has a security guard monitoring the site on a full-time basis⁵. The security guard has advised the Receiver that there has been essentially no activity on site since the date of the receivership.

⁵ The security guard is tending to the cat, which is in the trailer.

6. The Receiver retained an appraiser to provide an estimate of the net realizable value of the assets at the 10th Road Property. As of the date of this Report, the appraisal is in progress.
7. Juchniewicz twice sent a former undercover police officer to meet with the Receiver on site. The first meeting took place on the first day of the receivership. During that first meeting, the undercover officer told the Receiver that he was expecting a physical altercation.

4.1 Recommendation

1. For the following reasons, the Receiver is of the view that the Receiver's powers should be expanded:
 - a. the Company and Juchniewicz ignored numerous attempts by New Skies to engage with it prior to these proceedings, including sending repayment demands and notices of intention to enforce security pursuant to Section 244 of *The Bankruptcy and Insolvency Act*. Background information summarizing New Skies' enforcement steps and its other dealings with the Company are provided in the affidavit dated December 8, 2020 of Brian Hassinger, a New Skies' representative, sworn in support of the Application. A copy of this affidavit is provided in Appendix "G", without attachments;
 - b. the Company appears to have moved assets from the Green Mountain Property to the 10th Road Property without advising New Skies;
 - c. the 10th Road Property has assets strewn around it and the business and assets of the Company and the Related Parties appear to be commingled. Absent an expansion of the Receiver's investigatory powers to include the Related Parties, it will be virtually impossible to identify and assess the assets of the Company or otherwise;
 - d. Juchniewicz has not constructively engaged with the Receiver. Juchniewicz has been belligerent during his limited interactions with the Receiver and sent the former officer, who expected a physical altercation; and
 - e. the Receiver has not been provided any books and records of the Company and the books and records do not appear to be maintained at the 10th Road Property.
2. The relief being sought in the proposed Order includes the following, among other things:
 - a. Juchniewicz is directed to forthwith provide the Receiver with access to the books and records of the Company and the Related Parties;
 - b. Juchniewicz is directed to provide to the Receiver, by January 11, 2021, evidence satisfactory to the Receiver of the entity that owns the Property, including the manner in which the Property was purchased or otherwise acquired;

- c. no Property is to be removed from the 10th Road Property without the consent of the Receiver or further order of the Court; and
 - d. the Receiver is authorized to investigate the affairs of the Related Parties and write to or otherwise communicate with the banks of the Related Parties to obtain, among other things, the balance in any of their accounts and copies of any bank statements and other documentation the Receiver believes is necessary to carry out an investigation of the Company and the Related Parties.
3. Lastly, the Receiver is concerned about the cat living in the trailer. The Receiver changed the locks on the trailer. The security guard is currently tending to the cat. The Receiver believes it is appropriate that Juchniewicz should either care for the cat and/or find someone to care for it. During the brief interaction between the Receiver's representative and Juchniewicz on December 11th, the Receiver's representative requested that Juchniewicz take the cat but he refused. Accordingly, the Receiver is seeking an Order directing Juchniewicz to remove the cat from such trailer, provided that the Receiver may, at any time, make alternative arrangements to surrender the cat to an animal services group or shelter. The Receiver does not intend to surrender the cat to a third party unless Juchniewicz is unresponsive or fails to comply with his obligations under the proposed Order.
4. The Receiver understands that New Skies is supportive of the relief being sought.

5.0 Conclusion

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

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY AS RECEIVER OF
THE ASSETS, UNDERTAKINGS AND PROPERTIES OF
JUCH - TECH INC.
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY**

Appendix “A”

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

THE HONOURABLE MADAM)

WEDNESDAY, THE 9TH

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

Waleed Malik affirmed December 9, 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 a date to be set by this Court, which date shall be no later than January 22, 2021, 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.



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

DEC 09 2020

PER / PAR: 

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:

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

NEW SKIES SATELLITES B.V.
Applicant

- and -

JUCH – TECH INC.
Respondent

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

Proceeding Commenced at Toronto

**ORDER
(appointing Receiver)**

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

Lawyers for the Applicant, New Skies Satellites B.V.

Appendix “B”



Government
of Canada

Gouvernement
du Canada

[Canada.ca](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#) → [Search for a Federal Corporation](#)

Federal Corporation Information - 616156-1

[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

616156-1

Business Number (BN)

870733805RC0001

Corporate Name

TELENAP CANADA CORP.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2003-11-18

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

[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 10

WALT JUCHNIEWICZ
335 GREEN CEDAR DRIVE
HAMILTON ON L9C 7K5
Canada

i 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)

11-18

Date of Last Annual Meeting

2020-09-30

Annual Filing Period (MM-DD)

11-18 to 01-17

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

2003-11-18 to Present

TELENAP CANADA CORP.

Certificates and Filings**Certificate of Incorporation**

2003-11-18

[Order copies of corporate documents](#)

[Start New Search](#)

[Return to Search Results](#)

Date Modified:

2020-12-08

Appendix “C”

Telenap Canada

0 Review - Rate & Review (https://www.canadapages.com/on/reviews_telenap-canada_1691891.html)



525-21 king street west Hamilton, ON L8P4W7



(905) 972-0660



Hamilton Computer Sales & Service (<https://www.canadapages.com/computer-sales-service-listings-hamilton-on/>)

Hamilton Data Processing Services (<https://www.canadapages.com/data-processing-services-listings-hamilton-on/>)

About Telenap Canada



Data Processing Services, Computer Sales & Service

Telenap Canada, Phone Number (905) 972-0660, is located at 525-21 king street west, Hamilton, ON, L8P4W7, ON Canada. Outside Hamilton Area, Dial +1 9059720660. Get Directions, Location Map, Find Hours of Operation, Methods of Payment, Products and Services. This Hamilton Listing is in the Computer Sales & Service Category.

Find Computer Sales & Service in Hamilton (<https://www.canadapages.com/computer-sales-service-listings-hamilton-on/>)

Data Processing Services in Hamilton (<https://www.canadapages.com/data-processing-services-listings-hamilton-on/>)



Help Us Improve This Listing

Manage Your Listing. Add Products, Services, Photos, Hours Of Operation, And More...

Manage Your Listing (<https://www.canadapages.com/Listing/ON/1691891/>)

Share your Experience (https://www.canadapages.com/on/reviews_telenap-canada_1691891.html)

Rate or Review Telenap Canada and Share your Experience

Appendix “D”



**Report of
KSV Restructuring Inc.
as Proposed Receiver of
Juch-Tech Inc.**

December 8, 2020

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COURT FILE NO.: ●

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF s. 243 (1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, and s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

BETWEEN:

NEW SKIES SATELLITES B.V.

APPLICANT

- AND -

JUCH-TECH INC.

RESPONDENT

REPORT OF
KSV RESTRUCTURING INC.
AS PROPOSED RECEIVER

DECEMBER 8, 2020

1.0 Introduction

1. This report (the “Report”) is filed by KSV Restructuring Inc. (“KSV”) as proposed receiver of the assets, undertaking and property of Juch-Tech Inc. (“Juch-Tech” or the “Company”).
2. KSV understands that New Skies Satellites B.V. (“New Skies”), the Company’s principal secured creditor, intends to bring a receivership application before the Ontario Superior Court of Justice (Commercial List) (the “Court”) for an order (the “Receivership Order”) placing the Company in receivership and appointing KSV as receiver of the Company’s business and assets.
3. KSV has consented to act as receiver should the Court grant the Receivership Order.
4. The initial purpose of the receivership proceedings is to preserve and protect the Company’s assets and to perform an investigation into the Company’s operations and financial position. If appointed receiver, KSV intends to file a preliminary report setting out its findings by no later than January 15, 2021. The scope of the receiver’s authority under Receivership Order has been scaled back from the model receivership order in order to reflect the limited scope of the receiver’s mandate, pending further order of the Court.

1.1 KSV's Prior Mandate

1. Pursuant to an engagement letter dated December 3, 2020, KSV was engaged by New Skies to assist Osler, Hoskin & Harcourt LLP ("Osler"), legal counsel to New Skies, to prepare receivership application materials and to attempt to determine the current status of the Company's business.
2. This Report provides a summary of KSV's findings concerning the Company since it was first contacted by Osler on December 1, 2020.

1.2 Currency

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

2.0 Background

1. Juch-Tech provides satellite broadcast and internet transmission and uplink services. According to its LinkedIn profile, Juch-Tech harnesses bandwidth on SES World Skies' satellites to deliver broadband services to small businesses and residents from South Africa to Eastern Europe.
2. Osler has advised KSV that:
 - a. as at November 4, 2020, New Skies is owed \$10,418,045.48 by the Company, of which \$5,216,616.39 is secured and \$5,201,429.09 is unsecured. Interest and costs continue to accrue;
 - b. on November 4, 2020, New Skies demanded, in writing, payment of the obligations owing by the Company (the "Demand") and issued a Notice of Intention to Enforce Security pursuant to Section 244 of *The Bankruptcy and Insolvency Act*. The Demand was a refresh of a demand letter and Section 244 notice originally issued on February 20, 2020 (the "Original Demand"). On March 20, 2020, New Skies requested from Juch-Tech a detailed summary of the scope and value of the collateral securing the secured obligations. New Skies also sent Notices of Unauthorized Use to the Company on May 10, May 15, May 21 and August 23, 2019;
 - c. the Company has not responded to the Original Demand or the Demand;
 - d. the Company is believed to have two other secured creditors: TD Canada Trust ("TD") (which has advised New Skies that it is owed approximately C\$100,000) and The Hamilton Teleport Ltd. ("Hamilton Teleport"), which appears to be a related party. The amount owing to Hamilton Teleport, if any, is unknown. Hamilton Teleport did not respond to a request for information issued by New Skies to Hamilton Teleport under the *Personal Property Security Act (Ontario)* ("PPSA") on April 7, 2020;
 - e. the Company formerly operated from 50 Green Mountain Road West in Stoney Creek, ON ("Green Mountain Property"); and
 - f. the Company appears to be operating from a rural location at 10th Rd E, Stoney Creek, ON (the "10th Road Property").

3. The Company's principal is believed to be Walter Juchniewicz.
4. The Company's LinkedIn profile provides the following description:

“Juch-Tech is a Canada-based teleport and ISP, is harnessing bandwidth on SES WORLD SKIES' NSS-10 satellite to deliver broadband services to small businesses and residents from South Africa to Eastern Europe. Capacity is uplinked from Juch Tech's Hamilton, Ontario-based teleport facilities and delivered over the high-powered C-band spacecraft in the 322.5°.

In addition Juch-Tech provides 'Satellite and Internet based Broadcasting Services', including cost effective video to the edge solutions. Juch-Tech can also lead your organization in the switchover to IPv6, as the IPv4 addresses become harder to find.

Juch Tech is a [sic] innovative company that provides managed connectivity to unconnected and under-served places around the world.”

3.0 KSV's Preliminary Activities

1. On December 2, 2020, following discussions with Osler, KSV performed internet searches to obtain background information about the Company.
2. The internet searches identified pictures showing satellite dishes that are believed to be owned by the Company and which appear to have been relocated from the Green Mountain Property to the 10th Road Property.
3. The Company's website is currently unavailable. Hamilton Teleport does not appear to have a website.
4. The 10th Road Property is listed online as the Company's address.
5. KSV identified a website for Net Neutral Inc. (“Net Neutral”), which appears to be a related entity operating from the 10th Road Property.
6. KSV performed bankruptcy searches of the Company and Hamilton Teleport. Neither company appears to be bankrupt.

Green Mountain Property

7. A “street view” on Google maps shows images of this property as recent as June 2019 and at various dates as far back as June 2009. These images show several buildings on the property and multiple satellite dishes. Sample images are provided below.

June 2009 (street view):



June 2019 (aerial view):



8. KSV's internet searches also identified a recent picture with a Development Notice (the "Development Notice") posted on the 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 the Company.

3.1 KSV Site Visit

1. On December 2, 2020, a KSV associate (the “Associate”) travelled to Stoney Creek to determine if the Company is continuing to operate.

Green Mountain Property

2. The Associate first attended at the Green Mountain Property. As reflected in the pictures below, the Green Mountain Property is presently vacant. No buildings, satellite dishes or other equipment are located on the property; the Development Notice was also photographed.



CITY OF HAMILTON
PUBLIC NOTICE
OF COMPLETE APPLICATIONS FOR A ZONING BY-LAW AMENDMENT
AND PUBLIC MEETING OF THE PLANNING COMMITTEE

OWNER: NHDG (Green Mountain) Inc.
(c/o Joe Giacomdonato)
400-69 John Street South
Hamilton, ON L8N 2B9

APPLICANT: GSP Group
(c/o Sarah Knoll)
200-162 Locke Street South
Hamilton, ON L8P 4A9

SUBJECT LANDS: 50 Green Mountain Road West, Stoney Creek (Ward 9)

PURPOSE AND EFFECT OF THE PROPOSED ZONING BY-LAW AMENDMENT
The purpose and effect of this proposed Zoning By-law, Amendment is to change the Site's current zoning from the Neighbourhood Development "ND" Zone to a modified Multiple Residential "RM3" Zone in order to permit the development of 189 dwelling units, including 95 two storey townhouses, 94 three storey, back to back townhouses (maisonettes) and private amenity greenspace.

PUBLIC MEETING TO BE ANNOUNCED
DATE: 9:30 a.m.
TIME: Council Chambers, 2nd Floor
LOCATION: City Hall
71 Main Street West, Hamilton

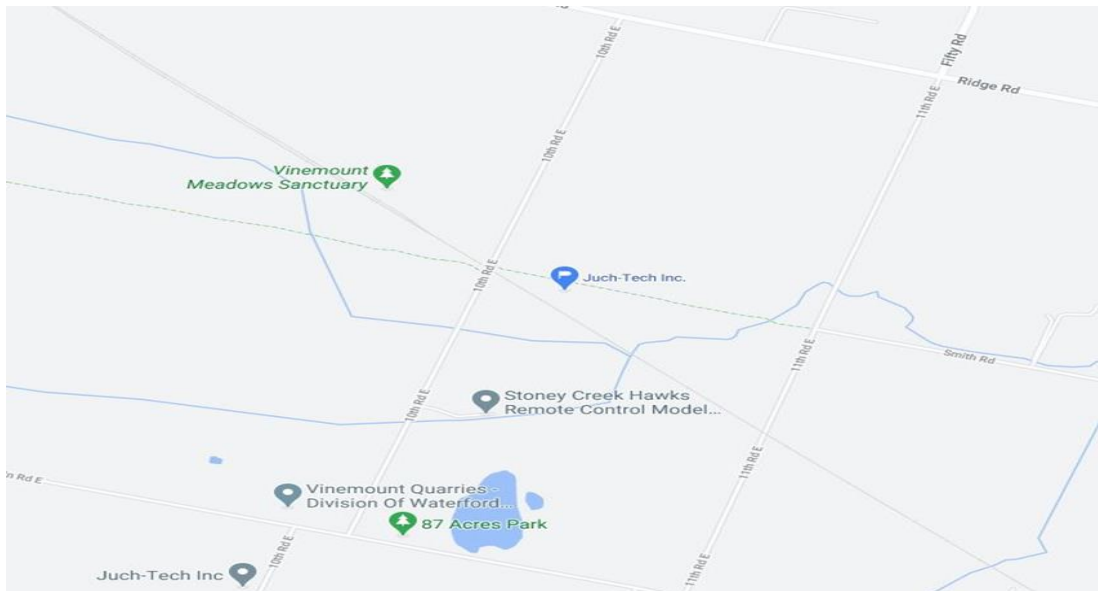
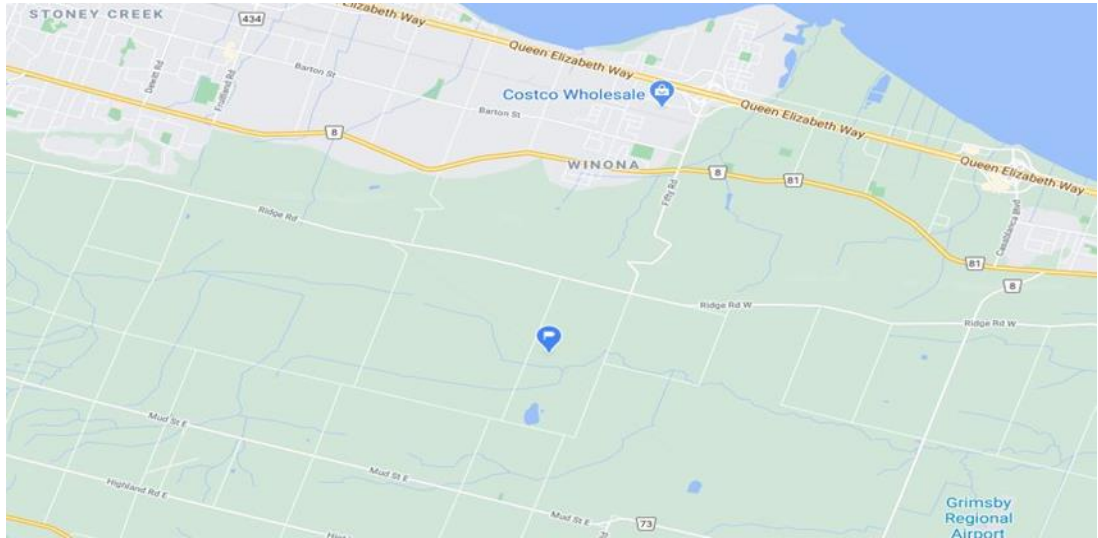
Inquiries Refer to File(s): ZAC-17-077
For where and when a copy of the material about the proposed By-law to amend the Zoning By-law will be available for public inspection; or for a copy of the Notice of Complete Applications which was mailed to all land owners within 120 metres of the subject lands, please contact Jacob Larsen at 905.546.2424 ext. 5277 or by e-mail at Jacob.Larsen@hamilton.ca.
For more information about this matter, including information about preserving your appeal rights, contact Jacob Larsen at 905.546.2424 ext. 5277 or by e-mail at Jacob.Larsen@hamilton.ca.

Collection of Information
Information respecting this application is being collected under the authority of the Planning Act, R.S.O. 1990, c. P.13. All comments and opinions submitted to the City of Hamilton on this matter, including the name, address and contact information of persons submitting comments and/or opinions, will become part of the public record and will be made available to the Applicant and the general public and will appear on the City's website unless you expressly request within your communication that City remove your personal information.

A site plan diagram showing a rectangular lot with dimensions 231.6m by 131.2m, located on Green Mountain Road West.

10th Road Property

3. Following his attendance at the Green Mountain Property, the Associate located a field with numerous satellite dishes and other equipment located near the intersection of 10th Road East and Dofasco 2000 Trail (the “Operating Site”). This is believed to be the 10th Road Property¹. The mapped location of the Operating Site is provided below.



¹ An internet search of the 10th Road Property shows a residential home, which is located near the Operating Site. KSV believes this may be due to a lack of precision in Google maps when locating rural addresses.

- Images of the Operating Site dated October 2019 show several satellite dishes and other equipment at that location. One such image is included below. As a result of this photograph and the photograph in Section 3.0 (paragraph 7 above), it appears that the satellite dishes were moved from the Green Mountain Property to the 10th Road Property between June 2019 and October 2019.



- The Associate observed a few people working on site at the 10th Road Property. The Associate briefly spoke with one of these men, who identified himself as a contractor. Most significantly, the contractor individual confirmed that Juch-Tech is operating from the 10th Road Property location. The Associate did not identify himself when speaking with the contractor.
- Pictures of the Operating Site taken by the Associate are provided below.





4.0 Affiliated Persons and Companies

1. KSV and Osler performed PPSA, corporate and title searches on various affiliated companies and real property identified during KSV's investigations. The searches identified several individuals and entities that appear to be related to the Company and to Mr. Juchniewicz operating from the 10th Road Property and sharing the same registered office, being 335 Greencedar Drive in Hamilton, Ontario (the "Greencedar Property"). The Greencedar Property appears to be a residential address. A summary of the searches is provided below:

	The Company	Hamilton Teleport	Neutral Skies Inc.	Net Neutral
Description	Satellite and internet broadcasting services	Similar to the Company	Similar to the Company ²	Portable data centre services
Relation to the Company	N/A	Subsidiary	Sister company (based on Net Neutral's website)	Sister company (based on Net Neutral's website)
Property Address	Previously: Green Mountain Property ³ Currently: 10 th Road Property	10 th Road Property (based on internet search)	Green Mountain Property (based on internet search)	10 th Road Property (based on website)
Current Property Owner	10 th Road Property: Hamilton Teleport		Green Mountain Property: NHDG	10 th Road Property: Hamilton Teleport
Registered Office Address	Address: Greencedar Property Owner: Linda Juchniewicz			
Principals ⁴	CEO: Walt Juchniewicz Sole Director: W. Juchniewicz	Unknown Sole Director: W. Juchniewicz	CEO: Nicole Juchniewicz Sole Director: Włodzimierz (Walt) Juchniewicz	Sole Director: Włodzimierz (Walt) Juchniewicz
Secured Creditors	New Skies: ~\$10.4 million TD: ~CAD\$100K Hamilton Teleport: unknown	C\$500K charge registered against 600 10 th Road E., Stoney Creek, in favor of Linda Juchniewicz Equipment financing/lease over vehicles and a forklift	None	None

² Neutral Skies' international telecommunications services license was revoked by Canadian Radio-television and Telecommunications Commission on March 4, 2019.

³ According to the parcel register, NHDG has owned the Green Mountain Property since November 29, 2016.

⁴ Based on federal corporation searches and other internet searches.

2. The Greencedar address was also used by the Company as its address in a creditor listing in the Chapter 11 proceedings of Intelsat S.A. et al., as reflected below.

Jsat International Inc.	Attn: Mr. Ryuji Sasaki	1401 H Street Nw, Suite 220		Washington	DC	20005	
Jsat International Inc.		Mr. Hitoshi Shigeno	2121 Rosecrans Avenue Suite 3355	El Segundo	CA	90245	
Juch Tech, Inc.	Attn: W.B. Walt Juchniewicz, President & CEO	335 Greencedar Drive		Hamilton	ON	L9C 7K5	Canada
K\$ Mobility LLC		20 N Wacker Drive	Suite 1200	Chicago	IL	60606	

3. According to its website, Net Neutral's address is also located at the 10th Road Property. The website provides a map of this address which appears to be the same location as the Operating Site. Net Neutral's website lists its sister companies as:

Sister Companies



Juch-Tech Inc



Neutral Skies Inc



Hamilton Teleport LTD

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**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 IN ANY OTHER CAPACITY**

Appendix “E”



Memorandum

To: File

From: KSV Restructuring Inc.

Date: December 10, 2020

Subject: **Juch-Tech Inc. (the “Company” or “Juch-Tech”)**

This memo summarizes our¹ activities on December 9, 2020, being the date that the Court issued a receivership order in respect of the Company’s business and assets (the “Receivership Order”).

Pre-hearing

- a. Osler sent the application materials to the Company before 9am. The application was scheduled to be heard at 11:30am.
- b. In order to monitor activity prior to the hearing, we arrived at the entrance to the 10th Road East site shortly before 9:30am.
- c. We did not enter the site until after Her Honour advised that she would issue the Receivership Order.
- d. While waiting for the hearing, four vehicles entered the site. After the hearing, two vehicles remained on site and we spoke with the people who were in these vehicles. No extraordinary activity was witnessed prior to the hearing.

Post-hearing

- a. There are four trailers and 10 shipping containers on site. One trailer is used as an office. We were unable to identify the contents in one of the trailers and the remaining two trailers appeared to contain miscellaneous equipment and an air conditioning unit.
- b. We documented, photographed and videotaped all equipment and assets on site, unless access was restricted.
- c. There are 36 satellite dishes on site. Five dishes are assembled and 31 are not assembled.
- d. KSV knocked on the door to the office trailer in closest proximity to the only two vehicles parked on site. We asked the person who opened the door if he was an employee of the Company. The man abruptly responded that he knows nothing about the situation, it “seemed sketchy” and that he wants nothing to do it. He then closed and locked the door and would not respond to our further knocking.

¹ KSV’s representatives were Jonathan Joffe and Jordan Wong. KSV also arranged for assistance from John Tertigas, a consultant who assists KSV with safeguarding and taking possession of assets. Duff & Phelps was retained by KSV to back-up computers.

- e. KSV then walked over to a container on site as its door was slightly open. There was a person working in the container, who identified himself as a contractor and advised that he didn't have anything to do with Juch-Tech. He directed us to the office trailer noted above, where we would find someone to speak to us concerning the Company. He eventually agreed to assist us to speak to the people in the trailer.
- f. Back at the trailer, another individual opened the door, who advised he was a freelancer and that he is not working on anything related to the Company. He would not allow us into the trailer and advised that he is unable to assist us.
- g. None of the individuals with whom we spoke would provide their names.
- h. Toward the back of the property, KSV found three filing cabinets among other items stored outside. In one of the cabinet drawers, KSV found aged banking and GL records for the Company. The documents reflect that TD Bank ("TD") was the Company's bank at the date of the documents.
- i. KSV sent a letter to TD advising of the receivership and requesting that Juch-Tech's accounts, if any, be frozen. (TD has since confirmed that there are accounts and that they have been frozen. The bank balance has not been provided.)
- j. Around 12:45pm, a fourth individual (by the name of Paul Manning) arrived on site and approached us to find out what we were doing. Manning stated:
 - that Walter Juchniewicz, the Company's principal, had requested that he attend on site to check on us;
 - Juchniewicz thought that we represent the purchaser of the Green Mountain Property, (being NHDG (Green Mountain) Inc.) ("NHDG"). Manning advised that there is an ongoing legal dispute with NHDG over amounts held in trust in relation to the sale of the Green Mountain property; and
 - He advised that he is not an employee of Juch-Tech and that he was there because he is "doing Walt a favour".
- k. Manning then called Juchniewicz to ask him to meet us on site. Manning advised that (i) Juchniewicz would not meet with us; (ii) he has no interest in talking with the receiver; and (iii) all assets at this property are owned by Hamilton Teleport.
- l. Manning made no effort to hide that he was expecting a physical altercation. Manning specifically said that he arrived ready for a fight. There is a Wikipedia page, among other articles, with information concerning Manning. A copy of the Wikipedia page is attached.
- m. All four individuals who were on site left at approximately 2pm.
- n. We then entered the trailer by changing the locks. Prior to doing so, we attempted to contact Juchniewicz by phone at a number identified online by Jenny Stam. We also sent Juchniewicz emails advising of the commencement of the receivership, providing a copy of the receivership order and informing him that we would be copying all computers onsite (the emails are attached). We advised we would be entering the trailer and if he wanted a key, he should contact us. We also left a notice on the trailer door with similar messaging. Activities related to entering and exiting the trailer were videotaped.
- o. Eight computers/laptops and one external hard drive were found in the trailer. Four of the computers had power cords. These were imaged on site. Based on the state of their hardware, the balance of the devices do not appear to have been used recently. The hard drives of these units were taken to D&P's office to be imaged. Our emails to Juchniewicz advised him that the hard drives would be returned after being imaged.

- p. We located limited physical records in the trailer, certain of which related to Juch-Tech. We photographed certain documents.
- q. We arranged for a security guard to meet us on site at 5:30pm and to remain until 10am the following morning. Arrangements will be made to continue security until the next steps are determined. The security guard was told to:
 - not restrict access to the site;
 - record activity at the site;
 - restrict assets from leaving the site and notify the receiver of any attempts to remove assets; and
 - notify the Receiver of anybody wanting entry to the trailer.
- r. A KSV representative provided his phone number to the security guard and asked the security guard to call if there was any activity at the site, including if anyone attempted to remove assets from the site. KSV called the security guard at 9am on December 10, 2020 and the security guard confirmed there had been no activity since his arrival.
- s. At approximately 5:40pm we attended at Juch-Tech's registered address, a residential address on Greencedar Drive in Hamilton. Two cars were parked in the driveway but the house was dark and no one answered the door.
- t. We are arranging to have a liquidator provide an estimate of the realizable value of the satellite dishes.
- u. As of the time this memo was finalized, we have not been contacted by a Company representative.

* * *

From: [Bobby Kofman](#)
To: juchniewicz@juch-tech.com
Cc: [Stam, Jennifer](#); [Jonathan Joffe](#)
Subject: RE: Juch-Tech Inc. (the "Company")
Date: December 9, 2020 4:12:00 PM
Importance: High

Dear Mr. Juchniewicz,

Further to my email below, please note that we have entered the trailer and copied all computers. We will not review any records that do not belong to the Company without further order of the Court. We have taken the hard drives from certain aged desktop computers. Once those have been imaged, they will be returned.

Regards,

Bobby

Bobby Kofman
[KSV Advisory Inc.](#)
(o) 416.932.6228
(c) 647.282.6228
bkofman@ksvadvisory.com

From: Bobby Kofman
Sent: December 9, 2020 3:36 PM
To: juchniewicz@juch-tech.com
Cc: Stam, Jennifer <jennifer.stam@nortonrosefulbright.com>
Subject: Juch-Tech Inc. (the "Company")

Dear Mr. Juchniewicz,

As you have learned by now, KSV Restructuring Inc. was appointed the receiver (the "Receiver") of the Company pursuant to an order of the Ontario Superior Court of Justice (the "Court") issued this morning (the "Receivership Order"). A copy of the Receivership Order is attached. The Receiver would like to meet with you as soon as possible to discuss the purpose of the receivership and to obtain background information concerning the Company. Representatives of the Receiver attended at the Company earlier today and have made efforts to contact you, including through an individual who was on site at the 10th Road location in Stoney Creek (the "Site"). The Receiver's representatives were told that you would not agree to meet them and that you directed that they be told to leave the Site. Please note that the Receiver intends to enter the Company's trailer on Site and will be changing the locks to the trailer. Please contact me if you wish to arrange to obtain a copy of the key. We would be pleased to accommodate that. Kindly also note that until the Receiver has had the opportunity to conduct the investigation contemplated by the Receivership Order, no property or assets are to be removed from the Site. Security patrols and other procedures

have been implemented in respect of the property on Site.

I can be reached at any time at the numbers below.

Regards,

Bobby Kofman

Bobby Kofman
President and Managing Director

T 416.932.6228
C 647.282.6228

KSV Advisory Inc.
150 King Street West
Suite 2308, Box 42
Toronto, Ontario, M5H 1J9

bkofman@ksvadvisory.com
www.ksvadvisory.com

Paul Manning (police officer)

Paul Manning, pseudonyms 'Paul Wright' and the 'Englishman' (born September 21, 1973), is a former Hamilton Police Service officer (Ontario, Canada), Metropolitan Police Service officer (London, UK) and Royal Military Police officer (UK) who worked undercover in an Ontario Provincial Police and Hamilton Police Service joint task force for 18 months, successfully infiltrating the Musitano crime family, Papalia crime family and the Hamilton chapter of Hells Angels.

Manning alleges he was sold out by other serving officers affiliated with organized criminals while working undercover and that an attempt was made on his life by members of the Front Lines Bloods. He further alleges years of police corruption and cover-ups, most of which remain unproven or uninvestigated.

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Paul Manning



Manning undercover in Hamilton, circa 2006

Born	21 September 1973 <u>Accrington, England</u>
Other names	'Paul Wright', 'The Englishman'

Biography

Manning was born in Accrington, Lancashire, UK, on September 21, 1973, attending Rhyddings High School. In 1993 he joined the Royal Military Police and the Metropolitan Police Service around 1998, immigrating to Canada in 2005, joining Hamilton Police Service sometime in summer 2005.

Project Scopa

Manning was recruited to work undercover because of his previous, extensive undercover experience and he was a recent immigrant to Canada, therefore an unknown.

Manning's assignment was to infiltrate the James St North area of Hamilton, a tight-knit community of both residential properties and small businesses with strong Italian and Portuguese influences. Traditional organized crime has, and still continues to maintain a grip over the small community. Manning was to penetrate through deception, this historically difficult and extremely dangerous crime group. He was to gather evidence on offences for future prosecution, in an attempt to disrupt and dissuade further criminal activity.

Manning spent over a year living in the community, engaging in criminal acts. His cover was consistently tested; he was the victim of an attempted murder and would be subjected to mock executions in an attempt to ascertain if he was an undercover police officer. In late 2006 the operation was compromised due to an intelligence breach suffered by the Ontario Provincial Police.

In a \$6.75 million lawsuit filed by Manning and his wife, Sabina Manning, Manning alleges he was sold out by other Hamilton Police Service officers, and that the operation was intentionally compromised to disguise that fact. He describes the uncovering and reporting of years of criminality on the part of serving and retired officers.

Aftermath

In the lawsuit Manning details his years of battling mental illness because of the assault and not only the lack of assistance from his senior management team, but their continued bullying of an officer turned whistleblower.

Manning was subsequently diagnosed with post traumatic stress disorder ^[1] related to the attempted murder.

On May 28, 2016, a story,^[2] which mentions Manning's lawsuit, was published by *The Hamilton Spectator* indicating criminality on the part of a senior investigator at Hamilton Police Service, who subsequently killed himself. This investigator is not only mentioned in Manning's lawsuit, but the story somewhat corroborates what Manning alleges and directly accuses senior management at Hamilton Police Service of covering up wrongdoing.

On February 14, 2019 the City of Hamilton were ordered to pay Manning \$20,000 because of unnecessary delays in a lawsuit the officer brought against the Hamilton Police Services Board and former Chief Glenn De Caire. The amount awarded Manning and his wife, Sabina, was to cover court costs and as a deterrent to the city against any further delays.^[3]

On September 17, 2019 the City of Hamilton were order to pay Manning a further \$40,000 because of additional delays in the same lawsuit. Ontario Superior Court Master P. Tamara Sugunasiri took the unusual step of striking the defendants defence, meaning the Hamilton Police Service Board and Glenn DeCaire lost their right to keep defending this action. In her ruling Sugunasiri added: "The continued failure to respect the process, the rules and opposing counsel's time and efforts is unacceptable and rises to the level of bringing the administration of justice into disrepute." ^[4]

The lawsuit was filed September 2015 and is still pending.

Ottawa Recordings

Sometime during the week of July 23, 2018 Manning began uploading audio recordings to YouTube that claimed to be of Ottawa Police Association president Matthew Skof accusing Eli El-Chantiry, the Ottawa Police Service Board chair of being involved in organized crime. On July 23, 2018 Chief Charles Bordeleau initiated a Chief's complaint asking the Ontario Provincial Police to investigate the content of the recordings.^[5]

Skof at first denied it was him talking in the recordings, but on July 30, 2018 retracted his denial and admitted it was his voice on the recordings.^[6]

Manning then uploaded a further recording in which Skof alleged members of the Ottawa Police Service senior management team had tried to obstruct justice in a prior Ontario Provincial Police investigation.

On September 27, 2018 Bordeleau instructed law firm Caza Saikaley LLP to request a mandatory injunction ordering Manning to "cease the dissemination and broadcast of any video and audio recordings which implicate the privacy interests of, and negatively impact the OPS and its members."

Manning claimed to the *Ottawa Citizen* that it "is a badly veiled attempt to hide tapes from the public of one of their own members alleging criminal wrongdoing against senior management and others."^[7]

The recordings were removed from social media, and on November 7, 2018 a 'Notice of Discontinuance' was filed with the courts.

On January 22, 2019 Matthew Skof was arrested by the Ontario Provincial Police and charged with multiple counts of Criminal Breach of Trust and Obstruction of Justice.^[8]

Theories

In an April 30, 2019 interview with *The Buffalo News*, Manning claimed the FBI assertion that the Mafia no longer had an active presence in Buffalo, NY was wrong. After a spate of Mafia murders in Canada, Manning asserted "There's a massive power play underway and it's tied to Buffalo." Adding he believed Dominic Violi, son of the late Mafia Boss Paulo Violi, was an "underboss" in the Buffalo Crime Family.^[9]

In a December 17, 2019 interview with ABC's 7 Eyewitness News, Manning claimed recent Homeland Security and FBI raids were tied directly into Italian Organized Crime and Transnational Organized Crime.^[10]

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Appendix “F”

Jonathan Joffe

From: Jonathan Joffe
Sent: December 11, 2020 11:47 AM
To: Walt Juchniewicz
Cc: fsulley@torkinmanes.com; Colleen Wicken; John Milnes; Paul Manning; Bobby Kofman (bkofman@ksvadvisory.com); Jordan Wong; Stam, Jennifer
Subject: RE: Juch-Tech Inc. Receivership

Mr. Juchniewicz,

Thank you for your response.

One of my colleagues, Jordan Wong, will be on site today at noon and you can meet with him to arrange access to the trailer.

The site is currently under 24 security surveillance and a guard will be on site today when you attend. No assets are to be removed from the site without prior our approval.

We expect to be back in court early next week to update the court. We will provide you with a copy of the materials. Please note that we do not agree with your email below. We look forward to hearing from your lawyer and we are available to speak with you at any time.

Thank you,
Jonathan

Jonathan Joffe
KSV Advisory Inc.
(o) 416 932 6253
(c) 416 274 4526
jjoffe@ksvadvisory.com

From: Walt Juchniewicz [mailto:juchniewicz@juch-tech.com]
Sent: December 11, 2020 10:58 AM
To: Jonathan Joffe <jjoffe@ksvadvisory.com>
Cc: fsulley@torkinmanes.com; Colleen Wicken <colleenwicken@yahoo.ca>; John Milnes <jmilnes616@aol.com>; Paul Manning <pmanning1973@gmail.com>
Subject: Re: Juch-Tech Inc. Receivership

Jonathan

Please be advised that Warren Hagan has not been with the company in almost 4 years.

I am in the process of retaining legal counsel to address the illegal trespass, break in and seizure of The Hamilton Teleport Ltd property. 600 Tenth Road East, (Stoney Creek) Hamilton, Ontario, L8J 2X5

I have appointed Colleen Wicken as the designated representative of Juch-Tech Inc.(the Company) to deal with you, KSA advisory. She is copied on this email and will available 10 am, Monday December 14, 2020.

I will be there around noon to service the generators and feed the cat that is in the building that your people broke into.

On Thu, Dec 10, 2020 at 11:26 AM Jonathan Joffe <jjoffe@ksvadvisory.com> wrote:

Warren,

On December 9, 2020, Juch-Tech Inc. was placed in receivership and KSV Restructuring Inc. was appointed receiver. We have been trying to contact Walter Juchniewicz in order to provide him with a copy of the receivership order and to discuss the receivership with him. We have been advised that he is aware that the receivership order was issued. We request that you advise Mr. Juchniewicz to contact us at his earliest opportunity, and by no later than the end of the day today.

Thank you,

Jonathan

Jonathan Joffe

Senior Manager

(o) 416 932 6253

(c) 416 274 4526

(f) 416 932 6266

KSV Advisory Inc.

150 King Street West
Suite 2308, Box 42
Toronto, Ontario, M5H 1J9

jjoffe@ksvadvisory.com

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Warmest regards,



W.B. Walt Juchniewicz

Chairman | Juch-Tech Inc.

P : + 1 905 573 9449 x 7575

C : + 1 905 577 2431

F: + 1 905 575 4157

50 Green Mountain Rd. W.
Hamilton, Ontario, Canada.

www.juch-tech.com

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Appendix “G”

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 Luxemburg 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):



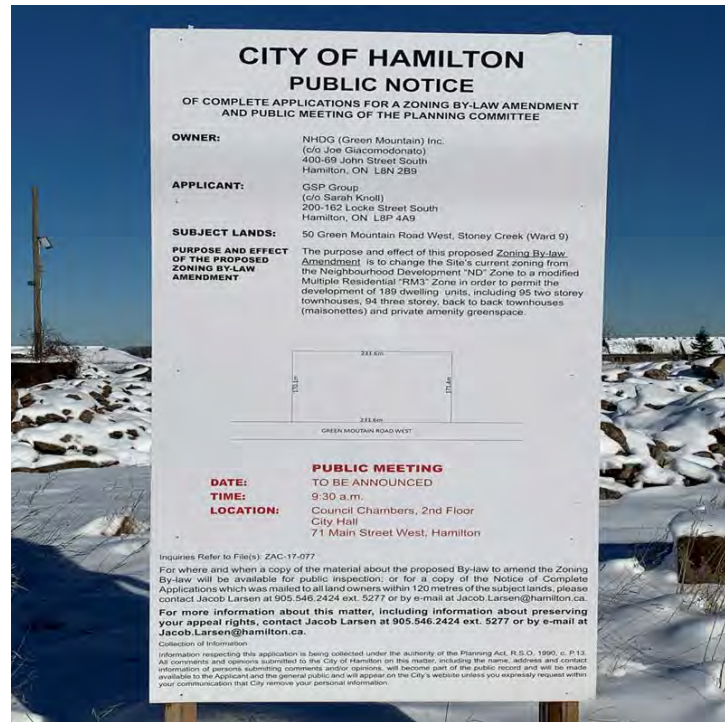
June 2019 (aerial view):



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.

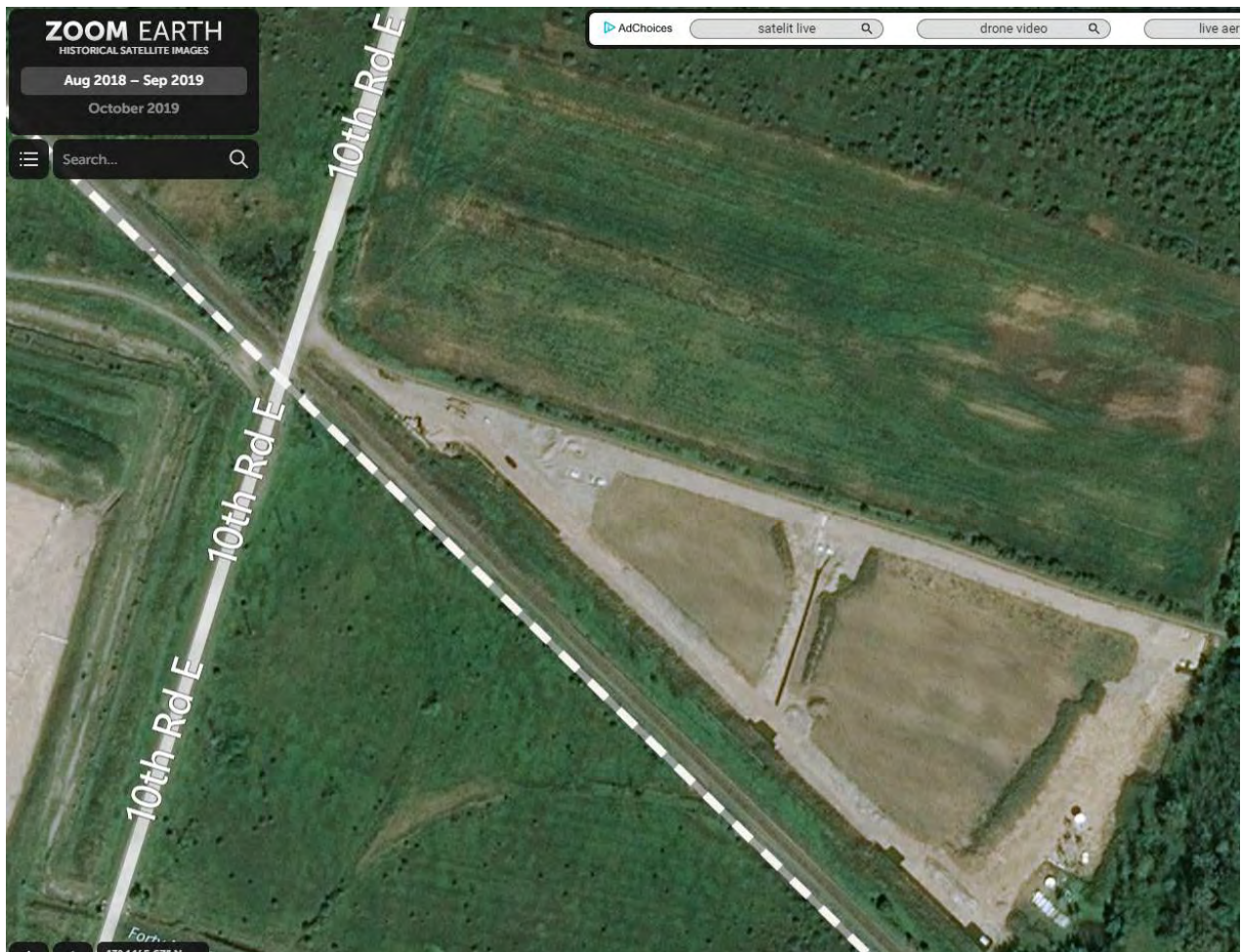


31. Based on this information, it appears that Juch-Tech has ceased operating at the Green Mountain Property and has moved its satellites and other assets that form part of the Collateral to the 10th Road Property. I am advised by Mr. Stidwill at Osler and believe that Osler obtained a title search for 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