



Telesat Canada  
1601 Telesat Court  
Gloucester, Ontario  
K1B 5P4

November 24, 2005

Ms. Diane Rhéaume  
Secretary General  
Canadian Radio-television and  
Telecommunications Commission  
Les Terrasses de la Chaudière  
1 Promenade du Portage  
Gatineau, Québec  
J8X 4B1

Dear Ms. Rhéaume,

**Re: Approval of the DIRECTV 2 DBS Special Facility Agreement**

1. With this letter and supporting documentation and pursuant to sections 25 and 27 of the *Telecommunications Act*, Telesat Canada (“Telesat” or “the Company”) is requesting approval of the attached Whole RF Channel Service Agreement DIRECTV 2 (the “Service Agreement”), including all the terms and conditions of facility provision set out therein. This Service Agreement with Bell ExpressVu Inc. (“Bell ExpressVu”) for the lease of all capacity on the DIRECTV 2 satellite is similar to the one approved by the CRTC (“the Commission”) in 2004 for lease of all capacity on the DIRECTV 3 satellite (subsequently renamed Nimiq 3),<sup>1</sup> and is intended for the same purpose, namely, to provide Bell ExpressVu with critical backup and restoral capacity for its Direct Broadcast Satellite (“DBS”) service in Canada. Given the critical nature of this backup capacity, Telesat requests expeditious approval of this Agreement to allow service commencement on or around 9 January 2006. In the event the Commission is not able to provide final approval in this timeframe, Telesat respectfully requests that interim approval be given to allow service to start by this date.

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<sup>1</sup> See Telecom Order CRTC 2004-232 (Interim Approval) and Telecom Order CRTC 2004-382 (Final Approval), issued 14 July 2004 and 17 November 2004 respectively.

2. Telesat would note at the outset that no new DBS capacity is being made available as a result of the Company's operation of DIRECTV 2 at a Canadian orbital location. Telesat is authorized by Industry Canada to use all 32 DBS frequencies at each of the 82° and 91° WL orbital positions and the Commission already approved the Nimiq 1 and Nimiq 2 transponder service agreements under which Telesat agreed to lease all capacity (i.e., the total 64 DBS frequencies) available at these orbital positions to Bell ExpressVu.<sup>2</sup>

3. However, as previously reported to the Commission, as a result of the power anomaly experienced in February 2003, the Nimiq 2 satellite can no longer provide its full complement of 32 DBS frequencies, nor provide complete backup for Bell ExpressVu's Nimiq 1 operations. Telesat's lease of Nimiq 3 partially addressed this situation. Nimiq 3 is currently co-located with Nimiq 1 at the 91° WL position and operated in high power mode in conjunction with certain of the transponders on Nimiq 1 to enhance Bell ExpressVu's Direct-to-Home ("DTH") service performance at this location, while at the same time remaining available for emergency backup should either Nimiq 1 or Nimiq 2 experience a malfunction. All 32 DBS frequencies at the 91° WL position are therefore currently being used by Bell ExpressVu, but not all of these frequencies are currently available using Nimiq 2 at the 82° WL position due to the power anomaly. Lease of DIRECTV 2 and its deployment with the Nimiq satellites will enable Bell ExpressVu to again have access to the full 32 DBS frequencies at both locations and to continue to enhance its DTH service performance by operating in certain of these frequencies in high-power mode. The pairing of the Nimiq and DIRECTV satellites will also mean that in-place satellite back-up and diversity is provided to Bell ExpressVu and its Canadian broadcasting customer base at both the 82° and 91° WL DBS positions.<sup>3</sup> Approval of the application will therefore contribute directly to the diverse public interest objectives of both the *Broadcasting* and *Telecommunications Acts*, and is therefore

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<sup>2</sup> See Telecom Order CRTC 97-1331 (Approval of the Nimiq 1 Transponder Agreements) and Telecom Order CRTC 2002-434 (Approval of the Nimiq 2 Transponder Agreements).

<sup>3</sup> Because of the specific operating characteristics and differing fuel life estimates of these four satellites, Telesat plans to co-locate DIRECTV 2 with Nimiq 1 at 91° WL and then re-locate Nimiq 3 to the 82° WL position where it will be co-located with Nimiq 2.

clearly warranted in the public interest and should be approved.

4. This application is organized as follows: section 1 provides a brief overview of the events leading up to the execution of the current Service Agreement; section 2 summarizes the salient features of the Agreement; and section 3 explains why approval of the Agreement is in the public interest. A confidentiality claim for certain information provided to the Commission with this application is set out in the final section.

5. The attachments to this application include confidential and abridged versions of the Service Agreement (Attachments 1 and 2 respectively), the confidential DIRECTV 2 DBS Economic Evaluation Study (Attachment 3), and the confidential Satellite Relocation & Lease Agreement entered into by Telesat with the U.S. service provider DIRECTV Enterprises, LLC (“DIRECTV”) for the DIRECTV 2 satellite (Attachment 4).

## **1. BACKGROUND**

6. Nimiq 1, Canada’s first DBS satellite, was successfully launched in May 1999, and went into commercial service delivering Bell ExpressVu’s DTH service to all regions of Canada in July 1999. However, it was known that a single-satellite solution would leave this customer and its Canadian customer base – now totaling nearly 1.7 million DTH subscription television customers – in a vulnerable position in the event of a satellite malfunction or failure.<sup>4</sup> These considerations led Telesat, in consultation with Bell ExpressVu, to launch and operate a second Canadian DBS satellite, Nimiq 2, at an adjacent Canadian DBS orbital position, to provide critical back-up and service expansion capacity for this customer.

7. Nimiq 2 was launched in December 2002 and went into service in early February 2003. However, later that same month, Nimiq 2 experienced a random, partial failure when one of its solar arrays failed, resulting in the immediate and permanent reduction in

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<sup>4</sup> Bell ExpressVu’s Satellite Relay Distribution Undertaking (“SRDU”) service is also delivered using the

the number of available transponders. Initially, through optimization of the thermal, power and payload systems, Telesat was able to restore most of the 32 DBS transponders on this satellite. This number has since fallen, with further reductions expected over the life of the satellite.

8. To mitigate this capacity shortage situation and to ensure full back-up for Bell ExpressVu's main DBS service at the 91° WL position, Telesat leased DIRECTV 3 (Nimiq 3), a spare DBS owned by DIRECTV. After receiving the requisite regulatory approvals, this satellite was co-located with Nimiq 1 at the 91° WL position. While remaining available for emergency backup for either Nimiq 1 or Nimiq 2, this satellite went into commercial service in August 2004, with all of its transponders operated in high-power mode in conjunction with certain transponders on Nimiq 1. As noted above, this has allowed Bell ExpressVu to utilize all 32 DBS frequencies at this location, with high-power mode operation of certain of the transponders enhancing service performance.

9. Telesat has now entered into an agreement with DIRECTV to lease a second spare DBS satellite, DIRECTV 2, from this service provider. This satellite is nearly identical to Nimiq 3 and is currently located at the U.S.-licensed 101° WL orbital position. On 18 October 2005, DIRECTV filed a request for Special Temporary Authority ("STA") with the U.S. Federal Communications Commission ("FCC") to re-locate DIRECTV 2 to the 91° WL Canadian-licensed position for Telesat's use, and to perform the necessary Tracking, Telemetry and Control ("TT&C") functions with that satellite during the relocation and until Telesat can take over these functions using its own facilities. The FCC placed this STA request on Public Notice on November 18, and its approval is expected before year end.

10. On 27 October 2005 Telesat filed an application with Industry Canada requesting permission to re-locate Nimiq 3 to the 82° WL position, where it would be co-located with Nimiq 2, and to operate DIRECTV 2 at the 91° WL position, where it would be co-

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Nimiq DBS platform.

located with Nimiq 1, under the terms of the arrangement reached with DIRECTV for the re-location and lease of this satellite (Attachment 4 below). This agreement is the most recent in a series of interrelated arrangements with DIRECTV designed to ensure that Telesat has sufficient capacity available at the 82° and 91° WL orbital positions to meet the evolving needs of its DBS customer Bell ExpressVu and its Canadian customer base. Telesat has requested expeditious approval from Industry Canada for the Nimiq 3 and DIRECTV 2 re-locations in order to allow commencement of service as soon as possible in the New Year. In this regard it must be noted that current estimates indicate that DIRECTV 2 only has sufficient fuel to continue in commercial service until March 2007. Expeditious approval therefore maximizes the length of time this satellite can serve Canadian customer requirements.

## **2. THE SERVICE AGREEMENT**

11. With this application, Telesat is filing, in confidence, an executed copy of the Bell ExpressVu Service Agreement (Attachment 1), as well as an abridged version of that contract for the public record (Attachment 2). This Agreement does not invalidate or replace any of the previous Nimiq agreements Telesat has entered into with Bell ExpressVu and approved by the Commission. Major features of the new Agreement are highlighted below.

12. Under the terms of the executed Service Agreement, Telesat is required to furnish Bell ExpressVu eight Full Period Whole RF Channel Services operating in high-power mode or 16 Full Period Whole RF Channel Services operating in low-power mode,<sup>5</sup> as directed by Bell ExpressVu and to the extent technically feasible, on the DIRECTV 2 satellite. The term of the Agreement is to the “end of life” of the satellite, determined to be March 2007 based on current fuel estimates. The Service Agreement allows for early termination by Bell ExpressVu, subject to certain agreed upon terms. The Agreement also sets out that Telesat and DIRECTV will work in good faith to provide Telesat with

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<sup>5</sup> The eight high-power or 16 low-power services would comprise all capacity available on this satellite.

the lease of another spare DIRECTV satellite following the end of life of DIRECTV 2 and until Telesat can bring another DBS replacement satellite into service.

13. Bell ExpressVu is responsible for the following general types of financial payments under the Service Agreement:

- RF Channel Services Fees: These are the fees that the customer will pay to Telesat to operate the satellite and furnish the transponders. The fees are charged as a fixed-price per transponder, based on operating mode (i.e., in high or low power mode) and are to be paid on a monthly basis over the term of the Agreement.
- Applicable Fees: These are the licensing fees and other charges associated with the provision of the RF Channel Services as specified in the contract that the customer will pay to Telesat.

14. As a condition of lease of the satellite from DIRECTV, Telesat agreed that the satellite would not be used by itself or any customer, directly or indirectly, to provide service into the U.S. market unless prior consent is received from DIRECTV for this service. This condition is incorporated into the Service Agreement. However, consistent with the resale arrangements approved for the Nimiq satellites, there is no restriction in the Agreement which would preclude Bell ExpressVu's resale of capacity on this satellite for service within Canada, should it elect to do so, subject to the third party entering into a written agreement with Telesat.

### **3.0 PUBLIC BENEFITS**

15. Approval of this application will bring immediate and significant public interest benefits to the Canadian broadcasting industry and the Canadian television viewers they serve.

16. Perhaps most importantly, it will mean that there will be satellite diversity at both the 82° and 91° WL orbital locations. Should Nimiq 1 or Nimiq 2 experience a failure at either of these locations, immediate back-up is available at both locations to continue Bell ExpressVu's DTH and SRDU services. Depending on the nature of any failure, it may not be possible to fully restore the service immediately, but customers will not suffer a complete disruption of service from that location. Nor will they have to experience the delay of having their service restored only after a back-up satellite is re-located from another orbital position. Such re-locations would generally take several days, if not weeks, to complete.

17. While providing in-place back-up capacity for emergency restoration purposes at both orbital locations, the co-location of the satellites also permits Bell ExpressVu to continue to operate certain of the transponders on these satellites in high-power mode. Such operation enhances service performance and therefore provides immediate and on-going benefit to Bell ExpressVu's customers.

18. As noted above, the planned co-location of the Nimiq and DIRECTV satellites will also mean that Bell ExpressVu would again have access to the full 32 DBS frequencies at each of these orbital locations. Bell ExpressVu can therefore add a significant number of new programming services (including high definition television) to its current service package, thus providing its end-user customers with expanded choice and more viewing options.

19. In further support of this application, Telesat is providing the revised Nimiq 1 EES which incorporates DIRECTV 2 information into the analysis (Attachment 3). The revised EES demonstrates that the prices set out in the Service Agreement are compensatory and continue to generate a satisfactory return. There is therefore no issue that the service might impose a burden on other Telesat customers.

20. The timely approval of the DIRECTV 2 Service Agreement therefore promises to yield significant public interest benefits and safeguard and enhance the Canadian

broadcasting system, and so further the objectives of both the *Telecommunications and Broadcasting Acts*.

#### 4. CONFIDENTIALITY CLAIM & CONCLUSION

21. The information set out in the Service Agreement, the EES and the Satellite Relocation & Lease Agreement is of a highly sensitive and confidential nature, the public disclosure of which could be extremely damaging to the parties involved and would not be in the public interest. Pursuant to Section 39 of the *Telecommunications Act*, Telesat therefore claims confidentiality in respect of this information as detailed below.

22. The Service Agreement and EES documents contain detailed financial and commercial information which, if disclosed, would reveal the final prices, terms and conditions agreed to by Telesat and Bell ExpressVu. These prices, terms and conditions are the result of private, sensitive negotiations, conducted under competitive and confidential conditions. Disclosure of this information would reveal Telesat's cost structure to potential Canadian and U.S. competitors, provide them with an undue advantage, and thus undermine Telesat's ability to compete effectively in any similar competitive venture in the future. Telesat's relationship with its customers would also be damaged, as the Company's ability to protect sensitive information released in detailed negotiations would be called into question. This would seriously impair Telesat's ability to conduct future negotiations of this type. Bell ExpressVu would suffer similar adverse and unfair competitive effects from disclosure of this sensitive competitive information.

23. The satellite relocation and lease agreement is also expressly confidential. This agreement was the result of detailed negotiations in a highly competitive marketplace. The financial, commercial and technical information contained in this agreement would reveal the cost structure of the services as noted above, as well as proprietary information relating to design and contract terms and conditions. Such disclosure would reasonably be expected to prejudice the competitive positions of all parties involved in the procurement as well as prejudicing their ability to negotiate future contracts.



24. Telesat therefore submits that the above noted information must remain confidential. However, consistent with past Commission practice and requirements, Telesat is providing an abridged version of the Service Agreement for the public record.

25. As demonstrated above, the Service Agreement is fully consistent with the requirements of the *Telecommunications Act*, will promote Canadian public policy objectives, and will enable Bell ExpressVu to again use the full complement of 32 DBS frequencies at the 82° and 91° WL orbital locations to augment its service to its nearly 1.7 million DTH service subscribers across Canada – indeed, with the original Nimiq 1 and Nimiq 2 Telecom Orders issued prior to the Nimiq 2 power anomaly, the Commission has already approved Bell ExpressVu’s use of all of these DBS frequencies at these two locations.<sup>6</sup> The opportunity to co-locate satellites at each of the two locations also means that Bell ExpressVu and its Canadian customers are provided with immediate backup for their service in the event of a satellite malfunction, and that service performance can be enhanced through the operation of certain of the transponders on these satellites in high-power mode. Approval of the Service Agreement will therefore promote the objectives of the *Telecommunications* and *Broadcasting Acts* and yield significant immediate and long term benefits to all parties concerned.

26. Expeditious approval of this application is being requested. As noted above, the DIRECTV 2 satellite has fuel enough to last only until March 2007. Getting this satellite into service to serve Canadian user requirements as quickly as possible will therefore maximize the benefits to these users. The Company expects that the required approvals from Industry Canada and the FCC to re-locate DIRECTV 2 and the Nimiq satellites as proposed will be issued by year end, and, following relocation, the satellite could be ready to provide service to Bell ExpressVu in the second week of January. Telesat therefore requests Commission approval of this Agreement as quickly as possible to allow service commencement on or around 9 January 2006, and to allow Telesat and Bell

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<sup>6</sup> See Telecom Orders 97-1331 and 2002-434.

ExpressVu sufficient lead time to plan and coordinate a smooth transition of the Bell ExpressVu service incorporating the new satellite. Should the Commission not be in a position to give final approval to the Agreement in this timeframe, Telesat respectfully requests that interim approval be given to allow service commencement by the date proposed.

27. To assist the Commission with this requested timeframe, Telesat is serving a copy of the abridged version of the application on all parties who registered as interested parties in the Nimiq proceedings which culminated in Orders 97-1331 and 2002-434, as well as providing same to the Commission's Public Examination Room in Gatineau. Should the Commission require any additional information, Telesat would of course be pleased to assist.

Yours very truly,



Robert Power  
Director, Regulatory & Government Initiatives

cc. CRTC Public Examination Room (Gatineau)  
Interested Parties (PN 97-22)  
Atlantis Alliance  
Bell Canada  
Bell ExpressVu  
Canadian Cable Television Association (CCTA)  
Canadian Broadcasting Corporation (CBC)  
Canadian Satellite Users Association (CSUA)  
Lemay Yates Associates  
Nelligan, O'Brien, Payne LLP  
Navigata  
Gouvernement du Québec  
Rogers Communications  
Shaw Communications  
Star Choice Television

Attachments

**ATTACHMENT 1**

**WHOLE RF CHANNEL SERVICE AGREEMENT  
DIRECTV 2**

**CONFIDENTIAL**

**ATTACHMENT 2**

**WHOLE RF CHANNEL SERVICE AGREEMENT  
DIRECTV 2**

**ABRIDGED**



**TELESAT CANADA**

- and -

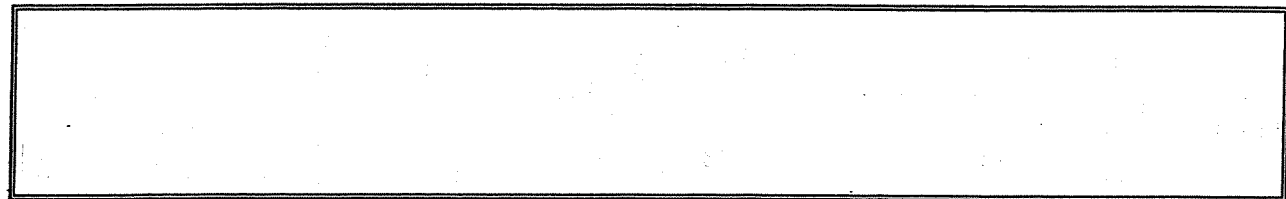
**BELL EXPRESSVU INC.**  
in its capacity as general partner of  
Bell ExpressVu Limited Partnership

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**WHOLE RF CHANNEL SERVICE AGREEMENT  
DIRECTV 2**

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Dated as of October 7<sup>th</sup>, 2005



# **Whole RF Channel Service Agreement - DIRECTV 2**

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### **SCHEDULES:**

- Schedule 1** Standard Terms and Conditions For Full Period  
Whole RF Channel Service
- Schedule 2** Power Performance Parameters
- Schedule 3** City Tables



## WHOLE RF CHANNEL SERVICE AGREEMENT - DIRECTV 2

This whole RF channel service agreement dated as of October 14, 2005, between **TELESAT CANADA** ("Telesat"), a corporation continued and existing under the laws of Canada, and **BELL EXPRESSVU INC.**, in its capacity as general partner of Bell ExpressVu Limited Partnership ("CUSTOMER"), a corporation incorporated and existing under the laws of the Province of Ontario.

### WHEREAS

Telesat has entered into a lease agreement with DIRECTV Enterprises, LLC ("DIRECTV") for the lease of a DBS satellite known as the DIRECTV 2 Satellite to provide back-up and expansion to CUSTOMER;

CUSTOMER has agreed to subscribe for, and Telesat has agreed to furnish to CUSTOMER, certain RF channel services operating in the 17.3 – 17.8 GHz frequency band in the earth-to-space direction and the 12.2 – 12.7 GHz frequency band in the space-to-earth direction on the DIRECTV 2 Satellite at the rates and the other terms and conditions specified herein;

**NOW THEREFORE** in consideration of the mutual agreements contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), the Parties agree as follows:

### ARTICLE 1.0 – DEFINITIONS AND CONDITION PRECEDENT

1.1 As used in this Agreement and the recitals hereto, the following terms shall have the following meanings:

**"Agreement"** means this whole RF channel service agreement and all schedules, appendices and instruments in amendment or confirmation of it; "hereof", "hereto", "herein" and "hereunder" and similar expressions mean and refer to this Agreement and not to any particular Article or Section; "Article" or "Section" of this Agreement followed by a number means and refers to the specified Article or Section of this Agreement.

**"Authorization"** means, with respect to any Person, any authorization, order, permit, approval, forbearance decision, grant, licence, consent, right, franchise, privilege or certificate of any Governmental Entity having jurisdiction over such Person, whether or not having the force of law.

**"CUSTOMER"** means Bell ExpressVu Inc., in its capacity as general partner of Bell ExpressVu Limited Partnership, a corporation incorporated and existing under the laws of the Province of Ontario, and its successors and permitted assigns.

**"Designated Orbital Position"** means either the 82° W.L. orbital position or the 91° W.L. orbital position as determined pursuant to Article 2.3.

**"DIRECTV 2 Satellite"** means the DBS satellite leased by Telesat from DIRECTV and located at the Designated Orbital Position.

**"DIRECTV / Telesat Lease"** means the agreement entered into by DIRECTV and Telesat for the lease of the DIRECTV 2 Satellite to Telesat.

**"Effective Date"** has the meaning ascribed thereto in Article 1.7.

**"Full Period Whole RF Channel Service"** means the service for a Full Period described in Section C.1 of the Standard Terms and Conditions.

**"Governmental Entity"** means

**"Licensing Fees"** has

**"Parties"** means Telesat, CUSTOMER and any other person who may become party to this Agreement and "Party" means any one of them.

**"Person"** means an individual, partnership, limited liability company, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity and pronouns have similarly extended meaning.

**"Power Performance Parameters"** means the power performance parameters set forth in Schedule 2.

**"Required Authorizations"** means, with respect to each Party, all Authorizations and other notifications, licenses, permits, authorizations, approvals and consents of other Persons required for such Party to consummate the transactions contemplated by, and to perform its obligations under, this Agreement.

**"Service Commencement Date"** has the meaning ascribed thereto in Article 2.2(b).

**"Standard Terms and Conditions"** means the standard terms and conditions for Full Period Whole RF Channel Service set forth in Schedule 1.

**"Telesat"** means Telesat Canada, a corporation continued and existing under the laws of Canada, and its successors and permitted assigns.

**"Term"** has the meaning ascribed thereto in Article 2.2(a).

- 1.2 Capitalized terms used in this Agreement and not otherwise defined in this Agreement have the same meanings as in the Standard Terms and Conditions.
- 1.3 **Gender and Number.** Any reference in this Agreement to gender shall include all genders, and words importing the singular number only shall include the plural and vice versa.
- 1.4 **Entire Agreement.** This Agreement, including Schedules 1 to 3 attached hereto, and the agreements referred to herein or delivered pursuant hereto, supersedes all prior agreements, term sheets, letter of intent, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement and the agreements referred to herein or delivered pursuant hereto.
- 1.5 **Amendments.** This Agreement may only be amended, modified or supplemented by a written agreement signed by each of the Parties.
- 1.6 **Incorporation of Schedules.** The schedules attached hereto shall for all purposes hereof form an integral part of this Agreement.
- 1.7 **Conditions Precedent.** Notwithstanding anything to the contrary contained herein,





**ARTICLE 2.0 – SERVICE COMMITMENT**

**2.1 Service Commitment**

- (a) CUSTOMER hereby agrees to subscribe for, and Telesat hereby agrees to furnish to CUSTOMER, subject to the terms and conditions of this Agreement, eight (8) Full Period Whole RF Channel Service(s) operating in high power mode or sixteen (16) Full Period Whole RF Channel Services(s) operating in low power mode,  

(hereinafter collectively referred to as "Customer RF Channel Services")

on the DIRECTV 2 Satellite in accordance with this Agreement commencing immediately upon the Service Commencement Date.
- (b) The Parties acknowledge that a pair of transponders must be banded together to provide one (1) Full Period Whole RF Channel Service operating in high power mode and that if the transponders are to be operated in low power mode, the pair of transponders will be disbanded and two (2) Full Period Whole RF Channel Services can be provided. The transponders on the DIRECTV 2 Satellite shall be operated in high power mode subject to the following.
- (c) CUSTOMER is entering into this Agreement
- (d) The DIRECTV 2 Satellite will be operated

**2.2 Term and Service Commencement Date**

- (a) Subject to Article 2.2 (c), and Section G.3 of Schedule 1, the term of this Agreement shall commence upon the date of execution of this Agreement and expire at the end of life, of the DIRECTV 2 Satellite (the "Term"). As used herein, the "end of life" shall be the point in time at which the satellite is taken out of commercial operation

This end of life date, assuming the satellite is operated in a fixed station orbit, based on current fuel estimates, is contemplated to be March 2007, without taking into account the fuel loss resulting from relocation of the DIRECTV 2 Satellite but Telesat makes no representation or warranty as to the remaining useful life or the "end of life" of the DIRECTV 2 Satellite. Telesat represents that DIRECTV has agreed with Telesat to:

- (i)

- (ii) to work in good faith with Telesat, to  
provide Telesat with the lease of another DIRECTV satellite during  
the period following the end-of-life of the DIRECTV2 Satellite until a satellite  
is brought into service

(b) Telesat shall provide the CUSTOMER with

(c) The CUSTOMER may terminate this Agreement

(i)

(ii)

(iii)

### 2.3 Designated Orbital Position

Subject to receipt of the necessary United States and Canadian governmental approvals, the DIRECTV 2 Satellite shall be located at either the 82° W.L. orbital position or the 91° W.L. orbital position as designated by CUSTOMER in accordance with this Article. The CUSTOMER shall notify Telesat in writing as to the location of the DIRECTV 2 Satellite and such location shall be referred to as the Designated Orbital Position. Testing of the DIRECTV 2 Satellite shall be completed at such position.

### 2.4 Payments

(a) CUSTOMER shall pay, and there shall become due and payable, subject to any rebates for interruption as determined under the Standard Terms and Conditions, a monthly rate of:

(i)

(ii)

(iii)

Notwithstanding anything to the contrary contained herein

(b) Applicable Licensing shall be payable in addition to the monthly rate herein.

2.5 **Resale.** The Customer RF Channel Services may not be resold or subleased for use by an entity or for service without Telesat's prior written consent

2.6 **Standard Terms and Conditions.** The furnishing of the Customer RF Channel Services by Telesat shall be subject to the Standard Terms and Conditions which the Parties hereby agree are incorporated by reference as Schedule 1 in this Agreement and constitute an integral part of this Agreement.

2.7

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### ARTICLE 3.0 – REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties.** Each Party represents and warrants to the other Party, as follows and acknowledges and confirms that each other Party is relying thereon without independent inquiry in entering into this Agreement:

- (a) **Organization and Qualification.** It is a corporation, duly incorporated, continued or amalgamated, and validly existing under the laws of the jurisdiction of its incorporation, continuance or amalgamation, as the case may be, and is duly qualified, licensed or registered to carry on business under the laws applicable to it in all jurisdictions in which the nature of its assets or business as currently conducted makes such qualification necessary or where the failure to be so qualified would have a material adverse effect on its ability to perform its obligations hereunder.
- (b) **Corporate Power.** It has all requisite corporate power and authority to execute and deliver this Agreement, to perform its respective obligations hereunder and to consummate the transactions contemplated hereby.
- (c) **Authorizations, etc.** The execution and delivery by it of this Agreement and the performance of its respective obligations hereunder, and the consummation by it of the transactions contemplated hereby, have been duly authorized by all requisite corporate action and no Authorization under any applicable Law and no registration, qualification, notification, designation, declaration or filing with any Governmental Entity is or was necessary therefor except such as are in full force and effect, unamended.
- (d) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by it and constitutes legal, valid and binding obligations of it, enforceable against it in accordance with its terms, except insofar as enforceability may be affected by applicable Laws relating to bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally or by principles governing the availability of equitable remedies.
- (e) **No Breach or Violation.** The execution and delivery of this Agreement and performance of its respective obligations under this Agreement and compliance with the terms, conditions and provisions hereof will not conflict with or result in a breach of any of the terms, conditions or provisions of (i) its constitutive documents or by-laws; (ii) any applicable law; (iii) any contractual restriction binding on it or affecting it or its properties (without regard to requirements of notice, passage of time or elections of any Person); or (iv) any judgement, injunction, determination or award which is binding on it.
- (f) **Legal Proceedings.** There is no judgement or order outstanding, or any action, suit, complaint, proceeding or investigation by or before any Governmental Entity or any arbitrator pending, or to the best of its knowledge, threatened, which, if adversely determined, would be reasonably expected to have a material adverse effect on its ability to consummate the transactions contemplated hereby or perform its obligations hereunder.

3.2 **Representations and Warranties of Telesat.** Telesat represents and warrants to the CUSTOMER, as of the date hereof

(a)

(b)

(c)

(d)

**ARTICLE 4.0 – ADDITIONAL COVENANTS AND TERMINATION**

**4.1 Liabilities in Event of Termination.**

**4.2 General Rights and Remedies.** Subject to \_\_\_\_\_, in the event any representation or warranty of any Party contained in this Agreement shall prove to have been incorrect in any material respect when made or deemed to have been made or if any Party fails to perform, observe or comply with any of its covenants or agreements contained in this Agreement, the other Party will be entitled to whatever rights or remedies are available at law or in equity.

**4.3 Additional Covenants.**

(a) Telesat shall operate the DIRECTV 2 Satellite in high power mode or low power mode either exclusively or in combination

\_\_\_\_\_ and shall perform or cause to be performed the tracking, telemetry and control required for the DIRECTV 2 Satellite.

(b) Telesat shall perform its obligations as required under the DIRECTV/Telesat Lease

(c)

\_\_\_\_\_ provision of tracking, telemetry and control required for the DIRECTV 2 Satellite

**4.4** This Agreement shall terminate \_\_\_\_\_ if at any time during the Term, the DIRECTV 2 Satellite is unavailable or ceases to provide Customer RF Channel Services in accordance with the terms of this Agreement \_\_\_\_\_ subject to the terms and conditions of this Agreement and the Standard Terms and Conditions.

**4.5 CRTC Filing.** Upon signature of this Agreement Telesat shall file the Agreement with the Canadian Radio-television and Telecommunications for ratification. The CUSTOMER agrees that it will support such filing and co-operate with Telesat to obtain the ratification.

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**ARTICLE 5.0 – MISCELLANEOUS**

5.1 **Parties Obligated and Benefitted.** This Agreement will be binding upon the Parties and their respective permitted assigns and successors in interest and will enure solely to the benefit of the Parties and their respective permitted assigns and successors in interest, and no other Person will be entitled to any of the benefits conferred by this Agreement or to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum. Without the prior written consent of the other Party, no Party will assign any of its rights under this Agreement or delegate any of its duties under this Agreement, provided that either Party may, without the consent of the other Party, assign its rights and obligations hereunder to:

- (a) any Affiliate; or
- (b) any successor Person in connection with any reorganization of its business;

provided that (i) the non-assigning Party is given notice of the proposed assignment or reorganization, as the case may be; and (ii) the proposed assignee executes and delivers an assumption agreement pursuant to which the transferee assumes the obligations of the assigning Party hereunder in form and substance satisfactory to the other Party acting reasonably.

Notwithstanding any such assignment of this Agreement or of a Party's rights and obligations hereunder, unless the other party otherwise agrees, the assigning party shall remain liable hereunder to the other party to the same extent as if such assignment had not occurred in the event that and to the extent that the assignee fails to fully perform the assignor's obligations hereunder.

5.2 **Notices.** Any notice, request, demand, waiver or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given only

**Telesat Canada**  
1601 Telesat Court  
Ottawa ON K1P 5B4

Telephone: (613) 748-0123  
Fax: (613) 748-8784  
Attention: Vice President, Law

**BELL EXPRESSVU INC., in its capacity as general partner of Bell ExpressVu Limited Partnership**  
100 Wynford Drive  
Toronto ON M3C 4B4

Telephone: (416) 446-2588  
Fax: (416) 383-6132  
Attention: Vice-President, General Counsel

Either Party may change the address to which notices are required to be sent by giving notice of such change in the manner provided in this Article. All notices will be deemed to have been received

5.3 **Expenses.**

5.4 **Non-Merger.** Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties of the Parties contained in this Agreement shall not merge on and shall survive the Service Commencement Date and, notwithstanding any investigation made by or on behalf of either Party, shall continue in full force and effect throughout the Term.

5.5 **Governing Law.**

- (a) This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.



(b)

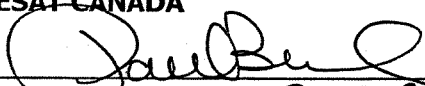
(c) Nothing in this Article shall affect the right of the Parties to serve process in any manner permitted by law or, except as otherwise provided under Article


(d) Nothing in this Article shall constitute a waiver by either Party of any right to (i) appeal any order or judgement referred to herein; (ii) seek any stay or reconsideration or review of any such order or judgement; or (iii) seek any stay of execution or levy pending any appeal from, or a suit, action or proceeding for reconsideration or review of, any such order or judgement.

5.6 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF** each of the parties hereto has duly executed this Agreement under the hands of its proper officers duly authorized in that behalf as of the day and year first above written.


**TELESAT CANADA**

By:   
Authorized Signing Officer Paul D. Bush, VP, Broadcasting & Corp. Devpt.

By:   
Authorized Signing Officer Jennifer E. Perkins, VP, Law

**BELL EXPRESSVU INC.**

in its capacity as general partner of Bell ExpressVu Limited Partnership

By:   
Gary Smith, President

**Schedule 1**

**Standard Terms And Conditions  
For Full Period RF Channel Service**

(This is Schedule 1 to the Whole RF Channel Service Agreement – DIRECTV 2

between

**TELESAT CANADA**

and

**BELL EXPRESSVU LIMITED PARTNERSHIP**

dated as of October 7<sup>th</sup>, 2005)

**STANDARD TERMS AND CONDITIONS FOR  
FULL PERIOD WHOLE RF CHANNEL SERVICES**

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**A. GENERAL**

This Schedule contains the standard terms and conditions which are applicable to the subscription for Full Period Whole RF Channel Service from Telesat. BY ACCESSING SUCH SERVICE FROM TELESAT YOU ARE AGREEING TO THESE TERMS AND CONDITIONS WHICH INCLUDE CERTAIN DISCLAIMERS. References to the satellite shall mean the DIRECTV 2 Satellite. All amounts quoted are in Canadian dollars.

**B. DEFINITIONS**

"Access Requirements" means the technical and operational documentation required by Telesat from the Customer to enable Customer to access the satellite;

"Affiliate" means with respect to any Person, any other Person (i) directly or indirectly controlling (including all directors, officers, members and partners of such Person), controlled by, or under direct or indirect common control with, such Person, or (ii) that directly or indirectly owns more than 50% of any class of voting or equity securities of such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities or voting interests, by contract or otherwise;

"Bandwidth" means the frequency spectrum of a Channel;

"Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions in Toronto, Ontario or Montreal, Quebec are required or authorized to be closed;

"Channel" means a path for signal transmission;

"Customer" has the meaning set forth in the Service Agreement;

"Customer RF Channel Service" means the RF Channel Service subscribed for by the Customer under the Service Agreement and this Schedule and includes from time to time any RF Channel Service used to restore any Customer RF Channel Service;

"Degradation" means

"Force Majeure" means

"Full Period" means twenty-four (24) hours per day, seven (7) days per week;

"Frequency Band" means the operating range, measured in gigahertz (GHz), in which a microwave signal can be carried;

"Interruption" means

"Laws" means all valid, duly enacted or promulgated statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies having the force of law or any provisions of the foregoing, including general principles of common and civil law and equity, binding on the Person referred to in the context in which such word is used; and "Law" means any one of foregoing;

"Party" means the parties to the Service Agreement and their respective successors and permitted assigns;

"Payment Account" means

"Proprietary Information" means all information with respect to this Agreement that is disclosed by either Telesat or Customer, including any technical specifications, system designs, data or material which contains proprietary information and which is either:

- 1/ in written form clearly labelled as "Proprietary", "Confidential" or similar designation; or
- 2/ if disclosed orally, is identified as confidential at the time of oral disclosure

"RF Channel" means an assigned portion of the satellite's total repeater channel capacity which is capable of receiving and re-transmitting Telecommunications Traffic;

"RF Channel Service" means the re-transmission through the satellite of a microwave signal carrying voice, data or video traffic, together with associated tracking, telemetry and command facilities;"Satellite Telecommunications System" or "System" means the satellite together with associated tracking, telemetry and command facilities of Telesat and earth stations established and operated by Telesat, to furnish the RF Channel Services;

"Service Agreement" means the service agreement entered into between the parties herein, the terms and conditions of which include the terms and conditions of this Schedule, as such agreement may be amended, modified, supplemented, restated or replaced from time to time;

"Sun Transit Period" means the period when the noise emissions from the sun degrade system performance at earth stations below the specifications defined in Telesat's

**STANDARD TERMS AND CONDITIONS  
FOR FULL PERIOD WHOLE RF CHANNEL SERVICES**

performance requirements for the Customer RF Channel Service;

"Telecommunications Traffic" means signs, signals, writing, images, sounds or intelligence of any nature capable of being transmitted and received on the Satellite Telecommunications System;

"Telesat" has the same meaning set forth in the Service Agreement;

"Term" means the duration for which Customer RF Channel Service is furnished as specified in the Service Agreement; and

"User" means any user and/or reseller of the Customer RF Channel Services furnished by Telesat under the Service Agreement.

Other capitalized terms used and not otherwise defined in this Schedule have the same meanings as in the Service Agreement.

**C. FULL PERIOD WHOLE RF CHANNEL SERVICE**

1. Full Period Whole RF Channel Service

Subject to the terms of this Agreement, each Full Period Whole RF Channel Service is furnished to the Customer utilizing the 17.3 – 17.8 GHz frequency band in the earth-to-space direction and the 12.2 – 12.7 GHz frequency band in the space-to-earth direction.

Full Period Whole RF Channel Service will be furnished using a nominal 24 MHz Bandwidth.

Full Period Whole RF Channel Service is dedicated to the Customer's use.

2. Rates for Full Period RF Channel Service

The monthly rates for the Full Period RF Channel Service furnished are specified in the Service Agreement.

3. Licensing Fees

4. Additional Charges Related to RF Channel Service

3. All amounts owing by the Customer shall be made to the Payment

4. Interest

5. Whenever any payment hereunder shall be stated to be due on a day other than a Business Day

**E. REBATES FOR INTERRUPTION**

1. Whenever an Interruption occurs

2. The Customer

**D. PAYMENT**

1. The Customer is responsible for the payment

2. The Customer shall pay rates for Customer RF Channel Service monthly

3. all rebates will be calculated

Telesat shall use its reasonable commercial efforts to remedy any Interruption.

**STANDARD TERMS AND CONDITIONS  
FOR FULL PERIOD WHOLE RF CHANNEL SERVICES**

**F. TAXES EXCLUDED**

The amounts due and payable to Telesat are exclusive of all federal, provincial, state and municipal taxes directly related to the Customer RF Channel Service provided by Telesat

continues to so breach any such provision, then Telesat shall have, in addition to all other rights hereunder, the immediate right to prevent the Customer from accessing the Customer RF Channel Service to the extent necessary and for the time necessary, as reasonably determined by Telesat to prevent such breach from continuing.

The Customer acknowledges that in the event of any breach specified in Section the harm suffered by Telesat may not be adequately compensated by monetary damages and there would be no adequate remedy at law for the Customer's breach and, accordingly, Telesat shall be entitled to seek a court injunction in addition to any other remedies available at law or in equity specifically enforcing Telesat's right to prevent the Customer from accessing the Customer RF Channel Services to prevent such breach from continuing.

**G. CONDITIONS OF SERVICE**

1. Use of RF Channel Service by the Customer

- a) Customer will comply with the Access Requirements in its use of the Customer RF Channel Services and the Customer agrees that prior to the accessing or permitting a third party to access the Customer RF Channel Service it will require such third party to enter into a written agreement with Telesat pursuant to which such third party agrees to comply with the Access Requirements.
- b) The Customer is prohibited from using Customer RF Channel Services or other Telesat's services and facilities, or permitting these services and facilities to be used, for a purpose or in a manner that is contrary to Laws.
- c) The Customer agrees to submit its frequency and transmission plans and any proposed changes thereto to Telesat for approval

prior to transmission or after any change thereof and to take all necessary precautions to ensure that its use of the Customer RF Channel Service, is in conformity with such approved frequency and transmission plans and is in all other respects consistent with the Access Requirements.

- d) If the Customer breaches the provisions of the Service Agreement with the result that the health of the satellite, the RF Channels, the Satellite Telecommunications System or other facilities of Telesat is endangered or that the use of RF Channels by other users of the satellite, RF Channels, the Satellite Telecommunications System or such other facilities is interfered with or the Customer breaches, or the continued use of the Customer RF Channel Services would breach, any order of a court of competent jurisdiction with respect to the operation and use of the RF Channels and the transmission of programming thereon and

2. Force Majeure

Neither party shall be held liable or deemed to be in default under the Service Agreement, save and except with respect to the Customer's obligation of payment for services received, in the event of a Force Majeure. Each Party shall use reasonable commercial efforts to remedy or resolve any Force Majeure claimed by such Party.

3. Termination

- a) In addition to its termination rights under the Service Agreement, the Customer may terminate any Customer RF Channel Service

if during the Term there is a continuous Interruption of such Customer RF Channel Service for a period of consecutive days.. Notwithstanding the above, the following Interruptions shall not constitute cause for termination:

- i) Interruptions due to actions or omissions of the Customer or User; and
- ii) Interruptions resulting from occurrences in Sections

- b) Telesat may terminate any and all Customer RF Channel Services if:

- i) the Customer fails to pay any outstanding rates, licensing fees or other charges due to Telesat within Business Days

or

- ii) the Customer shall

1/

2/

3/

d)

e) Termination rights under this Schedule shall be additional to the termination rights set forth in the Service Agreement.

**H. GENERAL LIMITATIONS**

1. Intentionally Omitted.
2. Customer agrees and recognizes that in order to assess and protect the overall performance of the Satellite Telecommunications System, Telesat will periodically interrupt use of the Customer RF Channel Services for either of the following:

- i) to carry out scheduled periodic tests on the RF channels; or
- ii) in unusual or abnormal situations or conditions.

With respect to Section H.2 i), Telesat will carry out scheduled periodic tests on the RF Channels at such times and frequency as Telesat and the Customer shall mutually agree. Telesat shall use its reasonable commercial efforts to schedule and conduct its activities during periods of such interruptions, so as to minimize the duration of the disruption to the use of the Customer RF Channel Services.

With respect to Section H.2 ii), interruptions where unusual or abnormal conditions exist shall be made by Telesat in its sole discretion. To the extent technically feasible, Telesat shall give the Customer

notice of such interruption where unusual or abnormal conditions exist.

3. Each of Telesat and the Customer shall promptly notify the other upon learning of the commencement of any Degradation or other Interruption and of the relevant facts known to it concerning such failure. Upon Telesat's verification (based on reasonable grounds) that an RF Channel suffered a failure, which verification or denial thereof shall be made as promptly as possible

such failure shall be deemed to have commenced upon receipt by Telesat of such notification, or Telesat's actual knowledge of such event, whichever first occurs. Telesat will use its reasonable commercial efforts to remedy any failure.

4.

4/

- c) If the Customer terminates any Customer RF Channel Service other than: (i) in the manner and in accordance with Section G.3 a); or (ii) pursuant to a right of termination set forth in the Service Agreement or if Telesat terminates the Customer RF Channel Service in accordance with Section G.3 b)  
then Telesat may

If the Customer terminates any Customer RF Channel Service other than: (i) in the manner and in accordance with Section G.3 a); or (ii) pursuant to a right of termination set forth in the Service Agreement or if Telesat terminates the Customer RF Channel Service in accordance with Section G.3 b)  
then Telesat may

Upon such Telesat may exercise such rights and remedies and commence such legal action or proceedings as it, in its sole discretion, may deem expedient, including the commencement of enforcement proceedings under any security granted by the Customer or any other Person in respect of the obligations of the Customer to Telesat or any combination thereof, all without additional notice, presentation, demand, protest, notice of dishonour, entering into of possession of any property or any other action, notice of all of which the Customer hereby expressly waives.

5. Notwithstanding the wording of any article herein, the Customer is acquiring only services from Telesat and will not acquire any implied right, interest or title to or in the use of the RF Channels or the Satellite Telecommunications System.

3.

**I. LIMITATION OF LIABILITY**

4.

1.

a)

b)

c)

2.

d)

5.

b)

c)

d)

e)

6.

4. Compelled Disclosure

In the event that a receiving party becomes legally compelled to disclose Proprietary Information, such party will, to the extent practicable under the circumstances, provide the disclosing party with written notice thereof so that the disclosing party may seek a protective order or other appropriate remedy. In any such event, the receiving party will disclose only such information as is legally required and will exercise reasonable efforts to obtain proprietary treatment of any Proprietary Information being disclosed.

5. Injunctive Relief

The Parties agree that, in the event of a breach or threatened breach of the terms of these non-disclosure obligations, the disclosing party shall be entitled

**J. USE OF INFORMATION**

1. Disclosure of Information

It is recognized that technical or other information may be disclosed by one party to the other in the course of the activities contemplated by the Service Agreement and that the disclosing party may desire to protect such information against unrestricted use or disclosure to others. To provide protection for such information, each party agrees to respect such proprietary and/or confidential information in accordance with the provisions of this Section J. Each Party's obligation to hold information in confidence will be satisfied if it exercises the same care with respect to such information as it would exercise to preserve the confidentiality of its own similar information.

2. Confidentiality

All Proprietary Information shall be held in confidence by the recipient party throughout the Term and

During the Term of the non-disclosure obligations, Proprietary Information shall not be disclosed or circulated to any Person except the recipient's employees, contractors, and agents who have such need to know in the performance of their obligations under the Service Agreement. Neither Party and none of their respective employees, subcontractors and agents shall disclose or use such Proprietary Information for any purpose other than fulfilling its obligations under the Service Agreement without first obtaining the other party's written consent with respect thereto.

3. Exceptions

Notwithstanding the above but subject to Section J.4, no Party shall be liable for disclosure of any such Proprietary Information if the same:

a)

6. Rights to Information

It is expressly understood by the Parties hereto that, except for the right to use Proprietary Information for the purposes contemplated herein, neither Party has granted to the other Party any other rights whatsoever in such information. In no case shall either party acquire any ownership rights and/or proprietary interest in the other Party's Proprietary Information.

Upon expiration or termination of the Service Agreement, or any other time, all Proprietary Information in the possession of a Party shall, if requested in writing by the Party that disclosed such information, be either returned to the disclosing Party or, at the receiving Party's option, destroyed provided certification of destruction is provided. In all events, the receiving party may retain a single copy of all Confidential Information, as an archive record of the contents hereof, accessed solely in the event of a dispute between the parties concerning such contents.



**K. GENERAL TERMS AND CONDITIONS**

1. Non-Performance

7. Resulting Contract

The terms and conditions contained in this Schedule, shall form part of and be incorporated in the Service Agreement

--oo0oo--

2. Rights Cumulative

All rights and remedies of each of the Parties under the Service Agreement or this Schedule will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under the Service Agreement or applicable Law.

The parties agree that each of them shall have the right to obtain \_\_\_\_\_ if necessary, in order to prevent the other Parties from willfully breaching their respective obligations under the Service Agreement or this Schedule or to compel the other party to perform their respective obligations under the Service Agreement or this Schedule.

3. Joint Venture

The provision of service by Telesat does not establish any joint undertaking, joint venture or partnership with the Customer or its agent, contractors, any other persons, firms, corporation or entity providing service or facilities to the Customer.

4. Time

Time \_\_\_\_\_ If the last day permitted for the giving of any notice or the performance of any act required or permitted under the Service Agreement falls on a day which is not a Business Day, the time for the giving of such notice or the performance of such act will be extended to the next succeeding Business Day.

5. Further Actions

The Parties will execute and deliver to the other, from time to time during the Term, for no additional consideration, such further certificates, instruments, records, or other documents, assurances or things as may be reasonably necessary to give full effect to the Service Agreement or this Schedule and to allow each party fully to enjoy and exercise the rights accorded by it under the Service Agreement or this Schedule, if such requested further action will not impose any expense or material additional obligations on the Party from whom such further action is requested.

6. Severability

Any Article, Section, Item or other subdivision of the Service Agreement or this Schedule or any other provision of the Service Agreement or this Schedule which is, or becomes illegal, invalid or unenforceable shall be severed from the Service Agreement or this Schedule, as the case may be, and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof or thereof.

## **Schedule 2**

### **Power Performance Parameters**

Attached are typical EIRP contours for high and low power mode of operation for the DIRECTV 2 Satellite.

(This is Schedule 2 to the Whole RF Channel Service Agreement – DIRECTV 2

between

**TELESAT CANADA**

and

**BELL EXPRESSVU LIMITED PARTNERSHIP**

dated as of October 7<sup>th</sup>, 2005)





**Schedule 3**

**City Tables**

(This is Schedule 3 to the Whole RF Channel Service Agreement – DIRECTV 2

between

**TELESAT CANADA**

and

**BELL EXPRESSVU LIMITED PARTNERSHIP**

dated as of October 7<sup>th</sup>, 2005)

**CITY TABLES AND NOTES:**

- These EIRP values are based on operation in the \_\_\_\_\_ mode.
- The city table is based on the reference EIRP contour attached with adjustments on bias offset for typical Canadian coverage.
- The reference contour is for a typical transponder performance and may not correspond to the worst case EOL performance.
- This information is subject to review following In-Orbit Testing.
- The Worst Case city table values include allowances for nominal satellite pointing errors only. Satellite aging effects, thermal effects, antenna distortion and measurement calibration errors are not accounted for.

		COMMENTS
		dB for operation in the mode.

**ATTACHMENT 3**  
**DBS ECONOMIC EVALUATION STUDY**  
**CONFIDENTIAL**

**ATTACHMENT 4**

**SATELLITE RELOCATION & LEASE AGREEMENT  
FOR DIRECTV 2**

**CONFIDENTIAL**