# TRANSITION AND OCCUPATION SERVICES AGREEMENT

THIS AGREEMENT made this 17<sup>th</sup> day of August, 2009.

#### BY AND AMONG:

## **NEXIENT LEARNING INC.,**

a corporation incorporated under the laws of the Province of Nova Scotia, by RSM Richter Inc., solely in its capacity as Court-appointed monitor, and not in its personal capacity

- and -

# **NEXIENT LEARNING CANADA INC.,**

a corporation incorporated under the laws of Canada, by RSM Richter Inc., solely in its capacity as Court-appointed monitor, and not in its personal capacity

-and-

# GLOBAL KNOWLEDGE NETWORK (CANADA) INC.

(a corporation incorporated under the laws of the Province of Ontario)

(the "Purchaser")

#### WHEREAS:

- A. By an Order of the Ontario Superior Court of Justice dated June 29, 2009, as amended from time to time, (the "Initial Order"), Nexient Learning Inc. and Nexient Learning Canada Inc. (collectively, the "Vendors") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA Proceedings") and RSM Richter Inc. was appointed as the monitor (the "Monitor") in the CCAA Proceedings;
- B. Pursuant to an Agreement of Purchase and Sale dated August 5, 2009 (the "APA") between the Vendors and the Purchaser, the Purchaser agreed to purchase the Assets of the Vendors on the terms and conditions set out therein;
- C. On August 19, 2009 a Motion will be brought before the Ontario Superior Court of Justice to approve the APA;
- D. The APA provides for a transition period (the "Transition Period") with respect to employees and certain contracts and leases, the terms of which are set out in this Transition and Occupation Services Agreement (the "Agreement"); and
- E. The APA also provides for an occupation period (the "Occupation Period") during which the Purchaser shall be entitled to use and occupy the Leased Premises.

**NOW THEREFORE,** for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **INTERPRETATION**

- 1. **(a) Definitions:** For the purposes of this Agreement, the following terms shall have the following meanings:
  - "Business" has the meaning set out in Section 3(a).
  - "Deposit" has the meaning set out in Section 12.
  - "Employees" has the meaning set out in Section 3(a).
  - "Excluded Contracts" has the meaning set out in Section 3(b).
  - "Leases" means all leases in respect of the Leased Premises under which one or both of the Vendors or either of them are tenants and pursuant to which one or both of the Vendors have rights and obligations as tenants or tenant, as the case may be, which Leased Premises are listed in Schedule A attached hereto.
  - "Occupancy Expenses" has the meaning set out in Section 17.
  - "Occupation Period" has the meaning set out in Section 15.
  - "Transition Period" has the meaning set out in Section 2.
  - "Transition Period Expenses" has the meaning set out in Section 8.
  - "Transition Services" has the meaning set out in Section 3.
  - "Vesting Certificate" has the meaning set out in Section 14(iii).
  - **(b) Other Definitions:** Capitalized terms used herein and not otherwise defined herein, shall have the meaning given to them in the APA.

### TRANSITION PERIOD AND TRANSITION SERVICES

- 2. **Transition Period.** The Transition Period shall commence at the Time of Closing and shall expire at 5:00 p.m. (Toronto time) on the date which is ninety (90) days after the Closing Date, or the Business Day immediately following should that date fall on a weekend or a holiday, or such earlier date which is specified in a written notice, given no later than seven (7) Business Days before any earlier specified end of the Transition Period, to the Monitor and the Vendors by the Purchaser (the "**Transition Period**").
- 3. **Transition Period Services.** The parties hereby agree that during the Transition Period, the Vendors shall provide the following services to the Purchaser:

- (a) the Vendors shall continue to employ those employees of the Vendors who are not hired by the Purchaser at Closing or terminated by the Vendors prior to Closing and shall make such employees (the "Employees") available to the Purchaser in connection with the operation of the business of the Vendors to be carried on by the Purchaser (the "Business"). The Vendors shall not terminate any such Employees except "for cause" or with the prior written consent of the Purchaser. The Vendors shall not have any responsibility to retain individuals who decide to seek alternative employment. From time to time during the Transition Period the Purchaser shall notify the Vendors and the Monitor of those Employees to whom the Purchaser will not make an offer of employment and those Employees who have rejected an offer of employment from the Purchaser and all Transition Expenses in respect of such Employees shall terminate immediately upon the giving of such notice by the Purchaser;
- (b) the Vendors shall not, without the prior written consent of the Purchaser, terminate during the Transition Period any Contract which is identified as an Excluded Asset pursuant to the APA (the "Excluded Contracts") other than those Excluded Contracts which the Purchaser notifies, from time to time, the Vendors and the Monitor that the Purchaser does not wish to assume, and further each of the Vendors hereby appoints the Purchaser as its agent to operate the Excluded Contracts, subject to the terms hereof;
- (c) the Vendors shall assist the Purchaser in its efforts to determine those employees to whom the Purchaser wishes to offer employment and the Vendors shall provide to the Purchaser all relevant terms of the employment of the Employees, as the Purchaser may request, subject to compliance with applicable law;
- (d) the Vendors shall authorize the Purchaser to occupy the Leased Premises, subject to the terms hereof; and
- (e) notwithstanding section 5.10 of the APA, for the purposes of providing the Transition Services, as defined herein, and facilitating the terms of this Agreement, the Vendors will not cancel their corporate name, business or trade names relating to the Business and shall maintain such names until the expiry of the Transition Period, or until such earlier time as the Purchaser may require.

## (collectively, the "Transition Services").

Neither of the Vendors nor the Monitor shall have any operational obligation in respect of the Business during the Transition Period, except as otherwise provided herein. Notwithstanding the foregoing, nothing in this Agreement or any other agreement among the parties hereto shall be construed as an assignment to or an assumption by the Purchaser of any of Vendors' obligations to any of their Employees or under the Excluded Contracts. In that regard, the Vendors shall continue to pay all wages and benefits to such Employees during the Transition Period.

The Vendors shall at all times during the Transition Period maintain in full force and effect worker's compensation insurance (including employer liability insurance) covering all Employees then employed by the Vendors, or either of them, in accordance with the Vendors' existing insurance coverage as of the Closing Time.

# **ASSIGNMENT AND ASSUMPTION OF CONTRACTS**

- 4. The Purchaser shall have the right to review the Excluded Contracts, including all the Leases, and from time to time during the Transition Period shall notify the Vendors of the Excluded Contracts which the Purchaser wishes to assume and be assigned to the Purchaser.
- 5. Each of the Vendors shall actively cooperate with the Purchaser to obtain, as may be required by the terms of the Excluded Contracts, all necessary consents or waivers to the assignment of such Excluded Contracts, as requested by the Purchaser, on terms and conditions satisfactory to the Purchaser, acting reasonably.
- 6. During the term hereof, the Vendors shall, subject to receipt of the necessary consents, assign to the Purchaser all of the Vendors' rights, benefits and interests in and to such Excluded Contracts as requested by the Purchaser and upon such assignment the Purchaser shall assume all obligations and liabilities of the Vendors under such Excluded Contracts, whether arising prior to or after Closing. And further, all Transition Period Expenses in respect of any such Excluded Contract shall terminate immediately upon the assignment of any such Excluded Contract to the Purchaser.
- 7. The Vendors acknowledge and agree that, subject to the terms hereof, as the Purchaser is liable and responsible for all obligations of the Vendors under the Excluded Contracts during the Transition Period, all revenue to be paid or due and payable to the Vendors pursuant to such Excluded Contracts shall be owing to, and be for the account of, the Purchaser and shall be promptly paid or remitted to the Purchaser by the Vendors or the Monitor, as the case may be, upon receipt of same.

## TRANSITION PERIOD EXPENSES

- 8. The Purchaser hereby undertakes, covenants and agrees that it shall reimburse the Vendors or the Monitor, as the case may be, for the actual out of pocket costs and expenses, plus all applicable taxes, incurred by the Vendors or the Monitor for those Tr ansition Services rendered to the Purchaser during the Transition Period, which costs and expenses shall be limited to the following:
  - (a) the Vendors' actual employee payroll costs incurred and paid in respect of the Employees;
  - (b) the Vendors' actual costs incurred for employee benefits in respect of the Employees;
  - (c) the Vendors' actual costs, including actual commissions earned, incurred during the Transition Period all of which are associated with the obligations due and payable under the Excluded Contracts;

- (d) Occupancy Expenses (as defined below in section 17);
- (e) professional fees and expenses (including counsel expenses) of the Monitor incurred in connection with the administration of this Agreement determined in accordance with the Monitor's standard hourly rates and which fees are estimated by the Monitor to be in the range of \$10,000 to \$20,000 per month; and
- (f) such other reasonable costs incurred by the Vendors and the Monitor as a result of providing to the Purchaser the Transition Services specified in section 3 hereof.

(collectively, the "Transition Period Expenses").

The Purchaser may review and audit all Transition Period Expenses at any time.

- 9. It is expressly agreed that the Transition Period Expenses shall not include any cost or expense for services rendered by any of the Vendors' employees, personnel, consultants or any other Persons providing services to the Vendors, or any cost or expense associated with the Excluded Contracts on or prior to the Closing Time and/or any cost or obligation arising in connection with the termination or severance of any employee of the Vendors.
- 10. The parties acknowledge and agree that all accounts receivable, prepayments and deposits in favour of and due to the Vendors at the Closing Time (the "Accounts Receivable") shall become assets of the Purchaser on Closing and all Accounts Receivable received by the Vendors or the Monitor after Closing shall be held in trust for the benefit of the Purchaser and may be used by the Vendors or the Monitor to reimburse the Transition Period Expenses.
- 11. If and only to the extent that there exists a shortfall between i) the cash received by the Vendors or the Monitor in respect of the Accounts Receivable and ii) the Transition Period Expenses, then, five (5) Business Days prior to the date on which any Transition Period Expense must be paid, the Vendors or the Monitor shall provide the Purchaser with notice of such expense and the Purchaser shall, within three (3) Business Days of receiving such notice, wire sufficient funds to make such payment to the Vendors or the Monitor. In the event that the Vendors or the Monitor do not receive the funds prior to the date on which the payment is due, the Monitor shall be entitled to use the Deposit (defined below) to make the payment and the Purchaser shall thereafter replenish the Deposit.
- 12. As a condition to entering into this Agreement, the Purchaser shall pay to the Monitor a deposit of \$1,500,000 (the "**Deposit**"), which is the amount that is estimated to be the Transition Period Expenses for fifteen (15) days, as security for the Purchaser's obligation to reimburse the Vendors and the Monitor for the Transition Period Expenses and which may be used and/or replenished in accordance with the terms of this Agreement. The Deposit shall be held in an interest bearing account and 30 days following the expiration of the Transition Period, the Monitor shall promptly return to the Purchaser any unused portion of the Deposit plus any excess funds paid to the Vendors or the Monitor by the Purchaser and all accrued interest thereon, provided that adequate provision has been made to fund costs payable by the Purchaser pursuant to this Agreement.

13. If at any time, the Vendors or the Monitor reasonably believe that they will no longer have sufficient funds from the Deposit to fund the Transition Period Expenses, the Vendors or the Monitor shall provide the Purchaser with at least three (3) Business Days' written notice and the Purchaser shall thereafter replenish the Deposit up to the original Deposit amount or in the amount the Purchaser, the Vendors and the Monitor may otherwise agree. In the event that the Purchaser does not provide such funds within the three (3) Business Day period, the Vendors may thereafter elect to terminate this Agreement. Notwithstanding any such termination, the Vendors and the Monitor shall retain all rights and remedies available at law or in equity, including the entitlement to reimbursement for Transition Period Expenses due and owing up to the date of the termination of this Agreement.

# **END OF THE TRANSITION PERIOD**

#### 14. End of the Transition Period:

- (i) During the Transition Period, the Purchaser, in its sole discretion, may offer employment to any of the Employees employed by the Vendors. The parties acknowledge and agree that the Purchaser shall not assume any liability for any Employee of the Vendors that the Purchaser has not elected to offer employment to or which offer was made but has been rejected by such Employee, including liability for wages, vacation pay, benefits, pensions, severance pay or termination pay. Not less than two (2) Business Days prior to the expiration of the Transition Period, the Purchaser shall provide to the Vendors and the Monitor, a list of the then current Employees of the Vendors to whom the Purchaser intends to make an offer of employment.
- (ii) Subject to the Purchaser providing earlier notice that it will not be taking an assignment and assumption of a particular Excluded Contract pursuant to Section 3(b) hereof, no later than seven (7) Business Days prior to the expiration of the Transition Period, the Purchaser shall provide the Monitor and the Vendors with written notice listing the Excluded Contracts that the Purchaser desires to acquire and assume from and after the termination of the Transition Period. On the last day of the Transition Period, provided all consents or waivers required under such Excluded Contracts have been obtained, the Vendors shall assign all of the Vendors' rights, benefits and interests in such Excluded Contracts to the Purchaser.
- (iii) On the date of expiration of the Transition Period, and subject to the terms and conditions in sub-clause (ii) above, the Monitor shall file with the Court in the CCAA Proceedings a certificate (the "Vesting Certificate"), certifying that the Purchaser has advised that the consents or waivers required by such Excluded Contracts referred to in subclause (ii) herein have been obtained to the satisfaction of the Purchaser.
- (iv) If during the Transition Period or at any time thereafter, either of the Vendors receives or obtains any monies in respect of any security deposit held by a landlord pursuant to any of the Leases, then the Vendors shall promptly pay to the

- Purchaser a dollar amount which is equivalent to that amount which either of the Vendors received in connection with any security deposit held by a landlord pursuant to any of the Leases.
- (v) In consideration of the Purchaser acquiring all of the Assets pursuant to the APA, each of the Vendors jointly and severally agrees with the Purchaser that for a four year period following the date hereof, within any province of Canada, neither of the Vendors will a) engage in, or assist any Person that is engaged in, a business that is, directly or indirectly, competitive with the Business, or b) solicit or accept any business from any customer, supplier or licensee of the Vendors, if such solicitation or business would, directly or indirectly, compete for any service or trade of the Business as it is then carried on by the Purchaser, and this provision shall survive the termination of this Agreement and continue in full force and effect following such termination.

## **OCCUPATION PERIOD**

- 15. Occupation Period. The Purchaser and the Vendors agree that during the period beginning on the Closing Date and ending on the date which is the earlier of (a) the date on which a consent to an assignment of a Leased Premise is obtained from the landlord, (b) the date which is seven (7) days after the date the Purchaser informs the Vendors and the Monitor that the Purchaser wishes to vacate a Leased Premise, and (c) the date which is ninety (90) days after the Closing Date (the "Occupation Period"), the Purchaser shall be entitled to occupy and use the Leased Premises (or any particular Leased Premise or Leased Premises) identified in Schedule A attached hereto for the purposes of conducting the Business (provided that the activities and use of the Leased Premises are consistent with the terms of such lease). No provision in this section shall be construed to in itself (i) act as an assignment to the Purchaser of any lease with respect to the Leased Premises or (ii) act as an agreement that the Purchaser is assuming any obligation due under such Leases. Notwithstanding anything to the contrary contained in this Agreement, the Purchaser shall be under no obligation to seek the consent to the assignment or the assignments of the Leases in respect of the Leased Premises.
- 16. **Bankruptcy.** The Purchaser acknowledges that the Vendors may file an assignment in bankruptcy in order to facilitate occupation by the Purchaser of the Leased Premises.

# 17. Occupancy Expenses.

(a) During and in respect of its period of occupancy of the Leased Premises hereunder, the Purchaser hereby undertakes to reimburse the Vendors or the Monitor, as the case may be, for all Basic Rent and Additional Rent (each as defined in each Lease) and all other amounts for which the tenant identified in such Lease has liability pursuant to the terms of the said Lease for the period from and after the date hereof, whenever due, to the date that the Purchaser either: i) acquires and assumes the Lease; or ii) notifies the Vendors that the Purchaser does not wish to acquire or assume such Lease (the "Occupancy Expenses"). Such reimbursement of Occupancy Expenses shall be included in the Transition Period Expenses.

- (b) The Vendors or the Monitor hereby undertake to pay the Occupancy Expenses as and when due in accordance with the terms of each such Lease or when payable by the Vendors and hereby undertake to pay such amounts directly to those entitled to receive payment.
- 18. **Right of Possession.** Nothing herein shall affect the Vendors' possession of, or right of possession, if any, in and to the Leased Premises and its rights of access thereto for the purposes of the administration of the CCAA Proceedings of the Vendors by the Monitor.
- 19. **Purchaser's Covenant.** During the Occupation Period, the Purchaser covenants and agrees that it shall:
  - (a) abide by the terms of the Leases and all statutes, by-laws, rules, regulations, orders, whether municipal, provincial or federal, relating to the Leased Premises;
  - (b) not assign, sublet or otherwise allow any other person to occupy the Leased Premises; or
  - (c) not improve or alter any of the structures or fixtures on the Leased Premises (except as otherwise expressly permitted by each such Lease).
- 20. The Purchaser shall use, keep and maintain the Leased Premises and shall, upon the expiry of the Occupation Period, vacate the Leased Premises in accordance with the terms of the applicable Lease as if the Purchaser were the tenant of the Leased Premises; it being acknowledged that the Purchaser shall only be responsible for repairs to any items in the Leased Premises resulting directly from the Purchaser's occupation of the Leased Premises during the Occupation Period.
- 21. Neither the Vendors nor the Monitor shall be responsible for any personal injury sustained by the Purchaser or by any servant, agent, licensee, employee or customer of the Purchaser who may be on the Leased Premises. All risks of any such injury are hereby assumed by the Purchaser during the Occupation Period.
- 22. The right of occupation herein is a personal right arising from negotiated terms of the APA, this Agreement and the Transaction referenced herein and not as a result of a tenancy agreement or payment of rent. The parties hereto agree the right of occupation herein shall not be interpreted or be deemed to be a tenancy agreement nor be subject to or governed by the *Tenant Protection Act* or any other similar or replacement legislation.

#### **MISCELLANEOUS**

23. **Indemnity.** The Purchaser hereby indemnifies and saves harmless the Vendors and the Monitor from and against all manner of claims, demands, liabilities, debts, dues, actions, causes of actions, suits, proceedings, judgments, expenses, damages and disbursements of any nature whatsoever arising from the Purchaser's failure to pay Transition Period Expenses or acts or omissions in connection with the Purchaser's obligations during the Transition Period and related to this Agreement.

- 24. **Insurance.** The Purchaser represents and warrants to the Vendors that it has obtained adequate insurance coverage on the Leased Premises and shall, upon request, provide evidence thereof.
- 25. **Further Assurances**. Each of the parties hereto, at the expense of the requesting party (unless otherwise specified herein), shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to the full extent the provisions of the agreement.
- 26. **Notice.** Any notice or other communication under this Agreement shall be in writing and may be delivered personally or transmitted by fax or e-mail, addressed in the case of the Purchaser, as follows:

Global Knowledge Network (Canada) Inc.

c/o: Global Knowledge Training LLC

9000 Regency Parkway, Ste. 500

Cary, North Carolina 27512 USA

Attention:

Brian Holland

Telephone No.:

(919) 460-3219

Fax No.:

(919) 463-1319

E-mail:

brian.holland@globalknowledge.com

with a copy to:

Miller Thomson LLP

Scotia Plaza

40 King Street West, Suite 5800

Toronto, Ontario M5H 3S1

Attention:

Beryl B. Green / Jason Rosen

Telephone No.:

(416) 595-8627 / (416) 595-2644

Fax No.:

(416) 595-8695

E-mail:

bgreen@millerthomson.com

Email:

jrosen@millerthomson.com

and in the case of the Vendors, as follows:

Nexient Learning Inc.

2 Bloor Street West, Suites 800 & 1200

Toronto, Ontario M4W 3E2

Attention:

Donna de Winter

Telephone No.:

(416) 964-8664

Fax No.:

(416) 920-6856

E-mail:

ddewinter@nexientlearning.com

Nexient Learning Canada Inc.

2 Bloor Street West, Suites 800 & 1200

Toronto, Ontario M4W 3E2

Attention:

Donna de Winter

Telephone No.:

(416) 964-8664

Fax No.:

(416) 920-6856

E-mail:

ddewinter@nexientlearning.com

with a copy to:

Chaitons LLP

185 Sheppard Ave. West

Toronto, Ontario M2N 1M9

Attention:

Harvey Chaiton

Telephone No.:

(416) 218-1129

Fax No.:

(416)218-1854

E-mail:

Harvey@chaitons.com

and in the case of the Monitor, as follows:

RSM Richter Inc.

200 King Street West, Suite 1100

Toronto, Ontario M5H 3T4

Attention:

Robert Kofman

Telephone No.:

(416) 932-6228

Fax No.:

(416) 932-6200

E-mail:

rkofman@rsmrichter.com

with a copy to:

Ogilvy Renault LLP

Royal Bank Plaza, South Tower

200 Bay Street, Suite 3800

Toronto, Ontario M5J 2Z4

Attention:

Mario Forte

Telephone No.:

(416) 216-4870

Fax No.:

(416) 216-3930

E-mail:

mforte@ogilvyrenault.com

Any such notice or other communication, if given by personal delivery, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by fax or e-mail before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by fax or e-mail after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

27. **Time.** Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an

agreement in writing signed by the Monitor on behalf of the Vendors and the Purchaser or by their respective solicitors.

28. **Currency.** Except where otherwise indicated, all references herein to money amounts are in Canadian currency.

### 29. Miscellaneous.

- (a) This Agreement shall be binding upon and enure to the benefit of the Vendors and the Purchaser and their respective successors and assigns and shall enure to the benefit of the Monitor.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereby irrevocably attorn to the courts of the Province of Ontario with respect to any matter ensuing hereunder.
- (c) In the event there is an inconsistency between this Agreement and the APA, this Agreement shall prevail.
- (d) Neither this Agreement nor any provision herein may be amended, waived, discharged or terminated except with the written consent of the Monitor and by an instrument in writing, signed by the parties or by the party against whom enforcement of the amendment, waiver, discharge or termination is sought.
- (e) This Agreement may be executed in counterparts and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.
- (f) This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes and cancels all prior agreements, including, but not limited to, all proposals or representations, written or oral, with respect thereto.

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**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the date first above written.

**NEXIENT LEARNING INC.**, by RSM Richter Inc., solely in its capacity as Courtappointed monitor, and not in its personal capacity

•
Name:
Title:
I/We have the authority to bind the Corporation.
ENT LEARNING CANADA INC.,  M Richter Inc., solely in its capacity rt-appointed monitor, and not in its al capacity
Name:
Title:
I/We have the authority to bind the Corporation.
KNOWLEDGE NETWORK A) INC.  me: Brian Holland the: President the symposity to bind the corporation

## SCHEDULE A

## List of Leased Premises

#### Vancouver

Bentall Tower Two, Suite 400 555 Burrard Street Vancouver, BC V7X 1M8

#### Victoria

838 Fort Street Victoria, BC V8W 1H8

## Calgary

700 2nd Street West, Suite 400 Calgary, AB T2P 2W1

#### Edmonton

College Plaza 8215-1 12 Street, Suite 1100 Edmonton, AB T6G 2C8

# Winnipeg

201 Portage Avenue Suite 1903 Winnipeg, MB R3B 3K6

### Toronto

CIBC Building 2 Bloor Street West Suites 800 & 1200 Toronto, ON M4W 3E2

# Mississauga

30 Eglinton Avenue West Suite 804 Mississauga, ON L5R 3E7

#### Ottawa

Holland Cross 1600 Scott Street, 3rd Floor Tower B Ottawa, ON K1Y 4N7

#### Kitchener

50 Queen Street North Suite 860 Kitchener, ON N2H 6P4

# Montréal

800 Boul. René-Levesque Ouest Bureau 990 Montréal, QC H3B 1X9

#### Halifax

1809 Barrington Street Suite 900 Halifax, NS B3J 3K8

#### Sydney

70 Crescent Street Suite 101 Sydney, NS B1S 2Z7

#### St. John's

Viking Building 136 Crosbie Road, Suite 409 St. John's, NL A1B 3K3