

**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**

**SECOND REPORT OF KSV RESTRUCTURING INC. AS RECEIVER OF
THE PROPERTY, ASSETS AND UNDERTAKING OF JUCH-TECH INC.**

January 14, 2021



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

January 14, 2021

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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

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

JANUARY 14, 2021

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 present 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. Pursuant to the Receivership Order, the Receiver is required to provide the Court with an update by January 15, 2021. This Report provides that update.

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. Włodzimierz Juchniewicz ("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 600 10th Road East, Stoney Creek, Ontario (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. The Receiver has identified several companies related to the Company, certain of which carry on an undetermined but apparently insignificant amount of business activity from the 10th Road Property. The related companies are The Hamilton Teleport Ltd. ("Hamilton Teleport"), Neutral Skies Inc. ("Neutral Skies"), Net Neutral Inc. ("Net Neutral") and Telenap Canada Corp. ("Telenap" and together with Hamilton Teleport, Neutral Skies and Net Neutral, the "Related Parties").
5. 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.
6. 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 Hamilton Teleport. The amount owing to Hamilton Teleport, if any, is unknown and the validity and enforceability of its security has not been determined. Juchniewicz has not provided any evidence of a debt owing from the Company to Hamilton Teleport.
7. Based on the Receiver's findings, the Company appears to be largely inactive, with the exception of providing satellite services to a handful of customers, three of which wrote to the Receiver on January 4, 2021. It appears that the revenue generated from these customers is insignificant, although the Receiver is continuing to investigate the Company's dealings with these parties.

2.1 Related Companies

1. The table below provides a summary of the Company and the Related Parties. The information in the table was assembled by New Skies' legal counsel, Osler, Hoskin & Harcourt LLP ("Osler"), and by KSV prior to its appointment as Receiver.
2. For the purpose of conducting the investigation contemplated by the Receivership Order, "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.

	Company	Hamilton Teleport	Neutral Skies	Net Neutral	Telenap Canada Corp.
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				
Principals ⁴	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 (Green Mountain) Inc. ("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.

3.0 Activities and Findings

3.1 KSV's Pre-Filing Activities and Findings

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 its physical attendance at the Green Mountain Property and the 10th Road Property. A copy of the Pre-Filing Report is provided in Appendix "B". A high-level summary of the findings in the Pre-Filing Report is provided below:
 - a. multiple satellite dishes previously located at the 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.

The Receiver notes that the Company has not disputed any of the findings in its prior reports to Court.

3.2 Receiver's Preliminary Activities and Findings

1. The Receiver filed a report dated December 14, 2020 (the "First Report") summarizing its activities and findings in the first five days of these proceedings. A copy of the First Report (without appendices) is provided in Appendix "C". A high-level summary of the findings in the First Report is provided below:
 - a. as of the date of the First Report, the Company's representatives did not cooperate with the Receiver;
 - b. the Receiver attended at the 10th Road Property immediately following its appointment and noted it was disorganized, with assets strewn around the site;
 - c. the Receiver accessed only one of many trailers on the 10th Road Property and was unable to locate the Company's books and records in that trailer other than certain miscellaneous documents;
 - d. several computers were located in the trailer accessed by the Receiver, all of which have been imaged by the Receiver. The Receiver was told by individuals on site that the Company operated from this trailer;

- e. 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;
- f. following its appointment, the Receiver and its counsel made multiple attempts to contact Juchniewicz. On December 11, 2020 Juchniewicz emailed the Receiver stating that he was 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;
- g. the Receiver attended at the 10th Road Property on December 11, 2020 with an appraiser (the "Appraiser") so that the Receiver could obtain an estimate of the net realizable value of the assets at the 10th Road Property. While on site, Juchniewicz advised the Receiver's representative that such representative was trespassing. Additionally, access to certain trailers and containers was restricted by Juchniewicz; and
- h. as of December 14, 2020, a security guard engaged by the Receiver to monitor the 10th Road Property on a full-time basis⁵ advised the Receiver that there had been essentially no activity on site since the date of the receivership.

3.3 December 15th Motion

1. On December 14, 2020, the Receiver filed the First Report, which was filed largely due to the lack of cooperation from the Company's representatives following the issuance of the Receivership Order. The First Report included the recommendations that:
 - a. Juchniewicz be directed to forthwith provide the Receiver with access to the books and records of the Company and the Related Parties;
 - b. Juchniewicz be directed to provide to the Receiver 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 be removed from the 10th Road Property without the consent of the Receiver or further order of the Court;
 - d. the Receiver be 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; and
 - e. Juchniewicz be directed to remove or make care arrangements for the cat living in the trailer.

⁵ The security guard was also tending to the cat living in the trailer.

2. At the December 15, 2020 Court hearing, Torkin Manes LLP (“Torkin Manes”), counsel to the Related Parties and Juchniewicz, *inter alia*, indicated Juchniewicz’s willingness to cooperate with the Receiver, objected to the manner in which the receivership had been carried out to date, denied the Receiver’s allegations regarding a lack of cooperation by Juchniewicz and sought an adjournment to respond.
3. In response to the motion, Madam Justice Gilmore issued an endorsement (the “December 15th Endorsement”), *inter alia*, (i) preserving the status quo; and (ii) requiring the Company to file responding materials by December 17, 2020 in the event a motion was required. A copy of the December 15th Endorsement is attached to this Report as Appendix “D”.
4. Following the December 15th Court attendance, the Receiver’s counsel, Norton Rose Fulbright Canada LLP, engaged with Torkin Manes and settled a proposed endorsement regarding the conduct of the receivership (the “December 17th Endorsement”). A copy of the December 17th Endorsement signed by Madam Justice Gilmore is provided in Appendix “E”. Pursuant to the December 17th Endorsement, Juchniewicz will cooperate with the Receiver, including providing Property ownership evidence to the Receiver, no Property is to be removed from the 10th Road Property without the consent of the Receiver or the Court, the Receiver is granted the authority to review the books and records of the Related Parties, and Juchniewicz is to take possession of the cat living in the trailer.

3.4 Meeting with the Company at the 10th Road Property

1. On December 16, 2020 (the “December 16th Meeting”), the Receiver met with representatives of the Company, including Juchniewicz, his daughter Nicole, the Company’s bookkeeper since August 2017 (“Nicole”), and Colleen Wicken (“Colleen” and collectively with Juchniewicz and Nicole, the “Representatives”).
2. During the December 16th Meeting, Juchniewicz returned documents previously removed from the 10th Road Property. The Receiver also returned the hard drives that were temporarily removed on December 9, 2020 by the Receiver for imaging purposes.
3. Prior to the meeting, Juchniewicz had arranged for the cat to be removed from the trailer. It is no longer living there.
4. Juchniewicz provided the Receiver with the following summary of the Company’s history:
 - a. the Company’s indebtedness to New Skies became unmanageable following the dramatic decline of the Company’s business. By 2018, the Company only had two remaining customers. Juchniewicz attributed the decline primarily to the emergence of fibre technology as a replacement for the Company’s satellite internet market in Africa; and (ii) significant currency fluctuations in Africa leaving customers unable to satisfy their US dollar denominated obligations to the Company;

- b. the Company no longer uses New Skies' satellites as their remaining customers do not require their use. The Receiver is not aware of the date that the Company discontinued using New Skies' services;
 - c. Hamilton Teleport is a real estate holding company which owns the 10th Road Property. Hamilton Teleport purchased the 10th Road Property in 2017 for \$60,000. The Company does not have a lease for its use of the 10th Road Property, nor does it pay any rent to Hamilton Teleport;
 - d. Hamilton Teleport sold the Green Mountain Property to NHDG in 2016 for proceeds of approximately \$6 million. Approximately \$1 million of these proceeds remains in escrow pending the outcome of litigation in relation to a rock removal study completed at the Green Mountain Property;
 - e. Net Neutral is a data storage provider offering fibre network-based storage using portable container pods. The 10th Road Property is primarily intended to operate the Net Neutral business;
 - f. Telenap is a dormant internet exchange business that has never operated;
 - g. Neutral Skies is an internet service provider that was established to offer internet services to indigenous people in the Canadian arctic and is currently dormant; and
 - h. each of the Related Parties is affiliated through common ownership and the Company does not have an ownership interest in any of the Related Parties⁶.
5. Juchniewicz told the Receiver to direct its financial questions to the Company's external accountant, John Milnes ("Milnes"). The Company's most recent financial statements are for 2017 and they were prepared on a notice to reader basis; such financial statements provide essentially no level of assurance regarding their accuracy and completeness.
6. During a site tour with Juchniewicz to review the assets on site, Juchniewicz identified several assets which he said are not owned by the Company. He suggested that these assets are owned by Related Parties, Company customers, service providers to the Company, service providers to Related Parties, lessors, and by him personally. The Receiver advised Juchniewicz that he would be required to provide evidence of ownership in respect of the alleged non-Company assets. Evidence provided to-date is discussed further in Section 3.5(4) below.

⁶ The Receiver notes that during its searches conducted prior to the Receivership, a letter from the Company to Industry Canada dated April 16, 2009 notes that the Company is "the owner and operator of Hamilton Teleport". Accordingly, the Receiver has presented Hamilton Teleport as a subsidiary of the Company in the summary chart in Section 2.1 of this Report. A copy of the Company's letter to Industry Canada is attached to this Report as Appendix "F".

7. The Representatives provided the Receiver with access to the locked trailers and containers which had been inaccessible to the Receiver during its attendances on December 9 and 11, 2020 at the 10th Road Property. Three containers appeared to be in regular use and stored tools, equipment for an on-site generator and computer server hardware. Juchniewicz identified the server equipment as being owned by a vendor to Net Neutral. The balance of the trailers and containers were generally disorganized and contained, *inter alia*, satellite parts, tools, construction supplies, filing cabinets with old records and the racking and hardware from a decommissioned operations center. Juchniewicz noted that he had not been inside many of the shipping containers for at least a year and was unsure of their contents.

3.5 Receiver's Review of Asset Ownership

1. As previously noted, the Property located at the 10th Road Property is largely disorganized. It is not possible to discern ownership of the assets without supporting documentation. A primary purpose of the December 17th Endorsement, *inter alia*, was to require the Company to provide evidence of the ownership of the Property to the Receiver.
2. Following the December 16th Meeting, the Receiver sent a letter to Juchniewicz dated December 24, 2020 (the "December 24th Letter") requesting that he provide evidence of the ownership of Property located at the 10th Road Property in accordance with the December 17th Endorsement. The December 24th Letter also advised Juchniewicz that the full-time security guard would be replaced with remote monitoring. A copy of the December 24th Letter is attached to this Report as Appendix "G". The responses to this letter are detailed in Section 3.5(4), below.
3. On December 29, 2020, the Receiver and the Appraiser returned to the 10th Road Property to review the assets that were not accessible during the Appraiser's first site visit on December 11, 2020, including the previously locked trailers and containers. Based on the Appraiser's preliminary estimates, the forced liquidation value of the Property appears insignificant.
4. As referenced in Section 2.0(7) above, on January 4, 2021, the Receiver received the following correspondence, which the Receiver is investigating:
 - a. letters from three of the Company's customers, Electronic Centre Limited ("ECL"), X-Star LLC ("X-Star"), and Aanakwad Inc. ("Aanakwad" and together with ECL and X-Star, the "Customers"):
 - i. each of the Customers indicated they had ownership interests in, or similar claims to, certain of the assets located at the 10th Road Property;
 - ii. ECL noted that it is reliant on the Company's services to provide Satellite Broadcast Services for the House of Assembly for Newfoundland and Labrador and requested that services continue until alternate arrangements could be made;

- iii. X-Star noted that it provides services to the United States Department of Defence and other allied governments. X-Star emphasized that it is reliant on the Company's services in order to fulfill its short-lead time services and requested services be continued; and
 - iv. Aanakwad noted that it has an oral agreement with the Company and "companies affiliated or associated with" the Company for the co-location of equipment and services. Aanakwad further asserted an ongoing obligation of the Company (and "companies affiliated or associated with" the Company) to ensure the Aanakwad Equipment remains on the 10th Road Property, connected to the on-site fibre optic infrastructure and available for Aanakwad's exclusive use.
- b. an email from Nicole providing some documentation in respect of the purported ownership of certain assets located at the 10th Road Property which Juchniewicz asserts are not owned by the Company, including:
- i. a Telehandler (leased by Hamilton Teleport);
 - ii. two Bobcats (owned by Hamilton Teleport);
 - iii. six shipping containers (owned by Juchniewicz and/or his wife);
 - iv. a large metal tank and three shipping containers (owned by New North Networks Limited, a supplier);
 - v. a towing trailer (owned by Armour Steel, a supplier); and
 - vi. a boat trailer (owned by Margaret Kesler, a friend of Juchniewicz).
5. The Receiver is reviewing the ownership documentation provided in Nicole's email. Based on the Receiver's preliminary review, the evidence suggests that certain of these assets are owned by third parties and, in any event, they have nominal realizable value. On January 4, 2021, the Receiver emailed Juchniewicz (the "January 4th Email") regarding the Customer letters and requested that Juchniewicz provide further details in relation to the Customers, including:
- a. revenues earned from each of the Customers;
 - b. confirmation of the bank account where receipts from the Customers are deposited;
 - c. accounts receivable owing from the Customers;
 - d. costs associated with providing the services to the Customers (and funding sources); and
 - e. individuals providing these services.

6. The Receiver sent Juchniewicz a follow-up email on January 7, 2021 and received a response from Nicole on January 8, 2021 indicating, *inter alia*, that the Receiver had already imaged a copy of the computer where the files containing the requested information was saved. The Receiver is currently corresponding with Nicole to understand which files from the Company's imaged computers should be reviewed in respect of these enquiries.
7. On January 8, 2021, the Receiver received a letter from Sonics Inc. ("Sonics") claiming ownership of unidentified material and equipment in storage with the Company. The Receiver responded to Sonics requesting a list of the equipment being claimed and asking for further details regarding Sonics' relationship with the Company.
8. As at the date of this Report, the Receiver continues to review documentation provided by the Company and received from its customers in relation to ownership of the Property.

3.6 Receiver's Review of Other Books and Records

1. The Receiver's review of books and records is also ongoing. The Receiver has not received any financial statements for recent years, financial statements have never been audited and general ledger entries in the Company's QuickBooks do not appear to be current.

3.6.1 External Accountant

1. On December 17, 2020, the Receiver spoke with Milnes, the external accountant, and requested, *inter alia*, copies of the Company's financial statements and tax returns, the Related Parties' financial statements and tax returns and any documentation available that provides evidence of the ownership of the Property.
2. As at the date of this Report, Mr. Milnes has provided the Receiver with copies of Hamilton Teleport's 2016 unaudited financial statements, Hamilton Teleport's 2016 tax return, the Company's 2017 unaudited financial statements and the Company's 2016 and 2017 tax returns. Mr. Milnes noted that the Company's annual financial statements have not been completed since 2017 and that the most recent tax return filed by the Company was in 2018. The Receiver has requested that Mr. Milnes provide a copy of the Company's 2018 tax return.

3.6.2 Electronic Records

1. The Receiver has been reviewing the Company's accounting records maintained in QuickBooks. Based on a preliminary review, the records do not appear to have been kept current. Specifically, the Receiver noted that the general ledger balances for the Company's TD bank accounts do not reconcile to their respective bank account statements. Additionally, the Receiver noted the Green Mountain property was still recorded on Hamilton Teleport's balance sheet.
2. All electronic records imaged by the Receiver are currently in the process of being prepared into a searchable database. The Receiver will be applying keyword-based search terms to review the electronic records further.

3.6.3 Bank Records

1. TD has provided the Receiver with copies of the Company's bank statements and cancelled cheques in relation to the Company's three accounts maintained at TD (the "TD Statements"). The Receiver is in the process of reviewing these documents in conjunction with the general ledger records obtained from the Company's computers.
2. The Receiver's imaged backups of the Company's computers included electronic bank statements for five bank accounts maintained at Scotiabank by the Related Parties (the "Scotia Statements"), including:
 - a. statements related to a Net Neutral account covering the period January 2019 through November 2020;
 - b. statements related to two Neutral Skies accounts, each covering the period September 2017 through November 2020; and
 - c. statements related to two Hamilton Teleport accounts, each covering the period May 2018 through November 2020.
3. Based on the Receiver's preliminary review, activity in the TD Statements and Scotia Statements, for all accounts, has been limited during the last two years. Nicole advised the Receiver that the TD Statements and Scotia Statements cover all bank accounts held by the Company and the Related Parties.

4.0 Conclusion

1. As the Receiver only recently received certain of the financial information it requires, and further information is likely to be required, the Receiver intends to complete its investigation before it makes a recommendation concerning the next steps in these proceedings, including the potential disposition of some or all of the asset located at the 10th Road Property. The Receiver will file a further Report to Court upon completion of its review. In the meantime, the Company has full access to the 10th Road Property, which continues to be monitored by the Receiver.

* * *

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. - and - JUCH – TECH INC.

Applicant

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

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

Appendix “B”



**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 Giacomodonato)
400-89 John Street South
Hamilton, ON L8N 2S9

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 (maloanettes) and private amenity greenspace.

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

Inquiries Refer to File(s): ZAC-17-077

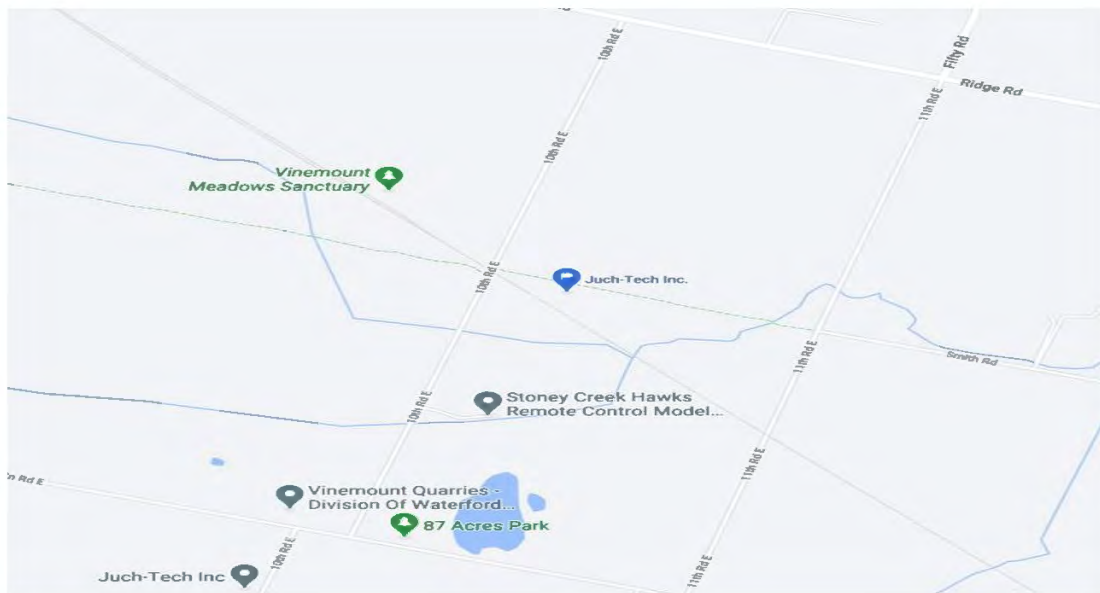
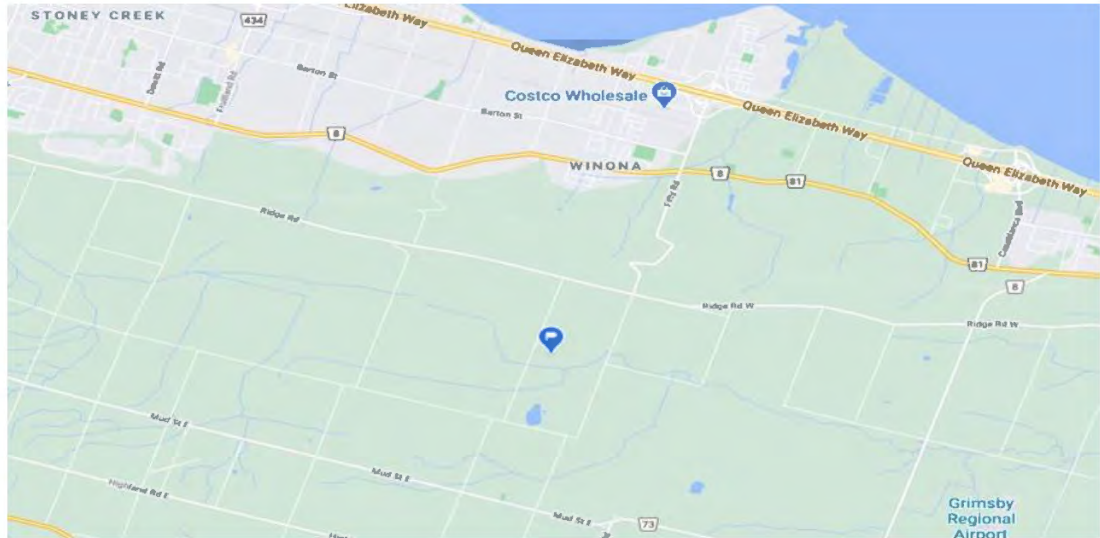
For where and when a copy of the material about the proposed By-law to amend the Zoning By-law will be available for public inspection; or for a copy of the Notice of Complete Applications which was mailed to all land owners within 120 metres of the subject lands, please contact Jacob Larsen at 905.646.2424 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 905.646.2424 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. R.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.

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
K3 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 “C”



**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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Appendices

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Internet web page with address of Telenap Canada Corp.	C
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Emails between the Receiver and Mr. Juchniewicz dated December 11, 2020	F
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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				
Principals ⁴	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.,
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 “D”

Endorsement of Madam Justice Gilmore dated December 15, 2020

From: Gilmore, Madam Justice Cory (SCJ)

Sent: December 15, 2020 1:49 PM

To: Irving, Shawn <S.Irving@osler.com>; Sandler, Tracy <TSandler@osler.com>; Malik, Waleed <WMalik@osler.com>; Jordan Wong <Jwong@ksvadvisory.com>; Bobby Kofman <bkofman@ksvadvisory.com>; S. Fay Sulley <fsulley@torkinmanes.com>

Cc:

Subject: New Skies Satellites B.V. v. Juch-Tech Inc. - Court File No. CV-20-00652759-00CL

Counsel: see my Endorsement below.

Endorsement of Gilmore, J.

This matter came before me on December 9, 2020 as a confidential Receivership Application. I granted an Order which gave the Receiver limited powers. As a result of allegations by the Receiver with respect to the lack of cooperation by the Debtor, the Receiver has brought a further motion returnable today seeking an expansion of its powers.

The Receiver submits they are not seeking extraordinary relief given the lack of engagement by the Debtor over the last 12 months and since the Appointment Order was made. Further, there are concerns that the Debtor has removed assets and collateral from the property and commingled certain other assets. There also bins and trailers that are padlocked to which the Receiver has not been able to gain access. The Receiver alleges that the response from the Debtor has been aggressive and unhelpful with respect to the Receiver carrying out the terms of the December 9, 2020 Order.

Ms. Sulley has been retained by the related parties and Mr. Juchniewicz. While she does not object to the Receivership, she objects to the manner in which the receivership has been carried out. She denies the Receiver's allegations and seeks an adjournment to respond.

Fortunately, despite the differences of the parties in terms of events since the making of the Appointment Order, Ms. Sulley acknowledged a willingness to cooperate and indicated that books and records of the Debtor can be put together and delivered by December 31, 2020.

Ms. Sulley's client should have a brief opportunity to respond, however, I am hopeful given Ms. Sulley's submissions today that an agreement can be worked out between now and Friday with respect to the Debtor's overall cooperation, otherwise the motion will proceed.

Given all of the above, I make the following order:

1. The matter will return before me on December 18, 2020 at 2:00 p.m. for one hour.
2. Ms. Sulley may file her responding material by 10:00 a.m. on December 17, 2020.
3. The status quo shall be preserved and any assets or collateral removed from the property on or after December 9, 2020 shall be forthwith returned.
4. The Receiver to ensure that the property remains accessible so long as assets or collateral are not being removed.
5. Ms. Sulley to forthwith provide a written proposal regarding delivery of books and records of the Debtor.

I see that Mr. Malik has already delivered a Zoom invite for Friday with the Receiver's motion materials. Ms. Sulley to upload her materials to the sync.com link if the matter is not otherwise resolved.

December 15, 2020

A handwritten signature in black ink, appearing to read "C. Gilmore J.", is written over a light blue circular stamp.

Madam Justice Cory A. Gilmore
Ontario Superior Court of Justice
361 University Avenue
4th Floor
Toronto, Ontario
M5G 1T3

Appendix “E”

Endorsement of Gilmore, J.

The parties have agreed to proposed terms of an adjournment of this motion.

Mr. Juchniewicz, for himself and as principal of the Debtor and The Hamilton Teleport Ltd., Net-Neutral Inc., Neutral Skies Inc., and Telenap Canada Corp. (collectively, the “**Related Parties**”) has agreed to immediately cooperate (and cause his employees and representatives to cooperate) with the Receiver to provide the Receiver with all such information, including books and records and all computers, as the Receiver may request, in order for it to conduct its investigation, regardless of the location of such books, records and computers. This cooperation shall include, without limitation, providing access to existing information and evidence of ownership of all of the property of the Debtor as well as the Related Parties (the “**Property**”) and, where available, evidence of funds used to purchase such property, as well as access to all trailers and other containers located at the 10th Road Property and elsewhere, as the case may be. The Related Parties shall also provide continued access to all containers, trailers and computers located at the 10th Road Property (and elsewhere, as the case may be) and any such items located at the registered address for the Debtor.

Until such time as the Receiver may make determinations as to the ownership and rights in the Property, neither Mr. Juchniewicz nor any of his employees or representatives shall remove any Property from the 10th Road Property (and elsewhere) without the consent of the Receiver, acting reasonably, or Order of the Court.

While on meeting at any location, the Receiver and any of its representatives, Mr. Juchniewicz and all employees and representatives of the Debtor and Related parties agree they will adhere to appropriate protocols in respect of the Covid-19 pandemic.

The Receiver shall be permitted to make images of any computer records of the Debtor and the Related Parties and may review such images. The Receiver shall also be entitled to copy any of the books and records of the Debtor and the Related Parties as the Receiver believes is reasonably necessary to carry out its duties as Receiver. The Receiver shall return to Mr. Juchniewicz any electronic data it images immediately following completion of the imaging process. The Receiver shall also return to Mr. Juchniewicz the originals of any books and records it copies immediately following the copying of those materials. The Receiver agrees that, where Related Party information is identified by Mr. Juchniewicz or his representatives as confidential, the Receiver will keep such Related Party information confidential absent consent of the applicable Related Party, acting reasonably, or Order of the Court.

Mr. Juchniewicz shall take possession of the cat living in a trailer at the 10th Road Property. During the receivership there shall be no house pets living on that property. The parties may request a further conference or scheduling appointment before me if required.

A handwritten signature in blue ink, appearing to read "C. Gilmore, J.", is located at the bottom center of the page.

Appendix “F”



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

April 16, 2009

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

Dear Mr. St.-Aubin:

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

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

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

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

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

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



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

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

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

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

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



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

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

Yours truly,

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

Appendix “G”

Jonathan Joffe

From: Jonathan Joffe
Sent: December 24, 2020 7:50 AM
To: Walt Juchniewicz
Cc: Bobby Kofman (bkofman@ksvadvisory.com); Stam, Jennifer
Subject: Juch Tech Inc.
Attachments: JTI - Letter to Juchniewicz - final.pdf

Walt,

Please see the attached letter. Please do not hesitate to contact me with any questions.

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
www.ksvadvisory.com



Jonathan Joffe
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Toronto, Ontario, M5H 1J9
T +1 416 932 6253
F +1 416 932 6266
jjoffe@ksvadvisory.com

ksvadvisory.com

December 24, 2020

DELIVERED BY EMAIL (juchniewicz@juch-tech.com)

Walter Juchniewicz
335 Greencedar Drive
Hamilton, Ontario L8J 3P8

Dear Mr. Juchniewicz:

Re: Juch – Tech Inc. (the “Company”)

As you know, KSV Restructuring Inc. (“KSV”) is the receiver (the “Receiver”) of the Company’s business and assets.

During our (Joffe/Wong/W. Juchniewicz/N. Juchniewicz/C. Wicken) meeting on December 16, 2020 at the Company’s premises located at 600 10th Road in Stoney Creek (the “10th Road Premises”), you identified multiple assets that you assert are not owned by the Company. This includes assets you identified as being owned by: (i) parties related to the Company; (ii) customers of the Company; (iii) service providers to the Company; (iv) service providers to parties related to the Company; (v) lessors; and (vi) personally.

The equipment you identified includes:

1. two of the operating satellite dishes;
2. the Bobcat;
3. the ride-on lawnmowers;
4. the Telehandler;
5. a towing trailer;
6. a boat trailer;
7. certain of the shipping containers (excluding contents);
8. three partially assembled satellite dishes;
9. certain server equipment located inside a shipping container;
10. a large metal tank; and
11. certain of the tools.

You have agreed to provide us with evidence of the ownership of all of the above property (and any other property to the extent requested by us), including any third-party interests in those assets, such as lessors and the Company’s customers.

You have also advised that certain assets were conveyed from the Company to The Hamilton Teleport Ltd. Please provide evidence of the conveyance, including any conveyancing documents, setting out the date of the conveyance and the consideration received by the Company. Kindly provide this information to us by no later than 5pm on January 4, 2021.

Additionally, it is our intention to discontinue full time security at the 10th Road Premises in the near future. We will continue to remotely monitor site activity and to conduct periodic site visits. As is presently the case, and until further notice from us, no assets or property owned by the Company or by the Related Parties (as that term is defined in the endorsement of Justice Gilmore dated December 17, 2020) are to be removed from the 10th Road Premises.

If you have any questions or concerns, please do not hesitate to contact the undersigned at 416-932-6253.

Thank you for your assistance.

Yours very truly,

**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**



Per: Jonathan Joffe

JJ:rk
c.c.: Jennifer Stam (Norton Rose Fulbright Canada LLP)

NEW SKIES SATELLITES B.V. and JUCH-TECH INC.

Applicant 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

Court File No.: CV-19-632106-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

**SECOND REPORT OF KSV RESTRUCTURING
INC. AS RECEIVER OF THE PROPERTY,
ASSETS AND UNDERTAKING OF
JUCH-TECH INC.**

January 14, 2021

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