

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C 36, AS AMENDED**

**AND IN THE MATTER OF H WORK, LLC, RGN-GROUP HOLDINGS, LLC,
RGN-NATIONAL BUSINESS CENTRES, LLC, RGN-FORT LAUDERDALE III, LLC,
RGN-COLUMBUS IV, LLC, RGN-CHICAGO XVI, LLC, AND RGN-CHAPEL HILL II, LLC**

**APPLICATION OF RGN-NATIONAL BUSINESS CENTRES, LLC
UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C-36, AS AMENDED**

(Applicant)

**MOTION RECORD
(Returnable August 25, 2020)
(Re: Lease at 10050 – 112th Street, Suites #904 and #1001, Edmonton AB)**

August 25, 2020

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E
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Lawyers for the Foreign Representative

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TAB 1

**ONTARIO
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UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C-36, AS AMENDED**

(Applicant)

**NOTICE OF MOTION
(Returnable August 26, 2020)**

RGN-National Business Centers, LLC (the "**Foreign Representative**"), in its capacity as the foreign representatives of itself and the six (6) other debtors-in-possession (collectively, the "**Chapter 11 Debtors**", and each, a "**Chapter 11 Debtor**") will make a motion to a judge of the Ontario Superior Court of Justice (Commercial List) on August 26, 2020 at 11:00 a.m. EST via video conference.

PROPOSED METHOD OF HEARING: The motion is to be heard via video conference due to the ongoing COVID-19 pandemic. The video conference details can be found in Schedule "**A**" to this Notice of Motion.

THE MOTION IS FOR:

1. An Order, substantially in the form at Tab 3 of the Motion Record of the Foreign Representative, which:
 - (a) Declares that the purported termination by 112 Street NW Edmonton Partners Limited Partnership, acting and represented by 112 Street NW Edmonton Partners GP Inc. (the "**Landlord**") of the Lease dated July 1, 2016 (the "**Lease**") between the Landlord and RGN Alberta XII Limited Partnership (the "**Tenant**") is void; and

(b) Provides the Tenant with an opportunity within five (5) business days to cure the default in accordance with Section 14.11 of the Lease (as defined below).

2. Such further and other relief as counsel may request and this Court deems just.

THE GROUNDS FOR THE MOTION ARE:

A. Background

3. On August 17, 2020, RGN-National Business Centers, LLC ("**RGN-NBC**") and certain affiliates commenced cases under the Chapter 11 of the U.S. Code with United States Bankruptcy Court for the District of Delaware (the "**U.S. Court**");

4. The U.S. Court authorized RGN-NBC to act as the foreign representative of itself and the other Chapter 11 Debtors on August 20, 2020;

5. On August 24, 2020, RGN-NBC filed an application under Part IV of the *Companies' Creditors Arrangement Act* (the "**CCAA**") for recognition of the Chapter 11 Cases;

6. On August 24, 2020, this Court granted an Initial Recognition Order (Foreign Main Proceeding) and a Supplemental Order (Foreign Main Proceeding);

B. Lock-Out

7. An affiliate of the Chapter 11 Debtors, RGN Alberta XII Limited Partnership (the "**Tenant**"), and 112 Street NW Edmonton Partners Limited Partnership, acting and represented by 112 Street NW Edmonton Partners GP Inc. (the "**Landlord**") are party to a Lease dated July 1, 2016 (the "**Lease**"). RGN-NBC is an indemnifier in respect of the Lease;

8. On the morning of August 24, 2020, the Landlord posted a Notice of Termination and Notice to Quit at the Premises (the "**Notice**") purporting "to terminate the Lease immediately, without prior notice and without any opportunity to cure the default";

9. The Lease required the Landlord to give an opportunity of five (5) business days to cure such default by providing the Landlord with additional security in an amount calculated in accordance with the Indemnity Agreement;

10. Neither the Tenant or RGN-NBC, the Indemnifier, were provided with advanced notice of the purported termination and “lock out”;
11. The Tenant wants an opportunity to cure within five (5) business days as contemplated by the Lease following evaluation of the situation;
12. The purported termination of the Lease, if not voided by this Court, will cause irreparable harm to the Chapter 11 Debtors’ restructuring efforts, the Tenant and the customers who use the premises in connection with their own businesses;
13. The requested relief causes no or limited prejudice to the Landlord as it solely enforces the terms of the Lease;

General

14. Section 49 of the CCAA and the inherent and equitable jurisdiction of this Court;
15. The provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
16. The provisions of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, including r. 2.03, 3.02 and 37 thereof; and

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

(a) The affidavit of Joshua Nicosia sworn August 26, 2020; and

(b) Such further and other evidence as counsel may advise and this Court may permit.

August 26, 2020

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Lawyers for the Foreign Representative

Schedule "A"

Zoom Particulars

August 26, 2020 at 11:00 a.m. Eastern Time (Toronto)

Join Zoom Meeting

<https://zoom.us/j/99922334291>

Meeting ID: 999 2233 4291

One tap mobile

+14086380968,,99922334291# US (San Jose)

+16468769923,,99922334291# US (New York)

Dial by your location

+1 408 638 0968 US (San Jose)

+1 646 876 9923 US (New York)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

Meeting ID: 999 2233 4291

Find your local number: <https://zoom.us/u/abs9kDQPd>

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C 36, AS AMENDED AND IN THE MATTER OF H WORK, LLC, RGN-GROUP HOLDINGS, LLC, RGN-NATIONAL BUSINESS CENTERS, LLC, RGN-FORT LAUDERDALE III, LLC, RGN-COLUMBUS IV, LLC, RGN-CHICAGO XVI, LLC, AND RGN-CHAPEL HILL II, LLC

Court File No.: CV-20-00646084-00CL

APPLICATION OF RGN-NATIONAL BUSINESS CENTERS, LLC UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED

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

Proceeding commenced at Toronto

**NOTICE OF MOTION
(Returnable August 26, 2020)**

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Lawyers for the Foreign Representative

TAB 2

Court File No. CV-20-00646084-00CL

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

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C.
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**APPLICATION OF RGN-NATIONAL BUSINESS CENTERS, LLC
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1985, C. C-36, AS AMENDED**

(Applicant)

**AFFIDAVIT OF JOSHUA NICOSIA
(Sworn August 25, 2020)**

I, Joshua Nicosia, of the City of Dallas, Texas, United States of America, **MAKE OATH
AND SAY:**

1. I am General Counsel – North America of Regus Corporation ("**Regus**"), a Delaware corporation (together with its affiliates, "**IWG**" or the "**Company**"). Regus is the sole member and direct or indirect parent company of each of the above-captioned debtors and debtors in possession (the "**Chapter 11 Debtors**") that have each filed pursuant to Chapter 11 of the U.S. Code (the "**Bankruptcy Code**"). In the course of my role with the Company, and discussions with other members of the Chapter 11 Debtors' management, outside counsel and financial advisors, I have become familiar with the operations and financial affairs of the Chapter 11 Debtors and their non-debtor affiliates. As a result, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. Where I have relied upon information received from other individuals, I state the source of such information and believe such information to be true.

2. I swear this affidavit in support of a motion by RGN-National Business Centers, LLC (“**RGN-NBC**”), in its capacity as foreign representative (in such capacity, the “**Foreign Representative**”) for

- (a) a declaration that the purported termination by 112 Street NW Edmonton Partners Limited Partnership, acting and represented by 112 Street NW Edmonton Partners GP Inc. (the “**Landlord**”) of the Lease dated July 1, 2016 (the “**Lease**”) between the Landlord and RGN Alberta XII Limited Partnership (the “**Tenant**”) is void; and
- (b) providing the Tenant with an opportunity within five (5) business days to cure the default in accordance with Section 14.11 of the Lease (as defined below).

3. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the affidavit of James Feltman sworn August 22, 2020 (the “**Feltman Affidavit**”), a copy of which is attached hereto as **Exhibit “A”**.

A. Background

4. The background of these proceedings is detailed in the Feltman Affidavit.

5. On August 24, 2020, this Court granted an Initial Recognition Order (Foreign Main Proceeding) and Supplemental Order (Foreign Main Proceeding), which, among other things:

- (a) recognized the Chapter 11 cases commenced by the Chapter 11 Debtors in Delaware, United States of America (the “**Chapter 11 Cases**”) as foreign main proceedings pursuant to Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”);

- (b) recognized certain first day orders granted by the United States Bankruptcy Court for the District of Delaware (the “**U.S. Court**”); and
- (c) appointed KSV Kofman Inc. (“**KSV**”) as Information Officer (the “**Information Officer**”) in respect of these proceedings pursuant to the CCAA (the “**CCAA Recognition Proceedings**”).

B. Purported Termination and Lock-out

6. The Tenant is a Canadian SPE Tenant as described in the Feltman Affidavit. The Tenant is a party to the Lease with the Landlord in respect of the premises located at 10050 - 112th Street, Suites 904 & 1001, Edmonton, Alberta (the “**Premises**”).

7. RGN-NBC is an indemnifier (in such capacity, the “**Indemnifier**”) under an Indemnity Agreement dated July 1, 2016 (the “**Indemnity Agreement**”) entered into between the Landlord and the Indemnifier in connection with the Lease. Copies of the Lease and the Indemnity Agreement are attached hereto as **Exhibit “B”** and **Exhibit “C”**.

8. On the morning of August 24, 2020, the Landlord posted a Notice of Termination and Notice to Quit at the Premises (the “**Notice**”) purporting “to terminate the Lease immediately, without prior notice and without any opportunity to cure the default.”

9. In fact, in the case where the default relates to the performance of the Indemnifier, the Lease requires the Landlord to give an opportunity of five (5) business days to cure such default by providing the Landlord with additional security in an amount calculated in accordance with the Indemnity Agreement. Neither the Tenant or RGN-NBC, the Indemnifier, were provided with advanced notice of the purported termination and “lock out”. The sole default alleged in the Notice is the commencement of the Chapter 11 Cases by RGN-NBC. My understanding is that there are

no monetary defaults existing under the Lease and no rent arrears outstanding under the Lease.

A copy of the Notice is attached hereto as **Exhibit "D"**.

10. I understand from Terri Pozniak, Sales Director of the Canadian Affiliates, that the doors to the Premises were locked and the Tenant and Occupants were denied access to the Premises. Staff located at the Premises were forced to set up a table outside the Premises in order to explain to Occupants that the Tenant had been locked out by the Landlord. As described in the Feltman Affidavit, the Occupants use the Premises in connection with their own businesses and the lock-out by the Landlord may have serious effects on their ability to operate.

C. Lease Terms

11. The Landlord purports to rely upon Section 14.01(5) of the Lease, which provides:

Whenever:

...

- (5) the Tenant or Indemnifier becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any statute that may be in force for bankrupt or insolvent debtors or becomes involved in voluntary or involuntary dissolution, winding-up or liquidation proceedings or if a receiver is appointed for all or part of the business, property, affairs or revenues of Tenant, or if Tenant makes a proposal, arrangement or compromise with creditors;

...

then and in any of such events, the full amount of the current month's and the next ensuing three (3) months' installments of Rent shall immediately become due and payable and Landlord may immediately distrain for the same, together with any arrears then unpaid and at the option of Landlord, it may terminate this Lease by giving written notice of termination, and Landlord may without notice or any form of legal process whatsoever forthwith re-enter the Leased Premises and it may repossess the Leased Premises and enjoy them as of its former estate, anything contained in any statute or at law to the contrary notwithstanding, and may expel all persons and remove all property from the Leased Premises and such

property may be removed and sold or disposed of by Landlord as it deems advisable or may be stored in a public warehouse or elsewhere at the cost of Tenant, all without service of notice or resort to legal process and without Landlord being considered guilty of trespass or conversion or becoming liable for any loss or damage which may be occasioned thereby, provided, however, that such termination shall be wholly without prejudice to the right of Landlord to recover arrears of Rent and damages for any default by Tenant hereunder. Should Landlord at any time terminate this Lease by reason of any such event, then, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur as a result of such termination. If Landlord re-enters and elects to terminate this Lease and Tenant fails to remove its property within ten (10) days after notice requiring it to do so is given, Tenant will be deemed to have abandoned its property and Landlord will be entitled to retain it or dispose of it for Landlord's benefit.

12. However, the rights of the Landlord set out in Section 14.01(5) of the Lease are subject to Section 14.11 of the Lease which provides:

14.11 BREACH BY INDEMNIFIER

Notwithstanding anything to the contrary contained herein, in the event the Indemnifier is in breach of its obligations under this Lease, the Tenant shall be permitted to cure such breach by providing an additional security with the Landlord in an amount equal to the then remaining Cap (as defined in Schedule "G" hereof) within five (5) Business Days of such breach. Any such additional security shall be treated as a security deposit and the provisions of Section 17.01 shall apply to such additional security accordingly. [emphasis added]

13. As stated above, none of IWG, RGN-NBC (the Indemnifier) or the Tenant received any notice in advance of the purported termination and "lock out" by the Landlord or any opportunity to cure the default in accordance with Section 14.11 of the Lease.

14. Now that the Tenant is aware of the Landlord's decision to declare a default and terminate the Lease, the Tenant wants an opportunity to cure within five (5) business days as contemplated by the Lease following evaluation of the situation. The purported termination of the Lease, if not voided by this Court, will cause irreparable harm to the Chapter 11 Debtors' restructuring efforts, the Tenant and the Occupants on the Premises. Every Centre that is required to be closed based

on the filing of the Guarantor Debtors decreases a revenue stream of the Guarantor Debtors, may result in claims against the Guarantor Debtors and potentially cause additional Landlords to take actions against the Canadian SPE Entities.

D. Lease Procedures Motion

15. Further, as described in the Feltman Affidavit, an important aspect of these CCAA Recognition Proceedings was to attempt to ensure the stability for the Company during the Chapter 11 Cases and prevent Landlords from terminating Leases without notice. The Chapter 11 Debtors had filed the Lease Procedures Motion with the U.S. Court on August 17, 2020 for this intended purpose. The Lease Procedures Motion and its importance to the Chapter 11 Debtors' restructuring efforts is described in the Feltman Affidavit.

16. The Landlord in this case was served with a copy of the Lease Procedures Motion on August 18, 2020 via e-mail and overnight mail. Specifically, the Lease Procedures Motion and notice thereof was sent by overnight mail "C/O Canderel Management (West) Inc., Suite 300, 10050 112 Street Edmonton AB, T5K 2J1 Canada" and emailed to "sosterloh@canderel.com" and "blandry@canderel.com". A copy of the affidavit of service of Andrea R. Speel confirming the above mailings is attached hereto as **Exhibit "E"**. The Lease Procedures Motion confirmed that the Chapter 11 Debtors intended to seeking recognition of any relief granted by the U.S. Court in these CCAA Recognition Proceedings.

17. Notwithstanding notice of the impending Lease Procedures Motion, the Landlord posted the Notice at the Premises on August 25, 2020, prior to the hearing of the motion. During the afternoon of August 25, 2020, the U.S. Court denied the Lease Procedures Motion on an interim basis without prejudice to the Chapter 11 Debtors to seek the relief on a final basis at a later date.

E. Notice

18. I understand from Lee Nicholson of Stikeman Elliott LLP that he emailed the Landlord at 12:05 p.m. EST on August 25, 2020, providing notice of the Chapter 11 Debtors to seek relief from this Court on August 26, 2020 at 11:30 a.m. EDT. Mr. Nicholson sent the notice to another contact at the Landlord at 5:47 p.m. EDT on the same date and sent notice of the revised hearing time of 11:00 a.m. EST on August 26, 2020, at 7:06 p.m. EDT. Copies of the emails sent by Mr. Nicholson to the Landlord are attached hereto as **Exhibit “F”**.

F. Requested Relief

19. On this emergency motion, the Foreign Representative is requesting this Court grant an Order declaring (a) the purported termination of the Lease by the Landlord void; and (b) providing the Tenant an opportunity to cure such default in accordance with Section 14.11 of the Lease.

I confirm that while connected via video technology, Mr. Joshua Nicosia showed me the front and back of his government-issued photo identity document and that I am reasonably satisfied it is the same person and the document is current and valid. I confirm that I have reviewed each page of this affidavit with Joshua Nicosia and verify that the pages are identical.

Sworn before me by video conference from the City of Dallas, in the State of Texas, United States of America, to City of Toronto, in the Province of Ontario, Canada, on August 25, 2020.

DocuSigned by:
Lee Nicholson
LEE NICHOLSON (LSO #664121)
Commissioner for Taking Affidavits
in the Province of Ontario

DocuSigned by:
Joshua Nicosia
E3744F2FF3524D1C
JOSHUA NICOSIA

TAB A

This is
EXHIBIT "A"
referred to in the affidavit of
Joshua Nicosia
dated August 25, 2020

DocuSigned by:

Lee Nicholson

82C0CC8E694B4AB...

Commissioner for taking affidavits

Court File No. _____

**ONTARIO
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**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C.
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(Applicant)

**AFFIDAVIT OF JAMES S. FELTMAN
(Sworn August 22, 2020)**

I, James S. Feltman, of the City of Miami, Florida, United States of America, **MAKE OATH
AND SAY:**

1. I am a managing director of Duff & Phelps, LLC, an advisory firm providing governance, risk and transparency solutions for clients across diverse sectors, including publicly traded and privately held companies, law firms, government entities and investment organizations such as private equity firms and hedge funds. My practice at Duff & Phelps is focused on providing fiduciary, advisory consulting, and expert witness testimony in areas including insolvency, restructuring, accounting, and financial statement reporting. I have served as an appointed fiduciary with a branch of the United States Department of Justice spanning nearly 30 years, have been appointed as an advisor by both U.S. federal (district and bankruptcy) and state courts, have served as an arbitrator and mediator, and have been appointed as a Monitor by the U.S. Federal Trade Commission.

2. Duff & Phelps was retained by each of the above-captioned debtors and debtors in possession (the "**Chapter 11 Debtors**") to provide interim management services. I am the

Responsible Officer for each of the Chapter 11 Debtors, effective as of the dates of their respective filings. In this capacity, I am responsible for assisting in the management of the Chapter 11 Debtors' operations, overseeing their liquidity management, and assisting with their restructuring process. In the course of this engagement and working with the Chapter 11 Debtors' management and outside counsel and financial advisors, I have become familiar with the operations and financial affairs of the Chapter 11 Debtors and their non-debtor affiliates. As a result, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. Where I have relied upon information received from other individuals, I state the source of such information and believe such information to be true.

3. I swear this affidavit in support of an application by RGN-National Business Centers, LLC ("**RGN-NBC**"), in its capacity as foreign representative (in such capacity, the "**Foreign Representative**") of itself and the other Chapter 11 Debtors that recently filed voluntary petitions for relief pursuant to Chapter 11 of the U.S. Code (the "**Bankruptcy Code**"), seeking, among other things, the following relief:

- (a) recognition of the cases commenced by the Chapter 11 Debtors in the United States (the "**Chapter 11 Cases**") as foreign main proceedings under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**");
- (b) recognition of certain First Day Orders (as defined below) granted by the U.S. Court (as defined below); and
- (c) appointing KSV Kofman Inc. ("**KSV**") as Information Officer (the "**Information Officer**") in respect of these proceedings under the CCAA (the "**CCAA Recognition Proceedings**").

4. Unless otherwise indicated, all monetary amounts in this affidavit are in U.S. dollars.

A. Background

5. On August 17, 2020 (the "**Petition Date**"), RGN-NBC, H Work, LLC (f/k/a HQ Global Workplaces LLC) ("**H Work**") and RGN-Group Holdings, LLC ("**Holdings**") (collectively, the "**Guarantor Debtors**") filed voluntary petitions for relief pursuant to Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the "**U.S. Court**"). Previously, RGN-Columbus IV, LLC filed a voluntary petition for relief under the Bankruptcy Code on July 30, 2020, RGN-Chapel Hill II, LLC filed its voluntary petition on August 2, 2020, RGN-Chicago XVI, LLC filed its voluntary petition on August 3, 2020, and RGN-Fort Lauderdale III, LLC (collectively with RGN-Columbus IV, LLC, RGN-Chicago XVI, LLC, and RGN-Chapel Hill II, LLC, the "**SPE Debtors**") filed its voluntary petition on August 8, 2020. I am advised by Lee Nicholson of Stikeman Elliott LLP, Canadian counsel to the Chapter 11 Debtors, that copies of the certified petitions filed by each of the Chapter 11 Debtors will be included in a Compendium of Materials Filed in the Chapter 11 Cases (the "**U.S. Compendium**").

6. Each of the Chapter 11 Debtors elected for Subchapter V of the Bankruptcy Code ("**Subchapter V**"), to apply to the Chapter 11 Cases, which is a subsection of the Bankruptcy Code for small business debtors with non-contingent liabilities less than \$7.5 million (excluding debts owed to affiliates or insiders).

7. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in my declaration sworn August 17, 2020 and filed with the U.S. Court in support of the motions filed by the Guarantor Debtors upon the commencement of the Chapter 11 Cases (the "**First Day Motions**"), a copy of which is attached as **Exhibit "A"** (the "**First Day Declaration**").

8. The First Day Declaration provides a comprehensive overview of the Chapter 11 Debtors and the events leading up to the commencement of the Chapter 11 Cases. Consequently, this affidavit provides a more general overview of the Chapter 11 Debtors and focuses on providing this Court with information on the purpose of the CCAA Recognition Proceedings, to support the finding of the centre of main interest (“**COMI**”) for each of the Chapter 11 Debtors and to support the request for recognition of the Chapter 11 Cases as a “foreign main proceeding”, the recognition of certain orders granted by the U.S. Court in connection with the First Day Motions (the “**First Day Orders**”), and an overview of the Lease Notice Procedures Motion (as defined below) which the Foreign Representative expects to seek recognition of pending the outcome of a hearing scheduled before the U.S Court on August 25, 2020.

B. The Business

(a) Overview

9. The Chapter 11 Debtors are direct or indirect subsidiaries of Regus Corporation, a Delaware corporation, that, together with its affiliates (collectively, “**IWG**” or the “**Company**”), offers a network of on-demand office and co-working spaces, and ancillary services and support, to a variety of clients across a host of industries in over 1,000 locations in the United States and Canada.

10. IWG’s business model begins with entry into long-term commercial real property leases (each, a “**Lease**”) with a property owner (each, a “**Landlord**”), that provide the Company with unoccupied office space (the “**Centres**”). IWG develops and engineers each of the Centres to meet the needs of individuals, companies, and organizations who will contract for use of portions of the Centers. IWG markets its Centres under an umbrella of different brand names, each tailored to appeal to different types of clients and those clients’ specialized needs. These clients (the “**Occupants**”) enter into short-term licenses (each, an “**Occupancy Agreement**”) to use portions

of the Centres, which are customizable as to duration, configuration, services, and amenities. When operating successfully, a Centre's Occupants' license payments ("**Occupancy Fees**") will exceed the combined cost of the underlying long-term lease, management cost, and operating expenses of the Centre.

11. Generally, the lessee under each Lease is a special-purpose entity formed for this specific purpose (each, a "**Lease Holder**"). Each of the SPE Debtors is formed this way. In certain cases, the Lease Holder's obligations under the Lease are also partially or fully guaranteed by another IWG entity, such as the Guarantor Debtors.

(b) The Chapter 11 Debtors

12. As described above, each of the Chapter 11 Debtors is either a direct or indirect subsidiary of Regus Corporation, a non-debtor Delaware corporation. Regus Corporation is a wholly-owned subsidiary of Regus Group Limited ("**RGL UK**"), a company organized under the laws of the United Kingdom. RGL UK is a wholly-owned subsidiary of IWG Group Holdings Sarl, a company organized under the laws of Luxembourg. IWG Group Holdings Sarl is a wholly-owned subsidiary of IWG Enterprise Sarl, a company also organized under the laws of Luxembourg. IWG Group Enterprise Sarl is a wholly-owned subsidiary of IWC Plc, a company organized under the laws of the Bailiwick of Jersey with a head office in Switzerland.

13. A simplified organizational chart of IWG, including the Chapter 11 Debtors, is attached hereto as **Exhibit "B"**.

14. The First Day Declaration provides an overview of the Chapter 11 Debtors' indebtedness and inter-company arrangements.

(i) **Guarantor Debtors**

15. The Guarantor Debtors are H Work, Holdings and RGN-NBC. A brief description of each of the Guarantor Debtors is set out below:

- (a) *H Work*: H Work is a Delaware company and direct subsidiary of Regus Corporation. H Work recently changed its name from HQ Global Workplaces LLC. H Work is multi-Centre tenant under Leases in the United States and has guaranteed various Leases in Canada and the United States. Its financial position and assets are detailed in the petition filed in the Chapter 11 Cases and included in the U.S. Compendium. The registered head office of H Work is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and its corporate headquarters is located at 3000 Kellway Drive, Suite 140, Carrollton (Dallas), Texas 75006.
- (b) *Holdings*: Holdings is a Delaware company and direct subsidiary of Regus Corporation. As described in the First Day Declaration, Holdings owns the furniture, equipment and other personal property (“**FF&E**”) used in connection with IWG’s business in the United States and leases the FF&E to each applicable Lease Holder. Its financial position and assets are detailed in the petition filed in the Chapter 11 Cases and included in the U.S. Compendium. The registered head office of Holdings is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and its corporate headquarters is located at 3000 Kellway Drive, Suite 140, Carrollton (Dallas), Texas 75006.
- (c) *RGN-NBC*: RGN-NBC is a Delaware company and indirect subsidiary of Regus Corporation. The share capital of RGN-NBC is owned by RGN Holdings, LLC, a non-debtor wholly-owned subsidiary of Regus Corporation.

Similar to H Work, RGN-NBC is multi-Centre tenant under Leases in the United States and has guaranteed various Leases in Canada and the United States. Its financial position and assets are detailed in the petition filed in the Chapter 11 Cases and included in the U.S. Compendium. The registered head office of RGN-NBC is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and its corporate headquarters is located at 3000 Kellway Drive, Suite 140, Carrollton (Dallas), Texas 75006.

16. As described above, The Guarantor Debtors are guarantors under various Leases entered into by various special purpose Lease Holders. As of the Petition Date, the Guarantor Debtors were guarantors, or co-liable as original tenant-assignor, of 653 Leases in total – 84 by Holdings, 379 by RGN-NBC, and 191 by H Work.¹ Of these Leases for which the Guarantor Debtors are liable or partially liable, 85 are in respect of Centres located in Canada - 18 by Holdings, 57 by RGN-NBC, and 10 by H Work. The Guarantor Debtors receive guarantee fees from the Lease Holders, including the Canadian Affiliates (as defined below), in consideration for providing guarantees in respect of their Leases which are paid on a semi-annual basis. The total guarantee fees received by Guarantor Debtors from Lease Holders is approximately \$15 million annually, of which \$1.4 million is from Lease Holders in Canada.

17. Despite guaranteeing various Leases in respect of Canadian Centres, the Guarantor Debtors do not carry on business in Canada, do not have any Canadian assets or property, except for the receivables owing by Canadian Affiliates (as defined below) for the guarantee fees, and they are managed solely from the United States. Their only connection to the Canadian Affiliates is through the provision of these guarantees and/or indemnities in respect of the Leases.

¹ I understand that there is a Lease in respect of a Centre in the United States guaranteed by both Holdings and RGN-NBC.

(ii) SPE Debtors

18. The SPE Debtors are RGN-Fort Lauderdale III, LLC, RGN-Columbus IV, LLC, RGN-Chicago XVI, LLC, and RGN-Chapel Hill II, LLC.

19. Each of the SPE Debtors are Lease Holders as described above and are special purpose entities solely formed to hold a Lease for a Centre in the United States. The SPE Debtors do not have any connection to the Canadian Affiliates. The SPE Debtors do not carry on business in Canada, do not have any Canadian assets or property, are managed solely from the United States and do not have any connection to the Canadian Affiliates (as defined below) other than being related by virtue of having the same ultimate indirect shareholders. Depending on the outcome of negotiations with Landlords in the United States described below, other similarly situated Lease Holders to the current SPE Debtors may file for protection under the Bankruptcy Code and consolidate their case with the current Chapter 11 Cases.

20. Below is a summary of the SPE Debtors' state of incorporation, principal place of business and registered head office:

SPE Debtor	State of Incorporation	Principal Place of Business	Registered Head Office
RGN-Fort Lauderdale III, LLC	Delaware	3000 Kellway Drive, Suite 140, Carrollton (Dallas), Texas 75006	251 Little Falls Drive, Wilmington, Delaware 19808
RGN-Columbus IV, LLC	Delaware	3000 Kellway Drive, Suite 140, Carrollton (Dallas), Texas 75006	251 Little Falls Drive, Wilmington, Delaware 19808
RGN-Chicago XVI, LLC	Delaware	3000 Kellway Drive, Suite 140, Carrollton (Dallas), Texas 75006	2711 Centerville Road, Suite 400, Wilmington, Delaware 19808

RGN-Chapel Hill II, LLC	Delaware	3000 Kellway Drive, Suite 140, Carrollton (Dallas), Texas 75006	251 Little Falls Drive, Wilmington, Delaware 19808
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(c) Canadian Affiliates

21. Canadian non-debtor affiliates of the Chapter 11 Debtors (the “**Canadian Affiliates**”) operate IWG’s business in Canada. The Canadian Affiliates are direct or indirect subsidiaries of RGL UK.

22. Generally, the Canadian business has the same structure as described above for IWG’s business. Typically, each Lease Holder in Canada is a special purpose limited partnership (the “**Canadian Tenant LPs**”) formed between RGN Limited Partner Holdings Corp. (“**RGN LP**”), as limited partner, and a different general partner. In a few instances, the Lease Holder in Canada is a special purpose company (together with the Canadian Tenant LPs, the “**Canadian Tenant SPEs**”) rather than a limited partnership. The Canadian Tenant SPEs are specifically formed to enter into individual Leases with various Landlords and to hold an individual Lease for a single Centre in Canada. Typically, the Canadian Tenant SPEs’ only assets are the Leases and any FF&E located within the Centre.

23. Occupants in each Centre enter into Occupancy Agreements with RGN Management Limited Partnership (“**RGN Management LP**”), a limited partnership formed between RGN LP, as limited partner, and RGN Management GP Inc., as general partner. RGN Management LP is also the employer of all employees of the Canadian business.

24. The Canadian Tenant LPs’ general working capital needs are financed by RGN Management LP on a secured basis. Each Canadian Tenant SPE has entered into separate intra-group loan facility agreements and general security agreements with RGN Management LP. The

obligations under the loan agreements are secured by all the present and after acquired property of the Canadian Tenant SPEs, including the FF&E.

25. A simplified organizational chart of the Canadian Affiliates is attached hereto as **Exhibit “C”**. No relief is being sought in respect of the Canadian Affiliates at this time.

(d) Canadian Centres

26. IWG, through the Canadian Affiliates, operates 137 Centres in Canada. As set out above, the Leases for 85 of these Centres are guaranteed by the Guarantor Debtors (the “**Guaranteed Canadian Leases**”) and the Guarantor Debtors receive guarantee fees from the Canadian Tenant SPEs in consideration for guaranteeing the Guaranteed Canadian Leases. The Leases in respect of the other Centres are not guaranteed or are guaranteed by other affiliates of IWG which are not debtors in the Chapter 11 Cases. The following chart summarizes the Centres in Canada, which are guaranteed by the Guarantor Debtors, by province:

Province	Canadian Centres	Canadian Centres with Lease guaranteed by the Guarantor Debtors
Ontario	69	43
British Columbia	29	16
Alberta	16	9
Quebec	17	12
Saskatchewan	1	0
Nova Scotia	3	3
Manitoba	2	2
Total	137	85

27. A list of Canadian Tenant SPEs with the Guaranteed Canadian Leases is attached hereto as **Exhibit “D”**.

28. Within the Canadian Centres, there are approximately 15,000 Occupants, each of which typically uses the space in connection with its own business. The Centres with the Canadian Guaranteed Leases house approximately 9,000 of these Occupants. IWG, through RGN Management LP, also employs approximately 190 employees across Canada to operate the Canadian Centres.

C. The Chapter 11 Cases and Path Forward

(a) Events Leading Up to the Chapter 11 Cases

29. Following a strong first quarter in 2020, the Company experienced significant challenges during the second and third quarters of 2020 as a direct result of the COVID-19 pandemic. The pandemic and associated mandatory shutdowns have severely disrupted business plans and operations for certain locations within IWG's portfolio.

30. Businesses and companies implementing work-from-home policies (either voluntary or government-mandated) has reduced the demand for temporary office space resulting in lower occupancy rates across the IWG portfolio. To attract and retain Occupants in this environment, IWG has had to cut pricing for new sales and renewals, resulting in a reduction of revenue from the space that is occupied. Other Occupants have also been untimely on payment of their Occupancy Fees which has a range of underlying causes, including the effects of the economic downturn on their businesses or as part of emergency cash-conservation measures undertaken by the Occupants.

31. To mitigate the effect of the pandemic, IWG has taken various cash flow and liquidity measures, including the deferral of rent payments and engagement with Landlords to negotiate forbearances, temporary accommodations, and, in certain instances, permanent modifications to Leases. The Company has had various successes in negotiations with Landlords to date.

However, in certain instances, the negotiations have reached an impasse. The break down of any particular negotiation with a Landlord can weaken the entire portfolio, by requiring the immediate deployment of a disproportionate amount of liquidity (e.g., to cure an accumulated Lease arrearage) in order to avoid the potential closure of a Centre and potential loss of business from Occupants at that location.

32. In the case of the SPE Debtors, the breakdown of negotiations led their respective Landlords to issue notices of their intention to lock the SPE Debtors out of their respective Centres leading the SPE Debtors to commence their respective Chapter 11 Case. The Guarantor Debtors commenced their Chapter 11 Cases shortly thereafter, to pre-empt both a potential “run on the bank” by Landlords exercising their rights under the various guarantee agreements and to attempt to restructure their obligations while maintaining the Company’s viable lease portfolio.

(b) COVID-19 and the Canadian Affiliates

33. The Canadian Affiliates have likewise been impacted by the COVID-19 pandemic with depressed occupancy rates, Occupants that have, either by necessity or strategically, failed to pay their Occupancy Fees and decreased demand at capital intensive Centres in downtown areas of metro-centres. However, despite the impact that COVID-19 has had on the Canadian business, the Canadian Tenant SPEs in the majority of cases have continued paying rent to the Landlords in respect of the Leases for the Centres in Canada.² IWG has also engaged in negotiations with certain Landlords with respect to specific accommodations and in certain cases, adjusted the terms of Leases to reflect new market realities created by the ongoing pandemic. To date, the negotiations have been primarily positive and have not resulted in lock-out notices being issued similar to the SPE Debtors’ situation. However, with the filing of the Guarantor Debtors, IWG has

² I understand from Michael Osborne, Chief Financial Officer of IWG North America, and verily believe there is approximately C\$2.2 million in rent arrears across the entire Canadian portfolio of Leases.

significant concerns that, absent relief granted by the U.S. Court and recognition from this Court, a “run on the bank” scenario could occur in Canada or Landlords may opportunistically take advantage of the technical default discussed below harming the Company’s and Guarantor Debtors’ restructuring efforts.

34. Most of the Guaranteed Canadian Leases contain events of default related to the commencement of insolvency and/or bankruptcy proceedings by any indemnitor or guarantor under the Lease. Subject to the particular terms of the Lease and provincial law, including the current eviction moratoriums in place in certain provinces, the Landlords’ rights and remedies in the case of an event of a default under their respective Guaranteed Canadian Lease may include (a) terminating the applicable Guaranteed Canadian Lease; or (b) “locking-out” the applicable Canadian Tenant SPE, including, by extension, the Occupants, and retaking possession of the Centres. I understand that these rights and remedies may be exercised with limited or no notice to the Lease Holder.

35. If any particular Landlord, relying upon an alleged event of default, purports to terminate a lease or locks out a Canadian Tenant SPE, it will cause significant adverse effects to the Canadian Affiliates, the Occupants located within the Centre, and other creditors of the individual Canadian Tenant LP. Such actions would also likely result in the triggering of various guarantee claims against the Guarantor Debtors, which will be addressed in the Chapter 11 Cases, and will adversely affect the current income that the Guarantor Debtors receive from the Canadian Tenant SPEs. Each such action by a Landlord undermines the financial stability of the Guarantor Debtors and Canadian Affiliates, the cumulative effect of which may encourage other Landlords to take similar actions. Temporarily pausing the ability of the Landlords to take such actions will provide the Chapter 11 Debtors and the Landlords with an opportunity to attempt a consensual resolution, or a resolution as part of the Chapter 11 process.

(c) Path Forward

36. As set out above, the SPE Debtors initially commenced their Chapter 11 Cases to protect their respective businesses, the Centres, and the Occupants of each Centre. The Guarantor Debtors filed for Chapter 11 shortly thereafter due to the anticipated demands from the Landlords of the SPE Debtors and potentially others. The Company intends to use the Chapter 11 process to restructure its various contractual obligations in order to stabilize the Company's North American portfolio and emerge in a financially stronger and more viable position. If these restructuring efforts prove unsuccessful, the SPE Debtors, and possibly other Lease Holders that may file for creditor protection, will have to wind down the operation of applicable Centres in an orderly manner and determine the priority of Landlords' and other creditors' claims against the SPE Debtors and/or Guarantor Debtors.

37. In Canada, the Company believes it can maintain the current portfolio of viable Canadian Centres, including where guarantees have been provided by the Guarantor Debtors, through constructive discussions with Landlords that have already begun. The Chapter 11 Debtors believe that in order to maximize the chances of a successful restructuring, the Chapter 11 Debtors require a brief period of time, prior to the Landlords being able to exercise any purported "lock-out" or termination rights, during which they can continue to engage with the Landlords. The Lease Notice Procedures Motion as discussed below is intended to provide that "breathing space". If the Landlords are permitted to terminate the leases or "lock-out" the Canadian Tenant SPEs, it could result in devastating cascading effects on the Company, the Guarantor Debtors and their stakeholders, including the Occupants.

38. To further these discussions and maximize the chance of a successful emergence of the Guarantor Debtors, as described in further detail below, the Chapter 11 Debtors will request that this Court recognize procedures, if approved by the U.S. Court, that require Landlords to give

notice to the Chapter 11 Debtors before exercising any purported termination or “lock-out” right. The Chapter 11 Debtors believe such relief will not only benefit the Chapter 11 Debtors, but will also benefit their stakeholders, including the Landlords under the Guaranteed Canadian Leases and the Occupants. The notice period contemplated by the Lease Notice Procedures Motion will allow for further discussions between the Landlords and the Chapter 11 Debtors (and/or the Canadian Affiliates) and, absent a consensual resolution, an opportunity for the Chapter 11 Debtors to pursue further relief from the U.S. Court or this Court, including the ability of any particular Lease Holder (including the Canadian Tenant SPEs) to seek creditor protection themselves.

D. Relief Sought

(a) Recognition of Foreign Main Proceedings

39. RGN-NBC, as the Foreign Representative of the Chapter 11 Debtors, is seeking recognition of the Chapter 11 Cases as “foreign main proceedings” pursuant to Part IV of the CCAA.

40. All of the Chapter 11 Debtors are incorporated or formed under United States law, have their registered head offices and corporate headquarters in the United States, carry on all of their business in the United States and all of their property and assets are located in the United States (other than the receivables owed to the Guarantor Debtors from the Canadian Affiliates). The Chapter 11 Debtors only connection to Canada is that the Guarantor Debtors guarantee or partially guarantee the Leases of certain of the Canadian Affiliates.

41. With respect to the requirements of section 46 of the CCAA, I understand that the U.S. Compendium will include:

- (a) a certified copy of the voluntary petitions filed by the Chapter 11 Debtors that commenced the Chapter 11 Cases; and
- (b) a certified copy of the Order of the U.S. Court appointing RGN-NBC as the Foreign Representative on behalf of the estates of the Chapter 11 Debtors and authorizing it to seek recognition of the Chapter 11 Cases in Canada.

42. I am not aware of any foreign insolvency proceedings involving the Chapter 11 Debtors other than the Chapter 11 Cases.

(b) Appointment of Information Officer

43. As part of its application, the Chapter 11 Debtors are seeking to appoint KSV as the information officer (the “**Information Officer**”) in the CCAA Recognition Proceedings. I understand from Bobby Kofman that KSV is a licensed insolvency trustee in Canada and its principals have acted as information officer in several previous ancillary recognition proceedings under the CCAA.

44. I understand that KSV has consented to acting as the Information Officer in this proceeding. A copy of KSV’s consent to act as the Information Officer is attached hereto as **Exhibit “E”**.

45. The Information Officer will assist in keeping the Canadian Court and stakeholders, including Landlords under the Canadian Guaranteed Leases, apprised of the status of the Chapter 11 Cases.

(c) Recognition of First Day Orders

46. By operation of the Bankruptcy Code, the Chapter 11 Debtors obtained the benefit of a stay of proceedings upon filing the voluntary petitions with the U.S. Court. A stay of proceedings in Canada is essential to preserve the *status quo* and protect the efforts of the Chapter 11 Debtors.

47. On August 17, 2020, the Chapter 11 Debtors filed certain First Day Motions with the U.S. Court, which can be summarized as follows:

- (a) *Debtors' Motion for an Order Authorizing RGN-National Business Centers, LLC to Serve as Foreign Representative on Behalf of the Debtors' Estates*: This motion is for an order authorizing RGN-NBC to act as an "authorized foreign representative" in order to seek the relief sought in this application.
- (b) *Debtor's Motion for Order Authorizing (I) Joint Administration of Chapter 11 Cases and (II) Filing of a Consolidated Creditor Matrix*: This motion is for an order directing the joint administration of the cases of the Chapter 11 Debtors for procedural purposes only.
- (c) *Application of the Debtors for Entry of an Order Appointing Epiq Corporate Restructuring, LLC as Claims and Noticing Agent Effective as of the Petition Date*: This motion seeks an order appointing Epiq Corporate Restructuring, LLC as claims and noticing agent *nunc pro tunc* to the Petition Date.
- (d) *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing Payment to Utility Companies and (II) Granting Related Relief (the "Utilities Motion")*: This motion seeks interim and final orders authorizing, but not directing, the Chapter 11 Debtors' to pay utilities companies for utilities services provided prior to the Petition Date.

48. Following a hearing by the U.S. Court on August 18, 2020, the U.S. Court granted the First Day Motions, with certain minor modifications to the draft First Day Orders. As of August 21, 2020, the First Day Orders had been entered except the order in respect of the Utilities Motion (the “**Utilities Order**”). I understand that copies of the First Day Motions and the First Day Orders will be included in the U.S. Compendium.

49. I believe the First Day Orders and recognition of them in Canada are appropriate and necessary for the protection of the Chapter 11 Debtors’ property and efficient administration of the Chapter 11 Cases and the CCAA Recognition Proceedings.

(d) Lease Notice Procedures Motion

50. In addition to the other First Day Motions, the Chapter 11 Debtors filed the *Debtors’ Motion for Interim and Final Orders Establishing Notification Procedures for Lease Termination* (the “**Lease Notice Procedures Motion**”). A copy of the Lease Notice Procedures Motion is included in the U.S. Compendium. At the hearing on August 18, 2019 before the U.S. Court, the Lease Notice Procedures Motion was adjourned until August 25, 2020. The Foreign Representative expects that it would seek to return to this Court to seek recognition of any relief granted, and possibly ancillary relief, as soon as possible following the hearing by the U.S. Court on the Lease Notice Procedure Motion.

51. The Lease Notice Procedures Motion is important to the CCAA Recognition Proceedings and maintaining the lease portfolio of the Canadian Tenant SPEs while the Company and the Guarantor Debtors restructure. The Lease Notice Procedures Motion proposes a process requiring certain notice procedures (the “**Notice Procedures**”) before any purported termination and/or “lock-out” rights are exercised by the Landlord. The proposed Notice Procedures provide that:

- (a) Not less than fifteen (15) business days prior to taking any of the following actions under a Lease in respect of a Centre guaranteed by a Chapter 11 Debtor (including, for greater certainty, the Guaranteed Canadian Leases) or holding property of a Chapter 11 Debtor³ (an “**Operating Centre**”), the Landlord shall provide notice to the Chapter 11 Debtors and their legal counsel in a specified form:
- (i) any purported termination of the Lease of an Operating Centre;
 - (ii) any attempt to “lock out” the tenant under the Lease of an Operating Centre; or
 - (iii) any other action to obtain possession or exercise control over FF&E of a Chapter 11 Debtor located in the premises of the Operating Centre;
- (b) Notice provided by the Landlords shall specify the proposed termination action to be taken by the Landlord and legal and factual basis therefor; and
- (c) Any purported exercise of the above rights or remedies not in accordance with the Notice Procedures is void *ab initio* and in violation of the U.S. Court’s equitable powers and the automatic stay under the Bankruptcy Code.

52. The recognition of any approved Notice Procedures would ensure that the Chapter 11 Cases and the CCAA Recognition Proceedings are handled expeditiously, economically and consistently. If a Landlord intends to exercise rights and remedies as against the Lease Holder, the Notice Procedures would provide a brief but meaningful opportunity for negotiation and discussion, and the identification and narrowing of any factual or legal issues, before engaging in

³ I am informed by Joshua Nicosia, General Counsel of IWG North America, and verily believe that the Canadian Centres do not hold any property or assets of the Chapter 11 Debtors.

litigation before the U.S. Court or this Court, as appropriate, or an opportunity for the Canadian Tenant SPE to seek creditor protection itself.

E. Proposed Next Hearings

53. As noted above, the Foreign Representative intends to seek recognition of any relief granted by the U.S. Court in connection with the Lease Notice Procedures Motion as soon as possible following the hearing of the U.S. Court on August 25, 2020. The Foreign Representative would expect to recognize the Utilities Order at the same time. The Foreign Representative also intends to seek further hearings for recognition of any corresponding “final orders” and any “second day” orders that need to be recognized, if and when entered by the U.S. Court.

F. Notice

54. This application has been brought on notice only to the proposed Information Officer. The Landlords under the Guaranteed Canadian Leases were sent notice on August 19, 2020 of the Lease Notice Procedures Motion via e-mail or overnight mail at the last known address or e-mail of such Landlords in the books and records of the Chapter 11 Debtors.

55. The information regarding these proceedings will be provided to the Chapter 11 Debtors' Canadian stakeholders by and through the Information Officer. If the orders sought are granted, the Foreign Representative proposes that a notice of the recognition orders be published once a week for two consecutive weeks in *The Globe and Mail (National Edition)* and *Le Devoir* and be sent to each of the Landlords under the Guaranteed Canadian Leases. Additionally, all Canadian Court materials in these proceedings will be available on the Information Officer's website.

I confirm that while connected via video technology, Mr. James S. Feltman showed me the front and back of his government-issued photo identity document and that I am reasonably satisfied it is the same person and the document is current and valid. I confirm that I have reviewed each page of this affidavit with James S. Feltman and verify that the pages are identical.

Sworn before me by video conference from the City of Miami, in the State of Florida, United States of America, to City of Toronto, in the Province of Ontario, Canada, on August 22, 2020.

DocuSigned by:

Lee Nicholson

LEE NICHOLSON (LSO #664121)

Commissioner for Taking Affidavits
in the Province of Ontario

DocuSigned by:

James Feltman

JAMES S. FELTMAN

This is
EXHIBIT "A"
referred to in the affidavit of
James S. Feltman
dated August 22, 2020

DocuSigned by:

Lee Nicholson

82C0CC8E694B4AB

Commissioner for taking affidavits

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

RGN-GROUP HOLDINGS, LLC, a Delaware
limited liability company, *et al.*¹

Debtors.

Chapter 11

Case No. 20-11961 (BLS)
(Joint Administration Requested)

**DECLARATION OF JAMES S. FELTMAN IN SUPPORT OF
CHAPTER 11 PETITIONS AND FIRST-DAY RELIEF**

I, James S. Feltman, hereby declare under penalty of perjury pursuant to 28 U.S.C.

§ 1746, as follows:

1. I am a managing director of Duff & Phelps, LLC, an advisory firm providing governance, risk and transparency solutions for clients across diverse sectors, including publicly traded and privately held companies, law firms, government entities and investment organizations such as private equity firms and hedge funds. My practice at Duff & Phelps is focused on providing fiduciary, advisory consulting, and expert witness testimony in areas including insolvency, restructuring, accounting, and financial statement reporting. I have served as an appointed fiduciary with a branch of the United States Department of Justice spanning nearly 30 years, have been appointed as an advisor by both federal (district and bankruptcy) and state courts, have served as an arbitrator and mediator, and have been appointed as a Monitor by

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's Federal Employer Identification Number ("FEIN"), where applicable, are as follows: RGN-Group Holdings, LLC, RGN-National Business Centers, LLC (7723), H Work, LLC (4516), RGN-Columbus IV, LLC, RGN-Chapel Hill II, LLC, RGN-Chicago XVI, LLC, and RGN-Fort Lauderdale III, LLC. The aforementioned Debtors that do not include a FEIN are disregarded entities for tax purposes and do not have FEINs. The mailing address for the Debtors is 3000 Kellway Drive, Suite 140, Carrollton, Texas 75006 (Attn: James S. Feltman, Responsible Officer).

the U.S. Federal Trade Commission. Prior to joining Duff & Phelps, I had over two decades of experience with “Big 4” accounting firms, and was previously a partner at Mesirow Financial, Arthur Andersen LLP, and KPMG LLP. I earned an M.P.S. from Cornell University and a B.A. from the University of Wisconsin, Madison. I am a Certified Public Accountant.

2. Duff & Phelps was retained by each of the above-captioned debtors and debtors in possession (the “Debtors”) prepetition to provide interim management services. I am the Responsible Officer for each of the Debtors, effective as of the dates of their respective bankruptcy filings. In this capacity, I am responsible for assisting in the management of the Debtors’ operations, overseeing their liquidity management, and assisting with their restructuring process. In the course of this engagement, and working with the Debtors’ management and outside counsel (Faegre Drinker Biddle & Reath LLP) and financial advisors (AlixPartners, LLP), I have become familiar with the operations and financial affairs of the Debtors and their non-debtor affiliates.

3. On July 30, 2020, RGN-Columbus IV, LLC (“Columbus IV”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code. 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), with this Court. On August 2, 2020, RGN-Chapel Hill II, LLC (“Chapel Hill II”) filed its voluntary chapter 11 petition with this Court. On August 3, 2020, RGN-Chicago XVI, LLC (“Chicago XVI”) filed its voluntary chapter 11 petition with this Court. On August 8, 2020, RGN-Fort Lauderdale III, LLC (“Fort Lauderdale III”) and, together with Columbus IV, Chapel Hill II, and Chicago XVI, the “SPE Debtors”) filed its voluntary chapter 11 petition with this Court. On August 17, 2020, RGN-Group Holdings, LLC (“Holdings”), RGN-National Business Centers, LLC (“RGN-NBC”), and H Work, LLC (f/k/a HQ Global Workplaces LLC) (“H Work”) and, together with Holdings and RGN-NBC, the “Guarantor

Debtors”) filed their voluntary chapter 11 petitions with this Court.² I understand that each of the Debtors is a “small business debtor” as defined by section 101(51D) of the Bankruptcy Code. The Debtors have elected for subchapter V of chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 1181-1195, to apply to their chapter 11 cases (the “Chapter 11 Cases”).

4. The Debtors continue to operate their businesses and manage their property as debtors in possession pursuant to sections 1182(2) and 1184 of the Bankruptcy Code. No request for the appointment of a creditor’s committee, chapter 11 trustee, or examiner has been made in these Chapter 11 Cases, and none have been appointed. On July 31, 2020, the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed Natasha Songonuga to serve as the trustee under section 1183(a) of the Bankruptcy Code (the “Subchapter V Trustee”) for Columbus IV. The U.S. Trustee subsequently appointed Ms. Songonuga as the Subchapter V Trustee for Chapel Hill II and Chicago XVI on August 10, 2020, and for Fort Lauderdale III on August 13, 2020.³

5. As set forth in Part IV, the Debtors have filed a motion seeking joint administration of the Chapter 11 Cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

6. I submit this Declaration pursuant to Bankruptcy Rule 1007 to provide an overview of the Debtors’ business and these Chapter 11 Cases and to support the Debtors’ applications and motions for “first-day” relief described in paragraph 32 below (collectively, the “First-Day Motions”). Except as otherwise indicated herein, all facts set forth in this Declaration

² As used herein, the term “Petition Date” refers to the date of commencement of the applicable Debtor’s (or Debtors’) chapter 11 proceedings.

³ Although Ms. Songonuga has not yet been officially designated as Subchapter V Trustee in the Guarantor Debtors’ chapter 11 cases, I anticipate that she will be so designated.

are based upon my personal knowledge of the Debtors' operations and finances, information learned from my review of relevant documents, information supplied to me by other members of the Debtors' management, consultation with the Debtors' professional advisors, or my opinion based on my experience, knowledge, and information concerning the Debtors' operations and financial condition. I believe all information herein to be true to the best of my knowledge. I am authorized to submit this Declaration on behalf of the Debtors and, if called upon to testify, I could and would testify competently to the facts set forth herein.

7. To familiarize the Court with the Debtors, the Chapter 11 Cases, and the relief sought in the First-Day Motions, this Declaration provides a summary overview of the Debtors and the Chapter 11 Cases, and is organized as follows. Part I describes the Debtors' business operations, corporate structure, key liabilities, and estate assets. Part II describes the events leading up to the commencement of the Chapter 11 Cases. Part III summarizes the Debtors' goals in commencing these Chapter 11 Cases. Part IV sets forth my basis for testifying to the facts underlying and described in the First-Day Motions.

I. BACKGROUND REGARDING THE DEBTORS

A. Overview of the Debtors' Business

8. The Debtors are direct or indirect subsidiaries of Regus Corporation, a Delaware corporation, that, together with its affiliates (collectively, "IWG" or the "Company"), offers a network of on-demand office and co-working spaces, and ancillary services and support, to a variety of clients across a host of industries in over 1,000 locations in the United States and Canada.

9. IWG's business model begins with entry into long-term non-residential real property leases (each, a "Lease") with property owners (each, a "Landlord") that provide the

Company unoccupied office space (the “Centers”). Based on significant market research on potential client needs in local markets and the unique requirements of their existing clients, IWG engineers each of the Centers to meet the architectural style, service, space, and amenity needs of those individuals, companies, and organizations who will contract for use of subportions of the Centers. IWG markets its Centers under an umbrella of different brand names, each tailored to appeal to different types of clients and those clients’ specialized needs. These clients (the “Occupants”) enter into short-term licenses (each, an “Occupancy Agreement”) to use portions of the Centers, which are customizable as to duration, configuration, services, and amenities. When operating successfully, a Center’s Occupants’ license payments (“Occupancy Fees”) will exceed the combined cost of the underlying long-term lease, management cost, and operating expenses of the Center.

10. The lessee on each Lease (each, a “Lease Holder”) is typically a special-purpose entity (SPE) formed for this specific purpose—including, for example, the SPE Debtors. However, certain IWG entities act as Lease Holder for multiple Leases—including, for example, Debtors RGN-NBC and H Work. Certain Lease Holders’ obligations under their respective Leases are partially or fully guaranteed by another IWG entity, including in some cases Debtors RGN-Group Holdings, LLC (“Holdings”), H Work, and RGN-NBC (collectively, the “Guarantor Debtors”).⁴

11. Debtor Holdings differs from the other Debtors in that it is not a Lease Holder, but rather owns all of the furniture, fixtures, equipment, and other personal property

⁴ Non-debtor Regus Plc S.A., a Bailiwick of Jersey entity headquartered in Luxembourg, is also guarantor of certain of the Leases.

(collectively, the “FF&E”) located in the respective Centers in United States.⁵ Holdings leases this FF&E to the applicable Lease Holder—including the SPE Debtors, RGN-NBC, and H Work, as well as hundreds of non-debtor entities—pursuant to the Equipment Lease Agreements described below.

B. Corporate Structure

12. The Debtors are single-member, member-managed Delaware limited liability companies that are indirect (in the case of RGN-NBC) or direct (in the case of all other Debtors), wholly-owned subsidiaries of Regus Corporation.

13. Regus Corporation, in turn, is a wholly-owned subsidiary of Regus Group Limited, a company organized under the laws of the United Kingdom. Regus Group Limited, in turn, is a wholly-owned subsidiary of IWG Group Holdings Sarl, a company organized under the laws of Luxembourg. IWG Group Holdings Sarl, in turn, is a wholly-owned subsidiary of IWG Enterprise Sarl, a company also organized under the laws of Luxembourg. IWG Group Holdings Sarl, in turn, is a wholly-owned subsidiary of IWC Plc, a company organized under the laws of the Bailiwick of Jersey with a head office in Switzerland.

14. A simplified organizational chart of IWG including Regus Corporation, the Debtors, and certain of their affiliates who are or may potentially become relevant in these Chapter 11 Cases, is attached as Exhibit 1 hereto.

⁵ FF&E located at the Centers in Canada is owned by the applicable Lease Holder entities, which are non-debtor affiliates of the Debtors (represented by the “Tenant LPs” group on the organizational chart attached as Exhibit 1 hereto).

C. Debtors' Principal Indebtedness

15. As discussed below, the Debtors' principal prepetition indebtedness is to certain affiliates (including Regus Corporation, the Debtors' parent and prepetition secured lender) and to Landlords.

(i) Secured Indebtedness to Regus Corporation

16. The Debtors, certain other borrowers thereunder, and Regus Corporation are parties to that certain Senior Loan and Security Agreement, dated as of August 1, 2013 (as amended, restated, or modified at any time, the "Loan Agreement" and, together with the other documents, instruments, and agreements executed in connection therewith or related thereto, collectively, the "Loan Documents"), whereby Regus Corporation provides working capital loans, on a senior-secured basis, for the operation of the Debtors' respective businesses. Pursuant to the Loan Documents, the Debtors' obligations to Regus Corporation are secured by a first-priority security interest in all of the Debtors' assets. The table below illustrates the approximate balances, if any, owed by the Debtors for principal, interest, fees, and charges payable pursuant to the Loan Documents, as of the dates of the best available data, namely: (i) June 30, 2020, for the SPE Debtors, and (ii) December 31, 2019, for the Guarantor Debtors:⁶

⁶ Determination of balances as of the Debtors' respective Petition Dates requires reconciliation of intercompany accounts between the Debtors, RGM, and Regus Corporation, which is in process.

Debtor	Approximate Debt to Regus Corporation
Columbus IV	\$1,200,367
Chapel Hill II	\$1,623,085
Chicago XVI-	\$1,834,811
Fort Lauderdale III	\$476,419
Holdings	\$427,845,000
RGN-NBC	-
H Work	-
TOTAL	\$432,979,681

17. On August 7, 2020, Columbus IV and Regus Corporation entered into a *Stipulation (I) Authorizing Use of Cash Collateral and Providing Adequate Protection and (II) Confirming Administrative Expense Status for Further Advances* [Case No. 20-11894, D.I. 12] (the “Cash Collateral Stipulation”), which provided for the payment of August rent to Columbus IV’s Landlord from any cash collateral of Regus Corporation or, to the extent such cash collateral was insufficient, as an extension of unsecured credit by Regus Corporation pursuant to section 364(a) of the Bankruptcy Code pending the negotiation and entry into a more comprehensive debtor-in-possession financing arrangement to be brought before the Court for approval in the coming weeks. In accordance with the Cash Collateral Stipulation, August rent in the amount of approximately \$117,000 was paid to Columbus IV’s Landlord on or about August 7, 2020.

(ii) Prepetition Lease Arrearages

18. As of the Petition Date, the Lease Holder Debtors were in arrears to Landlords under certain of their respective Leases in the prepetition amounts set forth in the table below:

Debtor	Prepetition Lease Arrearages
Columbus IV	\$372,384
Chapel Hill II	\$117,759
Chicago XVI-	\$82,277
Fort Lauderdale III	\$318,205
RGN-NBC	\$262,741
H Work	-
TOTAL	\$1,153,366

(iii) Contingent, Unliquidated Liabilities Under Guaranteed or Assigned Leases

19. As of the Petition Date, the Guarantor Debtors were guarantors of, or co-liable as original tenant-assignor,⁷ approximately 656 Leases in total—83 for Holdings, 381 for RGN-NBC, and 192 for H Work. I am advised, and therefore believe, that the Guarantor Debtors’ liabilities associated with guaranteed and assigned Leases were all contingent and unliquidated as of the Petition Date.

(iv) Other Amounts Due to Affiliates

20. Management Agreements. Each of the Lease Holder Debtors is party to a Global Full Service Management Agreement (each, a “Management Agreement”) with non-debtor affiliate Regus Management Group, LLC (“RMG”),⁸ pursuant to which RMG provides certain Management Services (as defined in the Management Agreement) to the Lease Holder Debtors

⁷ For example, where a Guarantor Debtor had been the original Lease Holder but then assigned its rights under the Lease to an SPE without receiving a novation from the Landlord.

⁸ RMG is a wholly-owned subsidiary of Regus Corporation, the Debtors’ secured lender and parent.

in connection with the operation of their respective Centers, which include, among other things, the entry into Occupancy Agreements with the Occupants of the Centers. The Lease Holder Debtors are obligated under their Management Agreements to fully reimburse RMG for its Gross Expenses (as defined in each Management Agreement as the aggregate of cost directly incurred by RMG in performing the Management Services for the specific Center), and to pay RMG a monthly management fee equal to five and one-half percent (5.5%) of the Gross Revenues (as defined in the Management Agreement) received directly or indirectly by RMG from the Occupants or anyone else using a Center.⁹

21. In the ordinary course of business under the Management Agreement, prepetition, among other duties, RMG would bill and collect all Occupancy Fees from Occupants of a Lease Holder Debtor's Center(s), which would be booked to the intercompany account for the applicable period along with other intercompany transactions between RMG and the Lease Holder Debtor for services and other costs incurred for the period. The resulting net balance between the Lease Holder Debtor and RMG would then be transferred to Regus Corporation at each month-end closing of the books. Additionally, as lease payments came due for the Lease Holder Debtor each month, RMG would initiate the lease payment to the Landlord on behalf of the Lease Holder Debtor, and as the payment clears, RMG would fund an account maintained by RMG for the benefit of the Lease Holder Debtor, bringing the bank balance back to zero. In periods where Occupancy Fees for the Lease Holder Debtor's Center(s) exceeded Lease payments and other costs funded by RMG in the period, it would result in a receivable due from

⁹ To be clear, following their respective Petition Dates, the Lease Holder Debtors have not paid any management fees or expense reimbursements to RMG, and they do not presently intend to do so absent further order of the Court. The Debtors intend to seek relief with respect to payment of post-petition fees and expenses to RMG in connection with their debtor-in-possession financing.

Regus Corporation to the Lease Holder Debtor (or be netted against any pre-existing balance between those parties) (such excess amount, the “Surplus Fees”). In periods where Occupancy Fees were less than the lease payments and other costs funded by RMG, it would result in a payable due from the Lease Holder Debtor to Regus Corporation (or be netted against any pre-existing balance between those parties).

22. In the ordinary course of business, the Debtors, RMG, and Regus Corporation close their books for a given month approximately twenty days after the end of the month. Thus, given the timing of these Chapter 11 Cases, the Debtors, RMG, and Regus Corporation have not yet closed their respective books for July and August 2020, which will be necessary to determine the definitive amounts of any balances due to RMG and Regus Corporation as of the respective Petition Dates. However, as of their respective Petition Dates, the Lease Holder Debtors were indebted to RMG in the *approximate* amounts set forth in the table below for prepetition expenses and management fees:

Debtor	Approximate Prepetition Debt to RMG
Columbus IV	\$28,054
Chapel Hill II	\$55,087
Chicago XVI-	\$38,321
Fort Lauderdale III	\$52,473
RGN-NBC	\$593,385
H Work	\$638,129
TOTAL	\$1,405,447

23. Equipment Lease Agreements. Each of the Lease Holder Debtors is party to an Equipment Lease Agreement (each, an “Equipment Lease Agreement”) with Debtor Holdings,

pursuant to which Holdings leases to the Lease Holder Debtor the FF&E that is used in the applicable Center(s). For its part, the Lease Holder Debtor is obligated for the original cost of the FF&E plus a finance fee and any direct costs incurred by Holdings to provide the FF&E to the Lease Holder Debtor (such as insurance, maintenance, etc.), plus a margin fee.¹⁰ As of their respective Petition Dates, the Lease Holder Debtors were indebted to Holdings in the approximate amounts set forth in the table below for amounts due under the Equipment Lease Agreements:

Debtor	Approximate Prepetition Debt to Holdings
Columbus IV	\$61,864
Chapel Hill II	\$66,800
Chicago XVI-	\$47,260
Fort Lauderdale III	\$96,072
RGN-NBC	\$304,572
H Work	\$370,505
TOTAL	\$947,072

24. Franchise Agreements. Each of the Lease Holder Debtors is party to a Franchise Agreement for Operation of Regus Business Centre (each, a “Franchise Agreement”) with non-debtor affiliate Franchise International GmbH (“Franchisor”), whereby Franchisor grants the

¹⁰ To be clear, following their respective Petition Dates, the SPE Debtors have not made any payments to Holdings under their respective Equipment Lease Agreements. Any payments by the SPE Debtors, H Work, or RGN-NBC under their respective Equipment Lease Agreements going forward will be in accordance with applicable provisions of the Bankruptcy Code (e.g., section 365(b)(5) (providing 60-day period before a debtor must resume performance on a personal property lease post-petition), and applicable orders of this Court (e.g., with respect to debtor-in-possession financing or use of cash collateral).

Lease Holder Debtor the right to operate an IWG business format in their respective locations and provides certain business support services, advices, and information technology to the Lease Holder Debtors. For its part, the Lease Holder Debtor agrees to pay Franchisor of a monthly fee equal to twelve percent (12%) of the Gross Revenue (as defined in the Franchise Agreement).¹¹ As of their respective Petition Dates, the Lease Holder Debtors were indebted to Franchisor in the approximate amounts set forth in the table below for amounts due under the Franchise Agreements:

Debtor	Approximate Prepetition Debt to Franchisor
Columbus IV	\$5,827
Chapel Hill II	\$13,200
Chicago XVI-	\$6,710
Fort Lauderdale III	\$27,253
RGN-NBC	\$306,359
H Work	\$215,151
TOTAL	\$671,681

D. Debtors’ Principal Assets

25. Holdings’ principal assets consist of its FF&E and its rights under the Equipment Lease Agreements. As of December 31, 2019, the FF&E had a book value of approximately \$999 million.

¹¹ To be clear, following their respective Petition Dates, the SPE Debtors have not paid any fees to Franchisor, and they do not presently intend to do so absent further order of this Court. I am aware that Columbus IV’s accounting records, which are maintained by RMG, show a payment to Franchisor or about the Petition Date. However, I understand that this payment was an accounting journal entry reflecting the accrual of an intercompany balance, and was not accompanied by any transfer of funds from Columbus IV to Franchisor.

26. The remaining Debtors' principal assets consist of their rights under their respective Leases, Equipment Lease Agreements, Management Agreements, and Franchise Agreements, as well as their right to receive the net Occupancy Fees from the operation of their respective Centers.

II. EVENTS LEADING TO THE CHAPTER 11 CASES

27. I understand that, following a strong first quarter in 2020, the Company experienced significant challenges during the second and third quarters as a direct result of the COVID-19 pandemic, which has severely disrupted business plans and operations for certain locations within the Company's U.S. portfolio. With the near universal adoption of work-from-home policies (either voluntary, or government-mandated) by U.S. businesses during the early months of the pandemic, demand for temporary office space has been depressed, which I understand resulted in lower occupancy rates than were anticipated when the Company decided to make certain investments in the Centers, *e.g.*, in acquiring and building out additional space in cities in which it already had a footprint. To attract and retain Occupants in this environment, the Company has had to cut pricing for new sales and renewals, resulting in a reduction of revenue from the space that is occupied. And with the dramatic contraction of the overall economy during the second and third quarters of 2020, certain Occupants' inability to timely pay their Occupancy Fees—or unwillingness to do so, as part of their emergency cash-conservation measures—has impacted the Company's liquidity at the level of the U.S. portfolio. Like so many other companies navigating these troubled times, the Company instituted a variety of comprehensive actions to reduce costs and improve cash flow and liquidity, including the deferral of rent payments and engagement with Landlords to negotiate forbearances, temporary accommodations, and, where possible, permanent modifications to the various Leases to bring

them in line with the COVID-19-adjusted market realities so as to permit the Company to continue operating Centers at those respective locations despite the uncertainty when the pandemic will subside and when (and indeed, *whether*) the U.S. will return to something resembling the pre-pandemic “business as usual.”

28. I understand that the Company has had some success in negotiations with Landlords to date, and that each success puts the Company’s U.S. portfolio on an overall better financial and operational footing going forward—i.e., by reducing the amount of near- and/or long-term working capital funding that Regus Corporation would need to provide to a given Lease Holder entity for it to continue operating its Center, thus freeing up that capital to be deployed elsewhere in the portfolio. But I understand that the inverse is also true—i.e., the breakdown of negotiations can put the entire portfolio on a less-sure footing, by requiring the immediate deployment of a disproportionate amount of liquidity (*e.g.*, to cure an accumulated Lease arrearage) in order to avoid the potential closure of a Center and potential loss of business from Occupants at that location, thus tying up capital that could otherwise have been deployed elsewhere.

29. I understand that the Company was in discussions with the Debtors’ respective Landlords concerning the arrearages under the Debtors’ Leases and the potential modification of those Leases going forward, but those discussions reached an impasse with the SPE Debtors’ Landlords. I understand that Columbus IV and Chapel Hill II commenced their Chapter 11 Cases in response to notices from their respective Landlords that they would be locked out of their Centers as of a date certain, and that Chicago XVI and Fort Lauderdale III commenced their Chapter 11 Cases because they were at peril of immediate termination of their Leases and subsequent eviction from their Centers. The Guarantor Debtors commenced their Chapter 11

Cases shortly thereafter, which I understand was to preempt both a potential “run on the bank” by Landlords exercising their rights under the various guarantee agreements, and the inevitable “race to the courthouse” that would follow.

III. GOALS OF THE CHAPTER 11 CASES

30. I understand that the Debtors commenced their Chapter 11 Cases to prevent the forfeiture of the Lease Holder Debtors’ Leases, and to preserve all Debtors’ ability to operate their respective businesses—thereby, importantly, protecting the Occupants of the Lease Holder Debtors’ Centers from any disruption to their businesses. I expect that the “breathing spell” from Landlords’ collection efforts that will be afforded by the chapter 11 process will allow the Debtors, and the Company more broadly, to more fully explore the possibility of restructuring their various contractual obligations in order to put the Company’s North American portfolio on a surer footing going forward, so as to allow the Debtors to emerge from this process stronger and more viable than when they went in. If these restructuring efforts prove unsuccessful, the Lease Holder Debtors intend to utilize the procedures available to them under the Bankruptcy Code to (i) orderly wind down the operation of the applicable Centers (including, to the extent necessary, the removal of the FF&E from the leased premises, and to the extent possible, transition of the Occupants to other locations), (ii) liquidate the amounts due to the Landlords under their respective Leases and guarantees, as well as amounts due to the Debtors’ affiliates under their respective agreements, and (iii) to make distributions to creditors in accordance with their respective priorities under the Bankruptcy Code and applicable law.

IV. FIRST-DAY MOTIONS

31. To enable the Debtors to operate effectively and minimize potential adverse effects from the commencement of the Chapter 11 Cases, the Debtors have requested certain

relief through the First-Day Motions filed with the Court concurrently herewith. The Debtors respectfully request that this Court enter the proposed orders granting the relief requested in such First-Day Motions. I believe that the relief sought in each of the First-Day Motions (a) is vital to the Debtors' transition to, and operation in, chapter 11 with minimal interruption or disruption to their businesses or loss of productivity or value, and (b) is necessary to avoid immediate and irreparable harm to the Debtors' businesses.

32. The First-Day Motions that are sought to be heard at the "first-day" hearing in these Chapter 11 Cases are as follows:

- *Debtor's Motion for Order Authorizing (I) Joint Administration of Chapter 11 Cases and (II) Filing of a Consolidated Creditor Matrix*
- *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing Payment to Utility Companies and (II) Granting Related Relief*
- *Guarantor Debtors' Joinder to Certain First-Day Motions Filed in Chapter 11 Cases*
- *Application of the Debtors for Entry of an Order Appointing Epiq Corporate Restructuring, LLC as Claims and Noticing Agent Effective as of the Petition Date*
- *Debtors' Motion for an Order Authorizing RGN-National Business Centers, LLC to Serve as Foreign Representative on Behalf of the Debtors' Estates*
- *Debtors' Motion for Interim and Final Orders Establishing Notification Procedures for Lease Termination*

33. I have reviewed each of the First-Day Motions (including the exhibits and schedules attached thereto) listed above, and, to the best of my knowledge, I believe that the facts set forth in the First-Day Motions are true and correct. If I were called upon to testify, I could and would, based on the foregoing, testify competently to the facts set forth in each of the First-Day Motions.

34. Furthermore, as a result of my personal knowledge, information supplied to me by other members of Debtors' management, from my review of relevant documents, or upon my opinion based upon my experience, discussions with the Debtors' professional advisors, and knowledge of the Debtors' operations and financial condition, I believe the relief sought in the First-Day Motions is necessary for the Debtors to effectuate a smooth transition into chapter 11 bankruptcy and to avoid immediate and irreparable harm to their businesses and estates, and is in the best interests of the Debtors' creditors, estates, and other stakeholders.

For the reasons stated herein and in each First-Day Motion, I respectfully request that each First-Day Motion be granted in its entirety, together with such other and further relief as the Court deems just and proper. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: August 17, 2020

/s/ James S. Feltman

James S. Feltman
Responsible Officer

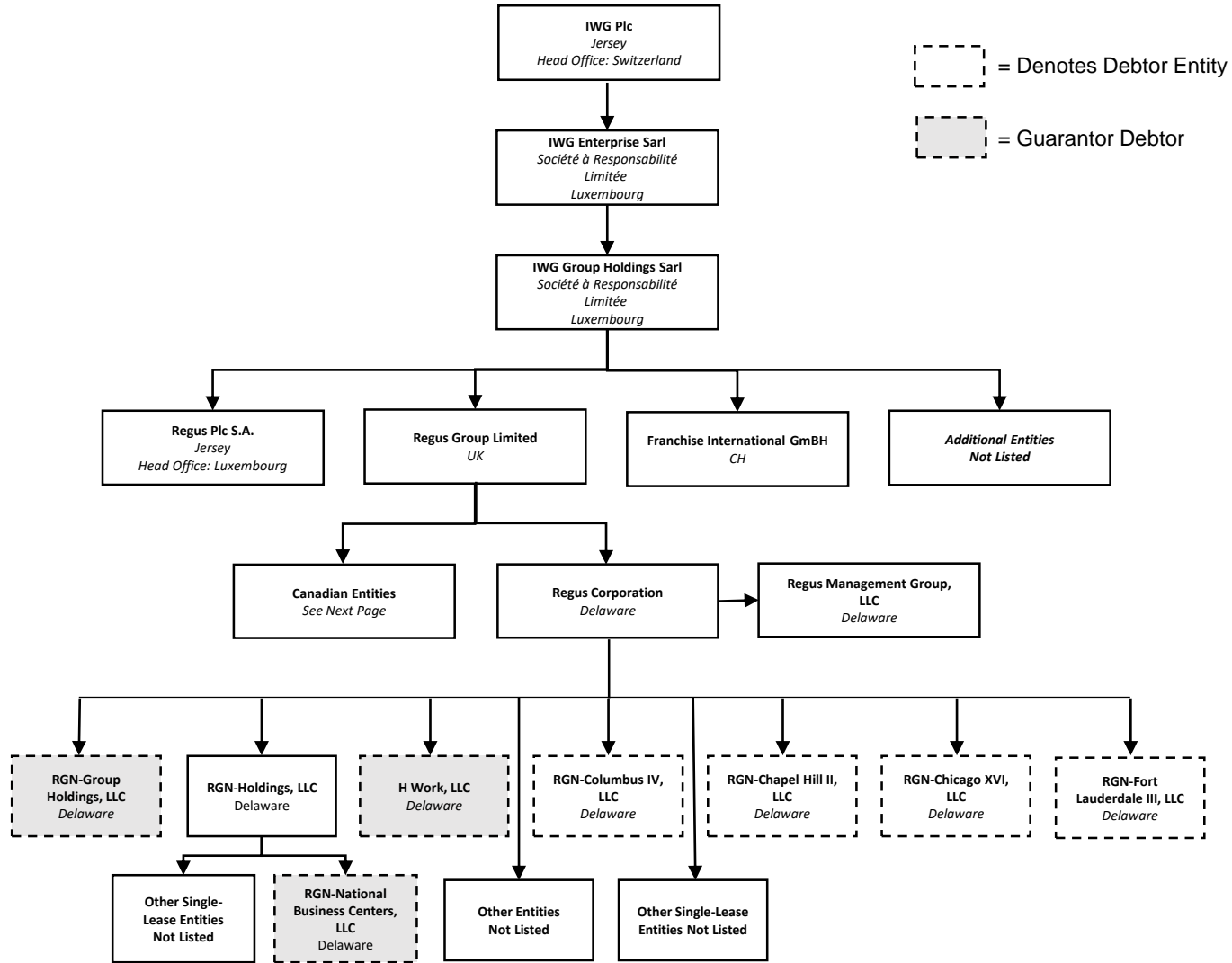
This is
EXHIBIT "B"
referred to in the affidavit of
James S. Feltman
dated August 22, 2020

DocuSigned by:

Lee Nicholson

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Commissioner for taking affidavits



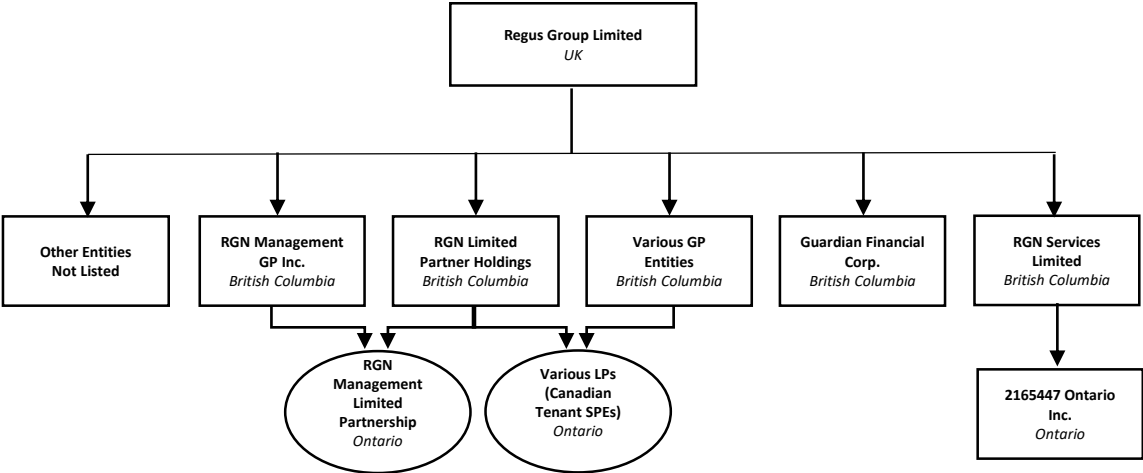
This is
EXHIBIT "C"
referred to in the affidavit of
James S. Feltman
dated August 22, 2020

DocuSigned by:

Lee Nicholson

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Commissioner for taking affidavits



*all ownership is 100% unless otherwise noted

This is
EXHIBIT "D"
referred to in the affidavit of
James S. Feltman
dated August 22, 2020

DocuSigned by:

Lee McHolson

Commissioner for taking affidavits

EXHIBIT “D”

Canadian Tenant SPEs with Leases guaranteed by the Guarantor Debtors

1. RGN Alberta XIV Limited Partnership
2. RGN Ontario II Limited Partnership
3. RGN Ontario VII Limited Partnership
4. RGN Ontario VI Limited Partnership
5. RGN Services Limited
6. RGN Manitoba II Limited Partnership
7. RGN Ontario XLIV Limited Partnership
8. RGN Alberta Limited Partnership
9. RGN Ontario Limited Partnership
10. RGN Ontario XLIII Limited Partnership
11. RGN Ontario LVI Limited Partnership
12. RGN Ontario III Limited Partnership
13. Guardian Financial Corp
14. RGN British Columbia XVII Limited Partnership
15. RGN Alberta I Limited Partnership
16. RGN Nova Scotia I Limited Partnership
17. RGN British Columbia V Limited Partnership
18. RGN Ontario XI Limited Partnership
19. RGN Alberta VI Limited Partnership
20. RGN Ontario XIII Limited Partnership
21. RGN Ontario XV Limited Partnership
22. RGN Quebec V Limited Partnership
23. RGN Ontario XVIII Limited Partnership
24. RGN Quebec VI Limited Partnership

25. RGN Alberta X Limited Partnership
26. RGN Ontario XXI Limited Partnership
27. RGN British Columbia X Limited Partnership
28. RGN Ontario XXIV Limited Partnership
29. RGN Ontario XXIII Limited Partnership
30. RGN Ontario LV Limited Partnership
31. RGN Quebec VII Limited Partnership
32. RGN Ontario XXV Limited Partnership
33. RGN Ontario XXIX Limited Partnership
34. RGN Ontario XXVII Limited Partnership
35. RGN Ontario XXVIII Limited Partnership
36. RGN Ontario XXXIII Limited Partnership
37. RGN Quebec X Limited Partnership
38. RGN Ontario XXXI Limited Partnership
39. RGN Ontario XXXII Limited Partnership
40. RGN Ontario XXX Limited Partnership
41. RGN Quebec VIII Limited Partnership
42. RGN Ontario IX Limited Partnership
43. RGN Quebec IX Limited Partnership
44. RGN British Columbia XIV Limited Partnership
45. RGN Nova Scotia II Limited Partnership
46. RGN British Columbia II Limited Partnership
47. RGN Ontario XXXVI Limited Partnership
48. RGN British Columbia IX Limited Partnership
49. RGN British Columbia XVI Limited Partnership
50. RGN Manitoba I Limited Partnership

51. RGN Quebec XI Limited Partnership
52. RGN Ontario XLV Limited Partnership
53. RGN Alberta XII Limited Partnership
54. RGN Ontario XXXVIII Limited Partnership
55. RGN British Columbia XX Limited Partnership
56. RGN Quebec XIII Limited Partnership
57. RGN Ontario XL Limited Partnership
58. RGN Ontario XLI Limited Partnership
59. RGN Ontario XLII Limited Partnership
60. RGN British Columbia XV Limited Partnership
61. RGN Alberta XIII Limited Partnership
62. RGN Alberta IV Limited Partnership
63. RGN Quebec XIV Limited Partnership
64. RGN Ontario XLVI Limited Partnership
65. RGN Nova Scotia III Limited Partnership
66. RGN British Columbia XXI Limited Partnership
67. RGN Ontario XLVII Limited Partnership
68. RGN Ontario XLVIII Limited Partnership
69. RGN British Columbia XXII Limited Partnership
70. RGN Ontario L Limited Partnership
71. RGN Ontario LI Limited Partnership
72. RGN Ontario XLIX Limited Partnership
73. RGN Alberta XVI Limited Partnership
74. RGN British Columbia XXIV Limited Partnership
75. RGN British Columbia XXV Limited Partnership
76. RGN British Columbia XXVI Limited Partnership

77. RGN Quebec XV Limited Partnership
78. RGN Ontario LIII Limited Partnership
79. RGN Ontario LVIII Limited Partnership
80. RGN Ontario LX Limited Partnership
81. RGN Ontario LXI Limited Partnership
82. RGN Alberta XVII Limited Partnership
83. RGN Quebec XVI Limited Partnership
84. RGN British Columbia XXVII Limited Partnership
85. RGN Ontario LXII Limited Partnership

This is
EXHIBIT "E"
referred to in the affidavit of
James S. Feltman
dated August 22, 2020

DocuSigned by:

Lee Melholson

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Commissioner for taking affidavits

Court File No. _____

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

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C.
C-36, AS AMENDED**

**AND IN THE MATTER OF H WORK, LLC, RGN-GROUP HOLDINGS, LLC, RGN-NATIONAL
BUSINESS CENTRES, LLC, RGN-FORT LAUDERDALE III, LLC, RGN-COLUMBUS IV, LLC,
RGN-CHICAGO XVI, LLC AND RGN-CHAPEL HILL II, LLC**

**APPLICATION OF RGN-NATIONAL BUSINESS CENTRES, LLC
UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, C. C-36, AS AMENDED**

(Applicant)

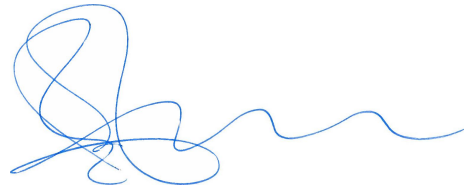
CONSENT

KSV KOFMAN INC. HEREBY CONSENTS to act as Information Officer in the within proceedings.

Dated at Toronto, Ontario this 20th day of August, 2020.

KSV KOFMAN INC.

Per:



Bobby Kofman
President and Managing Director

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED AND IN THE MATTER OF H WORK, LLC, RGN-GROUP HOLDINGS, LLC, RGN-NATIONAL BUSINESS CENTERS, LLC, RGN-FORT LAUDERDALE III, LLC, RGN-COLUMBUS IV, LLC, RGN-CHICAGO XVI, LLC, AND RGN-CHAPEL HILL II, LLC

APPLICATION OF RGN-NATIONAL BUSINESS CENTERS, LLC UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED

Court File No.: _____

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

Proceeding commenced at Toronto

**AFFIDAVIT OF JAMES S. FELTMAN
SWORN AUGUST 22, 2020**

STIKEMAN ELLIOTT LLP

Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E

Tel: (416) 869-5236
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Lee Nicholson LSO #66412I

Tel: (416) 869-5604
Email: leenicholson@stikeman.com

Nicholas Avis LSO#: 76781Q

Tel: (416) 869-5504
Email: navis@stikeman.com
Fax: (416) 947-0866

Lawyers for the Foreign Representative

TAB B

This is
EXHIBIT "B"
referred to in the affidavit of
Joshua Nicosia
dated August 25, 2020

DocuSigned by:

Lee McHolson

82C0CC8E694B4AB

Commissioner for taking affidavits

October 25, 2019

Centre # 04195

112 Street NW Edmonton Partners Limited Partnership
Humford Management Inc.
10050 -112 Street, Suite 300
Edmonton, AB, T5K 2J1, Canada

Attn: Project Manager

Re: Lease Agreement (“Lease”) for that certain space located at 10050 - 112th Street, Suites 904 & 1001, Edmonton, AB (Premises)

Indemnifier: (“Indemnifier”), RGN-National Business Centers, LLC for the Tenant: RGN Alberta XII Limited Partnership (“Tenant”) hereby gives written notice, under the aforementioned Lease, of its change of address for which all notices should be sent. **Effective 12/1/2019**, please update your records to reflect the new address as follows:

NOTICES FOR DEFAULT:

Copy To:

c/o Regus Corporation
3000 Kellway Drive
Suite 140
Carrollton, TX 75006
Attn: Legal Department

c/o Regus Corporation
229 Yonge St, Suite 400
Toronto, ON
Canada M5B 1N9
Attn: Wayne Berger

ALL OTHER NOTICES:

Copy To:

c/o Regus Corporation
3000 Kellway Drive
Suite 140
Carrollton, TX 75006
Attn: Lease Administration

c/o Regus Corporation
229 Yonge St, Suite 400
Toronto, ON
Canada M5B 1N9
Attn: Sr. Director of RE & Development

Please feel free to contact me at apryl.cahill@iwgplc.com with any questions regarding this notice.

Regards,



Apryl H. Cahill, RPA, FMA
Sr. Director of Lease Administration

October 25, 2019

Centre # 04195

112 Street NW Edmonton Partners Limited Partnership
Humford Management Inc.
10050 -112 Street, Suite 300
Edmonton, AB, T5K 2J1, Canada

Attn: Project Manager

Re: Lease Agreement (“Lease”) for that certain space located at 10050 - 112th Street, Suites 904 & 1001, Edmonton, AB (Premises)

TENANT:RGN Alberta XII Limited Partnership (“Tenant”) hereby gives written notice, under the aforementioned Lease, of its change of address for which all notices should be sent. **Effective 12/1/2019**, please update your records to reflect the new addresses as follows:

NOTICES FOR DEFAULT:

Copy To:

c/o Regus Corporation
3000 Kellway Drive
Suite 140
Carrollton, TX 75006
Attn: Legal Department

c/o Regus Corporation
229 Yonge St, Suite 400
Toronto, ON
Canada M5B 1N9
Attn: Wayne Berger

ALL OTHER NOTICES:

Copy To:

c/o Regus Corporation
3000 Kellway Drive
Suite 140
Carrollton, TX 75006
Attn: Lease Administration

c/o Regus Corporation
229 Yonge St, Suite 400
Toronto, ON
Canada M5B 1N9
Attn: Sr. Director of RE & Development

RENT AND ADDITIONAL RENT INVOICES:

Premises address

Please feel free to contact me at apryl.cahill@iwgplc.com with any questions regarding this notice.

Regards,



Apryl H. Cahill, RPA, FMA
Sr. Director of Lease Administration


ESTOPPEL CERTIFICATERGN Alberta XII Limited Partnership (the "Tenant")

The Tenant hereto agrees, certifies, acknowledges the following, that as of the date hereof:

1. The Tenant has entered into a lease with 112 Street NW Edmonton Partners Limited Partnership acting and represented by its General Partner 112 Street NW Edmonton Partners GP Inc. (the "Landlord") dated the 1st day of July, 2016 (the "Lease") in respect of Seven Thousand Seven Hundred Forty-Six (7,746) square feet, the premises known as #904 & #1001, 10050 – 112th St NW Edmonton, Alberta (the "Leased Premises").
2. The term of the Lease commenced on the 2nd day of October, 2016 and expires on the 31st day of October, 2026, subject to any right of renewal contained in the Lease.
3. The rent is paid quarterly, based on 80% of the profit for that revenue period (see Schedule "H" of Lease) and is paid to January 8, 2018.
4. The amount of prepaid rent held by the Landlord is NIL and the amount of the security deposit held by the Landlord is NIL.
5. The Lease is in full force and effect and has not been modified, altered or varied either orally or in writing except for the First Amendment to Lease Agreement dated February 22, 2017.
6. There has been no material default beyond any applicable notice and cure period or breach under the terms of the Lease by either the Landlord or the Tenant.
7. ~~Save as disclosed by the Lease, there is no prepaid rent and~~ Except as may be expressly provided by the terms of the Lease, no rent will be prepaid prior to its due date.
8. The Leased Premises have been completed in accordance with any obligations of the Landlord and are entirely satisfactory and suitable for the use contemplated in the Lease.
9. The Tenant currently has no claim, charge, defence, right to set-off, lien, abatement or counterclaim against the Landlord in respect of rent payable under the Lease or in respect of any other matters. The foregoing statement and any other statement made in this Tenant Estoppel Certificate shall not preclude Tenant from exercising its rights under the Lease in connection with the reconciliation of operating expenses under the Lease, and to recover any amounts due to Tenant under any reconciliation of the same.
10. This acknowledgement shall be binding on the Tenant and its heirs, executors, administrators, successors and assigns.

Dated this 18th day of January, 2018.

RGN Alberta XII Limited Partnership
By: **RGN General Partner Holdings Corp.**

By: 
Michael J. Osburn, Vice President



Writer's Extension: 6251
sosterloh@humfordmgmt.com

January 10, 2018

RGN ALBERTA XII LIMITED PARTNERSHIP
by RGN GENERAL PARTNER HOLDINGS CORP.
its General Partner
c/o REGUS CORPORATION
15305 N. Dallas Parkway, Suite 400
Addison, TX 75001

Attention: Lease Administrator

To whom it may concern:

RE: Estoppel
#904 and #1003, 10050 – 112th St NW Edmonton, AB – Compass Place

Enclosed please find one (1) copy of the estoppel for the premises at the above noted location. Upon receipt, kindly date and sign where indicated, scan a copy to Susan Osterloh at sosterloh@humfordmgmt.ca and return the original executed copy to our office. We request and require the original, executed estoppel be returned to us prior to January 23, 2018, five (5) business days following three (3) business days after mailing, as outlined in section 11.04 and 2.01 of your lease agreement.

Should you have any questions, please do not hesitate to contact me.

Thank you.

Humford Management Inc. as authorized agent
without personal liability for
112 STREET NW EDMONTON PARTNERS
LIMITED PARTNERSHIP
acting and represented by its general partner
112 STREET NW EDMONTON PARTNERS GP INC.

Susan Osterloh, RPA
Property Manager

SO/nyt

Enclosure

Cc: RGN LIMITED ALBERTA XII PARTNERSHIP c/o Regus Corporation Two Ravinia Drive, Suite 500
Atlanta, GA 30346-2104 Attn: Michael Beretta

HUMFORD MANAGEMENT INC.

300-10050 112 Street
Edmonton, AB T5K 2J1 Canada
+1 780 426-4960 fax: +1 780 425-1184

www.humfordmgmt.com

550-808 4th Avenue S.W.
Calgary, AB T2P 3E8 Canada
+1 403 319-0490 fax: +1 403 253-7586

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made effective as of this 22ND day of FEBRUARY, 2017, by and between **112 STREET NW EDMONTON PARTNERS LIMITED PARTNERSHIP** ("Landlord"), and **RGN ALBERTA XII LIMITED PARTNERSHIP** ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to the certain Lease Agreement dated July 1, 2016 (the "Lease"), with respect to certain Leased Premises consisting of approximately 7,746 square feet of area on the 9th and 10th floors of the Building located on the Lands municipally known as 10050 - 112th Street, City of Edmonton, Province of Alberta.

WHEREAS, one of the suite numbers of the Leased Premises is incorrectly identified in the Lease as 903 instead of 904 and Landlord and Tenant desire to amend the Lease for the sole purpose of changing the incorrect references to unit No. 903 to unit No. 904.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Capitalized terms used in this First Amendment shall have the meaning given them in the Lease unless otherwise defined in this First Amendment.
2. The reference to "Unit No. 903" in the definition of "Leased Premises" which is located at Section 1.01(4) of the Lease is hereby changed to "Unit No. 904". The reference to "No. 903" in Section 5.06(a) of the Lease is hereby changed to "No. 904".

IN WITNESS WHEREOF the parties hereto have executed these presents.

RGN ALBERTA XII LIMITED PARTNERSHIP,
represented by its general partner, **RGN GENERAL PARTNER HOLDINGS CORP. (Tenant)**

Per: _____

Name: Michael J. Osburn

Title: Vice President

I have authority to bind the general partner and the partnership.

112 STREET NW EDMONTON PARTNERS LIMITED PARTNERSHIP, represented by its general partner, **112 STREET NW EDMONTON PARTNER GP, INC. (Landlord)**

Per: _____

Name: BRUCE R. MAROZZI

Title: Authorized Signatory

I have authority to bind the general partner and the partnership.

Reagan Grimes

From: Thomas Douglas
Sent: Wednesday, October 26, 2016 8:35 AM
To: Reagan Grimes
Subject: RE: Delivery Dates

Delivery Dates

Reagan,

Please see responses below in red.

*4195 - 8/2/16
4335
4336 - 9/27/16
4254 - ?
3971 - 5/1/16*

Thomas Douglas
Regional Director of Construction
East/Canada

Regus Management Group
100 Hartsfield Centre Pkwy Ste 500
Atlanta, GA 30354

678-702-7408

FaceBook: www.facebook.com/regus.workyourway

Twitter: www.twitter.com/RegusBlog

LinkedIn: www.linkedin.com

Connect with Regus



2000 locations, 750 cities, 100 countries

From: Reagan Grimes
Sent: Monday, October 24, 2016 3:38 PM
To: Thomas Douglas <Thomas.Douglas@regus.com>
Subject: Delivery Dates
Importance: High

Thomas,

I need delivery dates for the following locations that are listed as "In construction" or completed on the NCO report.

4195 – August 2nd was the delivery date here

4335 – lease execution date (Same LL as 4336)

4336 – 9/27/16 Delivery (Lease execution date)

4254 - Per lease, delivery notice was sent to Donna Burch (Construction started on 4/7/16)

4199 - this is a project I took over and I am trying to gather this information and will have it to you shortly.

4124 – Not my project, but I will chase this down and get it to you shortly.

~~3883 – November 7th 2016 Delivery~~

3971 – May 1st 2016 Delivery

Reagan Grimes

Director-Global Process Management

214.295.3755

Reagan.grimes@regus.com

RECEIVED
JUL 05 2016

BY:

LEASE AGREEMENT

THIS INDENTURE made the 1 day of July, 2016

BETWEEN:

RGN ALBERTA XII LIMITED PARTNERSHIP
by **RGN GENERAL PARTNER HOLDINGS CORP.**, its **GENERAL PARTNER**

(hereinafter called the "Tenant")

- and -

**112 STREET NW EDMONTON PARTNERS
LIMITED PARTNERSHIP,**
acting and represented by its general partner,
**112 STREET NW EDMONTON
PARTNERS GP INC.**

(hereinafter called the "Landlord")



Initials	
Landlord	Tenant
	

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<i>BW</i>	<i>[Signature]</i>

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ARTICLE 1 -
BASIC LEASE PROVISIONS

1.01 BASIC LEASE PROVISIONS

In this Lease the following terms will have the following meanings:

- (1) **“Landlord’s Address”** means 400 - 2695 Granville Street, Vancouver, British Columbia V6H 3H4, Attention: Bryce R. Margetts

With a copy to:
 Canderel Management Inc.
 2000 Peel Street, Suite 900
 Montreal, Quebec H3A 2W5
 Attn: Legal Department

or such other address(es) as designated by the Landlord from time to time.

- (2) **“Tenant”** means RGN ALBERTA XII LIMITED PARTNERSHIP, by RGN GENERAL PARTNER HOLDINGS CORP., its GENERAL PARTNER.

- (3) **“Tenant’s Address”** means:

FOR NOTICES OF DEFAULT ONLY:

RGN LIMITED ALBERTA XII PARTNERSHIP
 c/o Regus Corporation
 15305 N. Dallas Parkway, Suite 400
 Addison, TX 75001
 Attn: Legal Department

With a copy to:
 RGN LIMITED ALBERTA XII PARTNERSHIP
 c/o Regus Corporation
 15305 N. Dallas Parkway, Suite 400
 Addison, TX 75001
 Attn: Chief Financial Officer

FOR ALL OTHER NOTICES:

RGN LIMITED ALBERTA XII PARTNERSHIP
 c/o Regus Corporation
 15305 N. Dallas Parkway, Suite 400
 Addison, TX 75001
 Attn: Lease Administrator

With a copy to:
 RGN LIMITED ALBERTA XII PARTNERSHIP
 c/o Regus Corporation
 Two Ravinia Drive, Suite 500
 Atlanta, GA 30346-2104
 Attn: Michael Berretta

Initials	
Landlord	Tenant
<i>BW</i>	<i>RM</i>

-2-

- (4) **“Leased Premises”** means those premises shown hatched on Schedule “B” hereto and known as Unit No. 903 & 1001 located on the 9th and 10th floors of the Building.
- (5) **“Rentable Area of Leased Premises”** means approximately 7,746 square feet of area determined in accordance with BOMA (1996) and subject to Section 3.04 hereof.
- (6) **“Commencement Date”** means the first day after the expiry of the Fixturing Period.
- (7) **“Term”** means ten (10) years (if the expiration of the Term falls on a day that is not the last day of the month, the Term shall include the number of days remaining in the final month of the Term) unless sooner terminated pursuant to an express provision hereof, commencing on the Commencement Date.
- (8) **“Permitted Use”** means general office use, including for the operation of a flexible workplace centre with executive suites, shared workspace, open seating areas and co-working areas, together with refreshments on an ancillary basis, business supply and printing stations, and offering office-related services, such as meeting facilities, administrative and concierge services, telecommunications services and furniture, subject to Sections 12.02 and 13.02, and for no other purpose.
- (9) **“Tenant’s Pro Rata Share”** of any amount (such as estimated or actual Operating Costs or Taxes) for any period means the fraction which has, as its numerator, the Rentable Area of the Leased Premises and, as its denominator the Rentable Area of the Building excluding storage and parking areas, which results in the Tenant’s Pro Rata Share of 9.2% as of the date hereof subject to Section 3.04.
- (10) **“Profit Share Rent”** has the meaning given to it at Schedule “H”.
- (11) **“Indemnifier”** means RGN-National Business Centers, LLC.
- (12) **“Broker”** mean Colliers Macaulay Nicolls Inc. (representing the Landlord and Tenant).

ARTICLE 2 -
DEFINITIONS



2.01 CERTAIN STANDARD DEFINITIONS

“Accounting Period” means the calendar year or such other consecutive twelve month period as the Landlord may adopt from time to time for the Project or any part thereof. The first Accounting Period commences on the Commencement Date and terminates on December 31st next following and the last Accounting Period shall terminate on the expiry of the Term or earlier termination thereof.

“Additional Rent” means Operating Cost Recovery, Taxes and all amounts payable to the Landlord under this Lease other than Profit Share Rent whether or not characterized as Rent under this Lease.

“Administration Fee” means a fee of twenty percent (20%) of the costs of various services provided by the Landlord to the Tenant to be paid by the Tenant to the Landlord where applicable for administration and overhead costs incurred by the Landlord.

“Bank Rate” means the interest per annum as announced by Landlord’s principal bank from time to time, at its principal office in Toronto and reported by it to the Bank of Canada as its prime rate, which rate is one of its base rates and serves as the basis upon which effective rates of

Initials	
Landlord	Tenant
	

interest are calculated for Canadian dollar loans made in Canada with interest payable as a function of its prime rate as changed from time to time.

“BOMA (1996)” means the standard of measurement for office buildings provided for by the American National Standard of Measurement and published by the Building Owners and Managers Association as Standard No. ANSI/BOMA Z65.1 1996, as may be amended from time to time.

“Building” means the building and other improvements, and fixtures thereon, all as constituted from time to time, which are constructed or are to be constructed on the Lands.


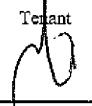
“Business Day” means any day that is not a Saturday, a Sunday or a statutory holiday in the City of Edmonton.

“Common Facilities” means the areas, facilities, utilities, improvements, equipment and installations (collectively, “elements”) in the Project that, from time to time, are not intended to be leased to tenants of the Project, or are designated from time to time as Common Facilities by the Landlord, (ii) the elements that serve the Project (or any part of it) and are designated by the Landlord from time to time as part of the Common Facilities, and (iii) the elements that are provided for the benefit of the tenants of the Project and their employees, customers and other invitees in common with others entitled to use them. Common Facilities include, without limitation, entrances, exits, pedways, sidewalks, landscaped areas, entrance ways, lobbies, common corridors, access ramps, garbage rooms, common or public lavatories, truck courts, truck docks, common loading areas, exterior weather walls, exterior windows forming part of the outer building walls, roofs, interior and exterior atriums, interior and exterior structural elements and bearing walls of the Building, driveways, music and public address systems, first aid stations, property management offices, public seating facilities, fire prevention and fire detection systems, plumbing heating, ventilation, air conditioning, and drainage equipment and installations, fountains, furniture, furnishings, customer and service stairways, elevators and elevator corridors and machine rooms, directory boards, general signs including Building designation signs, maintenance equipment, service, janitorial and mechanical rooms, transformer vaults, electrical distribution rooms, water meter rooms, garage and garage ramps, Building mail room and all lands, areas, facilities, equipment, passages, ramps and structures, benefiting the Lands or the Building whether or not located upon or within the Lands or the Building, to the extent Landlord designates or intends that any of the foregoing be part of the Common Facilities, and all other areas, facilities, equipment and installations which are provided or designated from time to time by the Landlord for the use by or for the benefit of the Building or its occupants.

“Control” means to own beneficially (either directly or indirectly) more than fifty percent (50%) of the voting shares of a corporation and “Controlled” has a corresponding meaning.

“Fixturing Period” means the period of 60 days commencing on the Possession Date in which the Tenant shall carry out the Tenant’s Leasehold Improvement Work (as defined in Schedule “C”) in the Leased Premises. During the Fixturing Period, the Tenant shall pay for utilities consumed in the Leased Premises, and any other costs and expenses incurred as a result of the Tenant having possession of the Leased Premises during the Fixturing Period, but not any other items of Rent (except for Profit Share Rent as set out in Section 4.01 in the event the Tenant opens for business from the Leased Premises during the Fixturing Period).

“Eligible Corporation” means a corporation which Controls, is Controlled by or is under common Control with the Tenant.

Initials	
Landlord	Tenant
	

“Environmental Approvals” means all applicable permits, licences, consents, certificates, registrations, approvals and other authorizations required pursuant to Environmental Laws with respect to the use, maintenance and operation of the Leased Premises or the Building.

“Environmental Claims” means all actions, orders, directions, notices, directives, investigations or proceedings of any nature or kind from or by any governmental authority in connection with the Building or its use, maintenance or operation relating to Environmental Laws, Environmental Approvals or any other environmental matters and all claims by any third party in connection with the Building or its use, maintenance or operation in connection with any violation or alleged violation of Environmental Laws or the presence of any Hazardous Substances.

“Environmental Laws” means all applicable federal, provincial, municipal and local laws, statutes, ordinances, by-laws and regulations, including without limitation the *Environmental Protection Act* (Canada), the *Environmental Protection and Enhancement Act* (Alberta), and all orders, directives and decisions rendered by, and policies, guidelines and similar guidance of, any ministry, department or administrative or regulatory agency or court (in each case having the force of law), including any obligations or requirements arising under common law, relating to the protection of the environment, human health and safety or the manufacture, processing, distribution, use, treatment, storage, presence, disposal, packaging, labelling, recycling, transport, handling, containment, clean-up or other remediation or corrective action of or in respect of any Hazardous Substances.

“Hazardous Substance” means, as defined by Environmental Laws, any pollutant, contaminant, chemical, waste (including, without limitation, solid waste, liquid industrial waste, other industrial waste, toxic waste and hazardous waste) and deleterious substance.

“Insurance” means, for any Accounting Period, the total cost to the Landlord, calculated in accordance with generally accepted accounting principles, for insuring the Building as described in Article 7 of this Lease.

“Landlord” means 112 STREET NW EDMONTON PARTNERS LIMITED PARTNERSHIP, acting and represented by its general partner, 112 STREET NW EDMONTON PARTNERS GP INC., and all beneficial owners of the Project and each of their respective successors and assigns.



“Landlord's Consultants” means any architect, engineer, surveyor, measurement consultant or other third party consultant named by the Landlord from time to time and “Landlord's Consultant” shall mean any one of them.

“Landlord's Work” means, those items, if any, set out in Schedule “C” annexed hereto and designated therein as being Landlord's Work.

“Lands” means the lands municipally known as 10050 - 112th Street, City of Edmonton, Province of Alberta and more particularly described in Schedule “A” attached hereto, as expanded, altered or reduced from time to time.

“Lease” means this lease and includes all schedules annexed hereto, as from time to time amended in writing.

“Leasehold Improvements” means all improvements, installations, alterations, repairs, works, replacements and additions made from time to time by or for the benefit of the Tenant or any prior occupant in the Leased Premises but excluding furniture, equipment and trade fixtures installed by the Tenant.

Initials	
Landlord 	Tenant 

“Measurement Certificate” shall have the meaning ascribed to it under Section 3.04 of this Lease.

“Mortgage” means any instrument, mortgage, charge, deed of trust, document or security interest (resulting from any method of financing), or lien now or hereafter secured upon the Project or any part thereof and includes all renewals, modifications, consolidations, replacements and extensions thereof.

“Mortgagee” means the mortgagee, chargee, creditor or trustee for bondholders named in any Mortgage.

“Non-Standard Leasehold Improvements” has the meaning given to it in Section 3.06.

“Normal Business Hours” means the hours from 7:00 a.m. to 7:00 p.m. on Business Days and the hours from 8:00 a.m. to 4:00 p.m. on Saturdays unless Saturday is a holiday.

“Notice” means any notice, statement or request herein required or permitted to be given by either party to the other pursuant to this Lease and shall be in writing and, if to the Landlord, addressed to the Landlord at the Landlord’s Address (with a copy to Humford Management Inc., 10050 – 112 Street, Suite 300, Edmonton, Alberta, T5K 2J1, Attention: Project Manager and Canderel Management Inc., 2000 Peel Street, Suite 900, Montreal, Quebec, H3A 2W5, Attention: General Counsel) and, if to the Tenant, addressed to the Tenant at the Tenant’s Address. Any notice shall be deemed to have been given at the time of delivery or, if mailed, then three (3) Business Days following the date of mailing thereof, as the case may be. Either party may give written notice of any change of its address and thereafter the new address is deemed to be the address of that party for the giving of notices. If postal service is interrupted or is substantially delayed, all Notices must be delivered in person. Notice by facsimile or electronic means does not constitute valid service of Notice.

“Operating Cost Recovery” means, for any Accounting Period, either the amount determined by multiplying the Operating Costs for such Accounting Period by the Tenant’s Pro Rata Share or such other portion of the Operating Costs for such Accounting Period as may be allocated, without duplication, to the Leased Premises by the Landlord, acting reasonably.

“Outside Delivery Date” means October 1, 2016, which is the outside deadline for delivery of the Leased Premises to the Tenant.


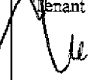
“Person” means any individual, corporation, partnership, trust, joint venture other legal entity or other business association and includes a government or departmental subdivision or agency thereof.

“Possession Date” means the later of: (i) May 1, 2016; and (ii) the date on which the Tenant receives all necessary permits and approvals to commence such work in the Leased Premises, provided that Tenant diligently applies for and pursues all such necessary permits and approvals.

“Project” means the Lands and Building.

“Rentable Area” of any portion of the Building means the floor area expressed in either square feet or square meters, determined in accordance with BOMA (1996) and adjusted from time to time to reflect any addition, reduction, rearrangement or relocation of space.

“Rent” means the Profit Share Rent and Additional Rent payable pursuant to this Lease.

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Landlord	Tenant
	

“Rules and Regulations” means those rules and regulations stipulated in Schedule “D” annexed hereto, any reasonable amendments thereto and any further reasonable rules and regulations in respect of the Building of which the Tenant receives Notice from the Landlord which the Landlord in its judgment may from time to time stipulate for the proper operation of the Building including any requirements imposed by a governmental or regulatory authority, and all such amendments and further rules and regulations shall be read as forming a part of this Lease as if the same were embodied herein.

“Service Taxes” means and includes any and all goods and services taxes, sales taxes, value added taxes, harmonized sales taxes, business transfer taxes, or any other taxes imposed on the Landlord or the Tenant from time to time in respect of the Rent payable by the Tenant to the Landlord under this Lease or the rental of the Leased Premises or the provision of any goods, services or utilities whatsoever by the Landlord to the Tenant under this Lease, whether characterized as a goods and services tax, sales tax, value added tax, harmonized sales tax, business transfer tax, or otherwise.

“Security Deposit” shall have the meaning ascribed to it under Section 17.01 of this Lease.

“Signage” means, collectively, the following signage, all in accordance with the Landlord’s signage criteria for the Building, as may be reasonably amended from time to time displaying the trade name under which the Leased Premises are operated (with the branding of the Tenant’s choice, including Regus):

- (a) Directory Listings: The Landlord will allow a listing for the Tenant on one line of the directory in the Building’s main lobby to accommodate the Tenant’s trade. The Tenant shall be permitted, at its sole cost to install a digital directory name board (the “DDB”) in the Building’s main lobby and list its name together with the names of any of the Licensees (as defined in Section 7.0 of Schedule “E”) operating from the Leased Premises in the DDB. Prior to the installation of the DDB, the location and specifications of the DDB must be approved in writing by the Landlord, acting reasonably. The ownership and control of DDB shall transfer to the Landlord upon its installation and the Landlord shall be permitted to add the names of any other tenants of the Building into the DDB.
- (b) Inside the Leased Premises: The Tenant shall be entitled to erect its normal trade and other signs, notices or advertisements within the Leased Premises, not visible from outside of the Leased Premises.
- (c) Outside Building: The Tenant may install, at its option, lane signage on the façade of the Project visible from the main road in accordance with the Landlord’s lane signage standards and subject to any city or municipal bylaws with such signage to be subject to the Landlord’s prior written approval, not to be unreasonably withheld.
- (d) Pre-Opening Signage: The Tenant may install, at its option, prominent roadside signage for advertising during construction and for six months thereafter to be located on the main road, subject to any City or Municipal signage bylaws and the Landlord’s prior written approval, not to be unreasonably withheld.

“Taxes” means the aggregate of (i) all assessments or taxes, including all real property taxes, duties and assessments (including local improvement taxes, machinery taxes and water rates), impost charges or levies, whether general or special that are levied, rated or assessed against the Project or any part thereof from time to time (including, without limitation, the Common

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Facilities), by any lawful taxing authority, whether federal, provincial, municipal, school or otherwise, and any taxes or other amounts which are imposed or payable in lieu of, or in addition to, any such taxes whether of the foregoing character or not or whether in existence at the Commencement Date or not; and (ii) any taxes levied or assessed against the Landlord on account of its ownership of the Project or its interest therein.

“Tenant’s Parking Allocation” means 20 unreserved spaces located in the underground parking garage located at the Project on the terms outlined in Paragraph 1.0 Schedule “E”.

“Tenant’s Taxes” shall have the meaning ascribed to it under Article 5 of this Lease.



“Termination Date” means the last day of the stated Term of this Lease, or the date of earlier termination by the Landlord in accordance with the provisions hereinafter set forth.

“Unavoidable Delay” means any delay by a party in the performance of its obligation under this Lease caused in whole or in part by any acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, sabotage, war, blockades, insurrections, riots, epidemics, washouts, nuclear and radiation activity or fallout, arrests, terrorism, civil disturbances, explosions, breakage of or accident to machinery, any legislative, administrative or judicial action which has been resisted in good faith by all reasonable legal means, any act, omission or event whether of the kind herein enumerated or otherwise not within the control of such party and which by the exercise of control of such party, could not have been prevented, but lack of funds on the part of such party shall not constitute an Unavoidable Delay. Notwithstanding the foregoing, in no event shall the Tenant be excused from the payment of Profit Share Rent and Additional Rent hereunder by reason of Unavoidable Delay unless this Lease specifically so provides.

2.02 DEFINITIONS RELATING TO OPERATING COST RECOVERY



“Operating Costs” means, without duplication, the total of all expenses, costs, fees, rentals, disbursements and outlays of every kind paid, payable or incurred by or on behalf of the Landlord and pertaining to the Project and the Common Facilities, in the complete maintenance, repair, replacement, operation, supervision, administration and management of the Project and a reasonable amount, as determined by the Landlord from time to time, for all expenses incurred by or on behalf of tenants in the Building with whom the Landlord may from time to time have agreements whereby in respect of their premises those tenants perform any cleaning, maintenance or other work or services usually performed by the Landlord which if incurred by the Landlord would have been included in Operating Costs. Without limiting the generality of the foregoing, Operating Costs shall include, but are not limited to the following:

- (A) (i) the cost of Insurance;
- (ii) the cost of providing security, supervision, traffic control, landscaping, exterior and interior window cleaning, garbage collection, garbage recycling and removal and snow removal services;
- (iii) the cost of operating, providing, inspecting, maintaining, servicing, repairing and replacing the heating, ventilating, air conditioning, electrical and water systems;
- (iv) the cost of replacing building standard electric fixtures, starters, lamps and light bulbs, it being understood that the replacement of ballasts and tubes may be billed separately;

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- (v) the cost of electricity, tempered water (or, at the Landlord's option, hot and cold water), telephone, steam, gas, sewage disposal and other utilities and services, unless the Landlord chooses to bill the Tenant or other tenants separately based on separate metering or separate billing for the Leased Premises for all or any part of such utilities;
- (vi) the cost of maintaining and replacing signs and directory boards;
- (vii) accounting fees and costs incurred in connection with the maintenance, repair, operation, administration or management of the Project including computations required for the imposition of charges to tenants, the cost of preparing statements and opinions for tenants and audit fees;
- (viii) the fair rental value, including Additional Rent (having regard to the rentals prevailing from time to time for similar space, such fair rental value to be determined by the Landlord, from time to time for such periods as are appropriate) of space in the Building used by the Landlord, acting reasonably, (and the cost of equipment and furniture therein) in connection with the maintenance, repair, operation, administration or management of the Project;
- (ix) the cost of supervision and of management and all other indirect expenses to the extent allocable to the maintenance, repair, operation, administration or management of the Project or any part thereof;
- (x) all costs and expenses (including legal and other professional fees and interest and penalties on deferred payments) incurred by the Landlord, as the case may be, in contesting, resisting or appealing any assessments or Taxes;
- (xi) the greater of: (1) the management fees and administrative charges of a management company, if any, for the Project or any part thereof; and (2) a management fee to the Landlord in an amount equal to five percent (5%) of all rents, Taxes, Operating Costs and any other charges relating to the Project;
- (xii) the amount of all placement fees, salaries, wages, severance pay, training, termination payments, fringe benefits and related costs paid to or for employees, managers, and superintendents to the extent that they are employed by the Landlord in connection with the maintenance, repair, operation, administration or management of the Project or any part of it, and amounts paid to independent contractors or property managers for any services in connection with the maintenance, repair, operation, administration or management of the Project or any part of it;
- (xiii) fees and expenses of Landlord's Consultants except in connection with matters specifically excluded from Operating Costs;
- (xiv) the costs of uniforms for employees and agents, and of supplies, tools, equipment and materials used in connection with the maintenance, repair, operation, administration, management or caretaking of the Project;
- (xv) depreciation or amortization of the costs of machinery, equipment, facilities, systems, and property and other capital repairs and replacements installed in or used in connection with the Project which by their nature require periodic replacement including the heating, ventilating and air-conditioning, electrical,

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plumbing equipment, the roof membrane, the garage structure, supports, membrane and topcoat and elevator equipment, modifications or improvements to the Project or its systems, including but not limited to those made by the Landlord in order to reduce, minimize or limit future increases of Operating Costs or in order to comply with applicable laws or resulting from normal wear and tear to the Project or improve the operation of the Project and the systems, facilities and equipment serving the Project, or maintain their operation, all in accordance with sound accounting principles as applied to the commercial real estate industry, together with interest on any undepreciated and unamortized amounts at the Bank Rate (as calculated at the beginning of each Accounting Period) plus 2% per annum it being recognized that the Landlord, acting reasonably, may depreciate or amortize any such cost over a longer or shorter period than that which corresponds to the period over which the benefits of having incurred that cost are realized;

- (xvi) all other direct costs and expenses of every kind, to the extent actually and reasonably incurred in or allocable to the maintenance, repair, replacement, operation, administration or management of all or any part of the Project, including the garage and garage ramp, or any of its appurtenances and all Service Taxes paid or payable by the Landlord on account of the goods or services forming part of the Operating Costs, to the extent no input tax credit in respect of such taxes is available to the Landlord;
- (xvii) water rates, special taxes and licences (other than Taxes or the Tenant's Taxes as herein defined or taxes on income or profits) from time to time payable by the Landlord with respect to the Project, including without limitation all large corporations tax, and the costs of the Landlord (including legal and other professional fees and interest and penalties on deferred payments) in contesting, appealing, resisting or negotiating any amounts of Taxes for or in respect of such lease year (whether or not successful);
- (xviii) large corporations tax, if applicable, and any tax imposed on the capital invested in the Lands and the Project, which shall be determined on the basis of a calculation of the said tax based on the following considerations: (i) as if the Project were the only property of the Landlord/owner; and (ii) based on a reasonable allocation of the capital that was required to acquire, and construct the Project, excluding any and all financing costs, including but not limited to, mortgage payments, carry costs and other financing or re-financing charges. The criteria used to determine what constitutes such capital will be based upon the criteria in force and effect from time to time under the relevant legislation under which each such tax or excise is levied or imposed. Landlord will allocate any exemptions applicable in respect of each such tax or excise between the Project and the other assets in respect of which the tax or excise in question is levied or imposed on a fair and reasonable basis;
- (xix) the net costs and expenses relating to any building amenities (such as, but not limited to, fitness facilities, conference facilities and daycare provided exclusively for tenants and occupants of the Building) for the Building including the fair market rental value (having regard to rent being charged for similar space including additional rent for operating costs and property taxes) for the space dedicated to such amenities, such fair market rental value to be determined by the Landlord, from time to time for such periods as are appropriate; the Landlord

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expressly reserves the right at any time to discontinue the existence of said amenities; for as long as Landlord in its sole discretion elects to provide such amenities and the cost of any equipment, furniture and fixtures therein;

- (xx) conservation of energy programs referred to in Section 12.06; and
 - (xxi) any allocations to the Project of a fair share of any costs, charge, impositions, expenses and outlays of the above nature as are incurred in respect of or relating to: (i) easements, reciprocal rights, shared services, shared use and other similar agreements and rights; (ii) any lands not part of the Lands but which are for the benefit or enjoyment or which benefit the Project or the tenants or the occupants thereof such as, by way of example only but without limiting the generality of the foregoing any passageways or connections between the Building and adjacent properties, garages, entrances and exits and any parks and landscaped areas.
- (B) Notwithstanding Part (A) of this definition, above, Operating Costs shall exclude or shall have deducted therefrom:
- (i) Taxes;
 - (ii) debt service in respect of financing secured by or related to the Project;
 - (iii) an amount equal to the net proceeds of insurance actually recovered by the Landlord for damage to the Building to the extent that the cost to repair such damage is included in Operating Costs;
 - (iv) all amounts charged directly to specific tenants of the Building, by reason of their excess consumption of water, hydro or other utilities, to the extent that those amounts are included in Operating Costs;
 - (v) all amounts charged directly to specific tenants of the Building (and not as part of similar operating cost recovery provisions) to the extent that those amounts are included in Operating Costs;
 - (b) costs of repairs, restoration, replacements or other work (1) covered by insurance required to be carried by Landlord under the Lease or which would have been covered by such insurance had Landlord not elected to self-insure, or (2) paid by the proceeds of any condemnation award;
 - (c) costs in connection with leasing space, including advertising and promotional costs, leasing commissions, legal fees, moving expense costs, and other expenses incurred in connection with negotiations for leases with tenants or prospective tenants;
 - (d) allowances, concessions and other costs and expenses incurred in completing, fixturing, furnishing, renovating or otherwise improving, decorating or redecorating space for tenants or, prospective tenants of the Project;
 - (e) costs incurred in connection with the original construction of the Building or any other part of the Project, including "tap fees" or one-time lump sum sewer or water connection fees, and costs of repairing, replacing or otherwise correcting defects or deficiencies in the design, construction or components of the improvements comprising the Project;

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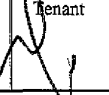
- (f) payment of principal and interest or other finance charges made on any debt and rental payments made under any ground or underlying lease or leases;
 - (g) costs incurred in connection with the sales, mortgaging, selling or change of ownership of the Project or any part thereof, including brokerage commissions, consultants', attorneys' and accountants' fees, closing costs, title insurance premiums, transfer taxes and interest charges;
 - (h) costs, fines, interest, penalties, legal fees or costs of litigation incurred due to the late payment of taxes, utility bills and other costs incurred by Landlord's failure to make such payments when due;
 - (i) Landlord's general corporate overhead and general and administrative expenses, including organizational expenses associated with the creation and operation of the entity which constitutes Landlord;
 - (j) costs of signs in or on the Project identifying the owners of the Project;
 - (k) costs of any special or extra heating, ventilating, air conditioning, janitorial or other services or work provided to tenants during non-business hours for which Landlord typically would receive after-hours charges, and costs of above-standard utility usage by tenants of the Project;
 - (l) there shall be deducted from Operating Costs in the calendar year in which they are applicable all funds recovered from tenants of the Project, contractors, or other parties as payment for expenses which are included in Operating Costs, other than tenants' contributions for their proportionate share of Operating Costs;
 - (m) political or charitable contributions; and
 - (i) wages, salaries, fees, and fringe benefits paid to administrative or executive personnel or officers or partners of Landlord not having direct day to day responsibility for operating or providing services to the Project or any portion thereof (including the Building); and
- (C) any costs that are not directly incurred by the Landlord but are chargeable as Operating Costs may be estimated by the Landlord on a reasonable basis.

In computing Operating Costs where the Landlord determines, acting reasonably but in its sole discretion, that any items(s) of Operating Costs are provided only to or for the benefit of a portion or only some of the tenants of the Project, then the Landlord shall be entitled, but not obligated, to allocate the cost of those item(s) over such portion of the Project or the tenants benefiting therefrom, and adjust the Tenant's Pro Rata Share of Operating Costs based on such allocation. The foregoing definition of Operating Costs does not imply or impose upon Landlord any obligation to provide any services or facilities which are not otherwise expressly contemplated to be provided by the Landlord pursuant to the other provisions of this Lease.

2.03 SCHEDULES

The following schedules are attachments to and form part of this Lease:

- Schedule "A"** – Legal Description of Lands
- Schedule "B"** – Sketch of Leased Premises
- Schedule "B-1"** – Radius Restriction Plan

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- Schedule "C" –Work Letter
- Schedule "C-1"- Test Fit Plans
- Schedule "D" – Rules and Regulations
- Schedule "E" – Special Provisions
- Schedule "F" – Pre-Authorized Debit (PAD) Agreement
- Schedule "G" – Indemnity Agreement
- Schedule "H" – Profit Share Rent
- Schedule "I" – Tenant’s Riders
- Schedule "J" – Office Service Agreement

ARTICLE 3 -
DEMISE, DELIVERY AND SURRENDER

3.01 DEMISE OF LEASED PREMISES

In consideration of the covenants and agreements hereinafter set out, the Landlord hereby leases the Leased Premises to the Tenant, to have and to hold during the Term upon the conditions contained in this Lease. The Tenant covenants to pay Rent, to continuously occupy and carry on business in the Leased Premises throughout the Term, and to observe and perform all the covenants and provisions to be observed and performed by the Tenant pursuant to this Lease.

3.02 ACCEPTANCE OF LEASED PREMISES



The Tenant acknowledges that it is taking the Leased Premises on an "as is" basis and accepts same in their current condition. The Tenant agrees that there is no promise, representation or undertaking by or binding upon the Landlord with respect to any alteration, remodelling or decoration of the Leased Premises or with respect to the installation of equipment or fixtures in the Leased Premises, except as expressly provided in this Lease.

3.03 USE OR OCCUPANCY PRIOR TO COMMENCEMENT DATE

If the Tenant for any reason uses the Leased Premises in any manner prior to the Commencement Date, then during such period the Tenant shall be a tenant of the Landlord and shall be subject to the same covenants and agreements as are contained in this Lease, unless otherwise specifically provided herein.

3.04 MEASUREMENT OF LEASED PREMISES

The Rentable Area of Leased Premises is as set forth in Section 1.01. The Landlord shall arrange to have the Landlord’s Consultants measure the Leased Premises in accordance with BOMA (1996). The Landlord’s Consultant’s shall prepare a certificate setting out such measurement (the "Measurement Certificate") which shall be delivered to the Tenant prior to the Possession Date, and which Measurement Certificate shall be final and binding upon the Landlord and Tenant absent manifest error and at such time as the Measurement Certificate is available the Rentable Area of Leased Premises shall for all purposes be deemed to be as set forth in the Measurement Certificate. In the event the Measurement Certificate indicates that the Rentable Area of Leased Premises is greater in measurement than that which is set forth in Section 1.01, Additional Rent and the Tenant’s Pro Rata Share shall be amended accordingly and the Tenant shall pay to the Landlord within 10 days of notice the amount of Additional Rent that would have been due had the correct Rentable Area of Leased Premises, as indicated in the Measurement Certificate, been used to calculate Additional Rent from the Commencement Date.

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3.05 OVERHOLDING BY TENANT

If the Tenant remains in possession of the Leased Premises after the end of the Term without the execution and delivery of a new lease, there shall be no implied renewal, and the Tenant shall be deemed to be occupying the Leased Premises as a tenant from month to month upon the same terms and conditions as are set forth in this Lease insofar as the same are applicable to a month to month tenancy, provided however that in addition to the Additional Rent otherwise payable the Tenant agrees to pay as minimum rent in advance on the first day of each month of such overholding period an additional amount equal to two hundred percent (200%) of the average monthly Profit Share Rent or minimum rent, as applicable, payable in the previous twelve (12) months of the Term.

3.06 INSTALLATION AND REMOVAL OF TRADE FIXTURES AND LEASEHOLD IMPROVEMENTS

The Tenant shall install only trade fixtures, in "first class" condition, of a type usual for the Permitted Use, in good and sufficient manner but not so as to damage or impair any of the structure, and, without limitation, the suspended ceiling or the heating, ventilating, air conditioning, plumbing, electrical and mechanical systems of the Leased Premises or the Building. Upon the Termination Date the Tenant shall have the right, if not in default beyond any applicable cure period, to remove, and shall remove if required by the Landlord, all its trade fixtures, Non-Standard Leasehold Improvements (as hereinafter defined) furniture and equipment, making good at the Tenant's expense any damage caused by such removal, and the Tenant shall vacate and surrender the Leased Premises to the Landlord in a clean and undamaged condition. The Tenant further agrees that all Leasehold Improvements installed at any time prior to or after the Commencement Date, whether by the Tenant, a previous tenant or the Landlord, shall immediately upon affixation or installation become the property of the Landlord and shall remain upon the Leased Premises, and the Tenant shall not be required to remove the Leasehold Improvements upon the expiry or earlier termination of this Lease. All property of the Tenant remaining upon the Leased Premises after the termination of the tenancy shall be deemed to have been abandoned by the Tenant in favour of the Landlord and may be disposed of by the Landlord at its discretion without prejudice to the rights of the Landlord to claim damages from the Tenant for failure to remove the same. The parties acknowledge that it is not their intent that the provisions of this Lease shall in any way prohibit the Tenant from claiming the cost of Leasehold Improvements incurred by the Tenant as deductions for income tax purposes. Notwithstanding anything to the contrary contained in this Lease, those items of furniture provided to the Tenant by the Landlord shall remain the property of the Landlord at all times and in no circumstances shall the Tenant remove such furniture from the Leased Premises including without limitation upon the expiry or earlier termination of this Lease.

"Non-Standard Leasehold Improvements" means all wires, cabling, computer rooms, internal staircases, additional HVAC systems, ceiling treatments except for base building T-bar and ceiling tiles, all flooring treatments, inclusive of raised floors, other than base building carpet, and such other items as identified by the Landlord and communicated to the Tenant at such time as the Tenant seeks the Landlord's consent to pursuant to Section 8.02. For clarity, all obligations in connection with the Leasehold Improvements under this Lease shall also apply to the Non-Standard Leasehold Improvements except where explicitly set out otherwise hereunder.

ARTICLE 4 -
RENTAL

4.01 PROFIT SHARE RENT

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Landlord	Tenant

Profit Share Rent is defined in Schedule H and shall be paid, as and when due from and after the earlier of (i) the Commencement Date and (ii) the day upon which the Tenant commences operating its business from the Premises, all in accordance with the terms of Schedule H.

4.02 RECOVERY OF OPERATING COSTS AND TAXES

The Tenant shall pay to the Landlord the Landlord's estimate, from time to time, of the Operating Cost Recovery for each Accounting Period by monthly instalments on the first day of each month throughout the Term and the amount of such instalments shall be reasonably stipulated in writing from time to time by the Landlord. The Tenant shall pay to the Landlord the Tenant's share (calculated in accordance with Article 5) of Taxes for each Accounting Period by instalments established by the Landlord, from time to time, which in any event are sufficient to enable the Landlord to accumulate sufficient amounts to pay the Taxes monthly when due to the relevant taxing authority. Following the end of each Accounting Period (or such later date as the Landlord may determine), the Landlord shall compute the Operating Cost Recovery and the Tenant's share of Taxes for such Accounting Period and shall submit a statement thereof to the Tenant. If the total of the monthly instalments of Operating Cost Recovery and the Tenant's share of Taxes paid and payable by the Tenant in respect of such Accounting Period is less than the amount of Operating Cost Recovery and the Tenant's share of Taxes for such Accounting Period, then the Tenant shall pay the difference to the Landlord within ten (10) Business Days after Notice from the Landlord. If the total of such monthly instalments of Operating Cost Recovery and the Tenant's share of Taxes paid and payable is greater than the amount of the Operating Cost Recovery and the Tenant's share of Taxes for such Accounting Period, then the difference in the Operating Cost Recovery shall, at the option of the Landlord, either be repaid to the Tenant with such statement, or be applied in reduction of the next ensuing future payments of Profit Share Rent due under this Lease and, in the case of the Tenant's share of the Taxes, be applied to future instalments due to the relevant taxing authority.

4.03 RENT COVENANT

For clarity, the Tenant shall pay to the Landlord without demand, in lawful money of Canada, at the times provided in this Lease, at the Landlord's Address or at such other place as the Landlord may designate from time to time, the Profit Share Rent and all Additional Rent, without any deduction, set-off, or abatement whatsoever. All amounts payable by the Tenant under this Lease, unless otherwise provided, become due on the first day of each month. If the Tenant defaults in payment of any sum due hereunder, the Landlord shall have the same rights and remedies upon default as if the sum were rent in arrears.



Notwithstanding anything to the contrary contained herein, the Tenant's obligations to pay Taxes and Operating Costs shall not be conditional upon the amount of any Gross Revenue earned by the Tenant.

4.04 PRE-AUTHORIZED PAYMENT PLAN

[Intentionally Deleted]

4.05 WAIVER OF OFFSET

The Tenant hereby waives and renounces any and all existing and future claims, offsets and compensation against any Profit Share Rent or Additional Rent, and agrees to pay all Profit Share Rent and Additional Rent regardless of any claim, offset or compensation which may be asserted by the Tenant or on its behalf. The Tenant agrees that the Landlord may at its option apply all sums received from the Tenant or due to the Tenant against amounts due and payable hereunder as the Landlord determines notwithstanding any instructions or designations to the

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contrary. No endorsement on any cheque or statement in any letter accompanying a cheque shall be deemed an accord or satisfaction and the Landlord may accept any payment without prejudice to any rights the Landlord may have at law or under this Lease.

4.06 INTEREST ON OVERDUE RENT

If the Tenant fails to pay when due any Profit Share Rent or Additional Rent, the unpaid amount shall bear interest from the due date to the date of payment at the Bank Rate plus five percent (5%) per annum and such interest shall be calculated and payable monthly.



4.07 NET LEASE

It is the intent of the parties that this Lease is net to the Landlord and that the Tenant shall pay all costs and expenses relating to the Leased Premises, the business carried on therein, including without limitation the Operating Cost Recovery and its share of Taxes, but subject to the provisions of Schedule "H" in respect to the payment of Profit Share Rent. Any amount or obligation herein relating to the Leased Premises which is not expressly declared to be that of the Landlord shall be deemed to be an obligation of the Tenant to be performed by or at the Tenant's expense.

ARTICLE 5 -
OTHER AMOUNTS TO BE PAID BY TENANT

5.01 REALTY, BUSINESS AND OTHER TAXES PAYABLE BY THE TENANT

- (1) The Tenant shall pay to the Landlord, as Additional Rent, the Tenant's share of all Taxes such payments to be made in accordance with Section 4.02. The Tenant's share of Taxes shall be the amount which is the Tenant's Pro Rata Share of Taxes, provided that, in the event of a change in the methods or principles of assessment used by the relevant taxing authorities, Landlord shall be entitled but not obligated to adjust the Tenant's share of Taxes and allocate or re-allocate Taxes on an equitable basis in a manner consistent with the changes in the methods or principles of assessment. Further, at the Landlord's option, if the assessed value for the Leased Premises may be obtained from a public authority including reference to assessor's notes, if available, then the Landlord may use such value as a factor in determining the Tenant's share of the Taxes. If any leaseable premises in the Building are vacant, then the Taxes for the Lands and Building shall be adjusted to the amount that would be applicable if the Building was fully occupied provided that in no event will the Tenant be obliged to pay more Taxes than it would have paid if the Building were fully occupied. Tenant's share of Taxes shall be calculated prior to the deduction of the benefit of any tax exemption program that are levied, rated, charged or assessed from time to time against the Project and every part thereof including the Common Facilities.
- (2) The Tenant shall pay to the Landlord, as part of Operating Costs, the Tenant's Pro Rata Share of all fees and expenses incurred by the Landlord with respect to the contestation of the Taxes or of the assessment of the Building, including without limitation, legal, appraisal and other third party out-of-pocket expenses. The Taxes which are being contested by the Landlord shall nevertheless be paid by the Tenant in accordance with Section 5.01 (2) of this Lease, provided however, that if the Tenant has paid its share of such contested Taxes and the Landlord receives a reimbursement of those Taxes as a result of such contestation, the Landlord shall reimburse to the Tenant a corresponding share of such reimbursement, after having deducted those out-of-pocket expenses referred to above which have not already been charged to the Tenant. Any refund for vacant space will not be credited to the Tenant and shall be for the sole benefit of the

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Landlord. The Landlord shall have no obligation to contest, object to or to litigate the levying or imposition of any Taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion any taxes without notice to, consent or approval of the Tenant.

- (3) The Landlord alone shall be entitled to appeal any governmental assessment or determination of Taxes, the value of the Building or any portion thereof.
- (4) In addition to the Taxes payable by the Tenant pursuant to Section 5.01(1) above, the Tenant shall pay as Additional Rent to the lawful taxing authorities, or to the Landlord, as the Landlord may direct, and shall discharge in each lease year when the same become due and payable:
- (a) all taxes (including machinery taxes), rates, duties, assessments and other charges that are levied, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in the Leased Premises or the Project or any part or parts thereof, or the Landlord on account of its ownership thereof or interest therein; and
- (b) every tax and license fee which is levied, rated, charged or assessed against or in respect of any and every business carried on in the Leased Premises or in respect of the use or occupancy thereof or any other part of the Project by the Tenant and every subtenant and licensee of the Tenant, or against the Landlord on account thereof,

all of the foregoing being collectively referred to as "**Tenant's Taxes**" and whether in any case, any such taxes, rates, duties, assessments or license fees are rated, charged or assessed by any federal, provincial, municipal, school or other body during the Term. If there are not separate tax bills provided for Tenant's Taxes, the Landlord may allocate to the Tenant on an equitable basis, as determined by the Landlord from time to time, a portion of the Taxes, if any, that may be levied or charged against the Landlord or the Building in respect of business, use or occupancy generally in or of the Building other than Taxes that are general business taxes assessed against the Landlord's business generally. Without limitation, Taxes shall not include any income, capital levy, transfer, capital stock, gift, estate or inheritance tax, any state, corporate or franchise taxes, any transfer taxes, deed stamps or mortgage taxes, or any interest or penalties for late payment of any taxes.

- (5) The Tenant, upon the Landlord's request, shall promptly: (a) deliver to the Landlord for inspection, receipts for payment of all Tenant's Taxes payable by the Tenant under this Section 5.01; (b) deliver to the Landlord notices of assessments of Taxes or Tenant's Taxes or other assessments received by the Tenant that relate to Leased Premises; and (c) furnish such other information in connection with Taxes and Tenant's Taxes payable by the Tenant in this Section 5.01, as the Landlord reasonably requests from time to time.
- (6) The Tenant hereby indemnifies and shall keep indemnified the Landlord from and against payment for all losses, costs, charges and expenses occasioned by or arising from all such Taxes and all such Tenant's Taxes and any taxes which may in future be levied in lieu of or in addition to such Taxes or Tenant's Taxes or which may be assessed against any rentals payable pursuant to this Lease whether against the Landlord or the Tenant.
- (7) If by reason of the act, election or religion of the Tenant or any subtenant or licensee of the Tenant or any occupant of the Leased Premises all or any part of the Leased Premises

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is assessed for the support of separate schools, the Tenant shall pay to the Landlord, within fifteen (15) days after receipt of an invoice from the Landlord setting out reasonable particulars of the charges, the amount by which the Taxes payable in respect of the Leased Premises, or the Project exceeds those that would have been payable had all the Leased Premises been assessed for the support of public schools.

5.02 ADDITIONAL SERVICES

Excluding services supplied by the Landlord and charged to the Tenant as Operating Cost Recovery, the Tenant shall be solely responsible for and promptly pay to the appropriate third party service provider all charges for services used or consumed in or provided to the Leased Premises. In no event will the Landlord be liable to the Tenant in damages or otherwise for any failure to supply any third party services to the Leased Premises.

5.03 SERVICES OF THE LANDLORD

Subject to Article 6 hereof and excluding services supplied by the Landlord and charged to the Tenant as Operating Cost Recovery, the Administration Fee shall be applied to the cost to the Landlord of all additional services, provided by the Landlord or its agent to the Tenant (including performance by the Landlord on behalf of the Tenant of any of the Tenant's obligations set out in this Lease which the Tenant fails to perform). Such costs including the Administration Fee shall be payable forthwith by the Tenant upon demand by the Landlord. Such services shall include any services performed at the Tenant's request and which are not part of the services the Landlord generally provides to the other tenants in the Building the costs of which are included in the Operating Costs, including, without limitation, maintenance, repair, special janitorial or cleaning services, construction of additional Leasehold Improvements, construction of additional Non-Standard Leasehold Improvements, replacement of bulbs, tubes and ballasts and any heating, ventilation, air conditioning, electrical or elevator service provided during hours other than Normal Business Hours. Such services shall also include any services provided at the Landlord's reasonable discretion including, without limitation, security, supervising and approving any work performed pursuant to Article 8, operating elevators for the sole benefit of the Tenant and supervising the movement of furniture, equipment, freight and supplies for the Tenant.

5.04 DOOR SIGNS AND DIRECTORY BOARD

Tenant shall have the right to install and keep in place the Signage at the Building and all external Signage will be maintained by the Tenant, at Tenant's cost, except that the purchase and installation of all Signage initially shall be part of the Leasehold Improvement Work governed by **Schedule "C"**. All Signage shall be in locations to be mutually agreed upon by Landlord and Tenant, each acting reasonably. The design of the Signage will be subject to Landlord's reasonable prior written approval.


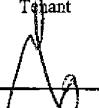
5.05 SECURITY DEVICES

The Tenant shall obtain, at its expense, additional keys, pass cards and other similar security devices, if any are used in the Building, from the Landlord or the Landlord's agent as required and shall comply with any reasonable procedures implemented by the Landlord for issuing keys, passcards and other security-related devices. Notwithstanding anything to the contrary contained herein, the Landlord agrees to supply the Tenant with 100 pass cards for access to the Leased Premises.

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5.06 UTILITIES

- (a) The Landlord will cause the Leased Premises to be supplied with water and electric current (5.5 watts per square foot of the portion of the Leased Premises located in Unit 903 and 4.25 watts per square foot of the portion of the Leased Premises located in Unit 1001) (the cost of which forms part of Operating Costs) for the lighting and power required therein and for the operation of the Tenant's reasonable needs, which current the Tenant hereby agrees to take and receive from the Landlord.
- (b) In the event any special lighting (above Building standard) or equipment (including, but not limited to, special heating, ventilating, air-conditioning systems, printing presses, computers, servers and the like) is installed in the Leased Premises or lighting or power is frequently used beyond Normal Business Hours or in any other event where there is reason to believe that excess electricity is being consumed in the Leased Premises, the Landlord shall have the right to survey or meter (at the Tenant's expense) the total electrical consumption and the Tenant shall pay for any excess disclosed by said survey or metering and this upon demand thereby by the Landlord, provided that Landlord delivers reasonable back-up documentation to the Tenant evidencing calculation of such excess.
- (c) The obligations of the Landlord hereunder to supply the electric current for the Leased Premises shall be subject to any rules or regulations to the contrary of Landlord's utility provider or any other municipal, governmental or other public authority.
- (d) The Tenant shall pay as and when due all license fees, water rates, sewer rates and other like fees, charges, rates and assessments that may be levied, charged, rated or assessed against the Leased Premises and/or the equipment and facilities thereon or therein and/or any property in the Leased Premises owned or brought thereon by the Tenant.
- (e) The Tenant shall pay for the cost of all other utilities consumed or used within the Leased Premises, same to include without limitation, the cost of water, chilled water, gas, steam, fuel or other energy and Tenant shall pay for the cost of all fittings, machines, apparatus, meters or other things leased in respect thereof and for all work and services performed by any corporation or commission in connection with any such utilities. Where any such utility is not separately metered or is not billed directly to the Tenant by the relevant utility supplier, Tenant shall pay for the cost thereof on the basis of Landlord's reasonable and equitable allocation to the Leased Premises, including all engineering fees incurred by Landlord to effect such allocations.
- (f) Tenant will retain evidence of any payment of any charges referred to in this Section 5.06 which it pays directly to any public authority or utility supplier, for inspection by Landlord at the Tenant's offices during normal business hours upon reasonable prior notice, the whole for a period of two (2) years following the due dates for payment of any such charges.
- (g) Cable television service is available in the Building from third party cable provider. The cost of cable service provided to the Tenant will be a direct cost paid by the Tenant.

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5.07 UPGRADING UTILITY SYSTEMS

The Landlord may, upon the written request of the Tenant, provide special utility services to the Leased Premises for any utility services serving the Building provided that such special services will not overload the capacity of any of the Building's utility services. The cost to the Landlord of providing such special utility services, including the cost of upgrading the utility systems of the Building to satisfy the special needs of the Tenant and installing meters to measure the amounts of such special utility services supplied to the Leased Premises, shall be payable by the Tenant to the Landlord in accordance with Section 5.03.

ARTICLE 6 - CONTROL AND OPERATION OF THE BUILDING

6.01 OPERATION OF THE BUILDING BY THE LANDLORD

Subject to the other provisions of this Lease, the Landlord or its agents will, during the Normal Business Hours, operate the Building and maintain, clean, light, heat, ventilate and air condition the Leased Premises and maintain, clean, heat, ventilate and air condition the Common Facilities located in the Building during Normal Business Hours or at such other times as the Landlord may deem necessary, in a reputable manner as would a prudent landlord having regard to the current standards in comparable buildings of comparable age in the immediate vicinity of the Building. The Tenant shall have access to the Building (including the Leased Premises) after Normal Business Hours by means of security pass cards, subject to the Landlord's reasonable security requirements for the Building and payment by the Tenant for all requested utilities and services in accordance with Section 5.03.

The Landlord shall provide elevator access to the 9th floor of the Leased Premises during the Term, except in the case of a real or perceived emergency.


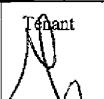
6.02 CONTROL OF THE PROJECT BY THE LANDLORD

- (1) The Landlord has at all times the exclusive right to control, manage and operate the Project. Without limiting the generality of the foregoing, the Landlord may, at any time and from time to time:
 - (a) close all or part of the Building to the extent necessary, in the opinion of the Landlord's legal counsel, to prevent the public or any person from obtaining rights in all or part of the Building other than the rights that would ordinarily accrue to tenants in respect of their leased premises under a lease such as this Lease;
 - (b) grant, modify, and terminate easements and make agreements pertaining to the use and maintenance of all or part of the Building;
 - (c) temporarily obstruct or close off all or part of the Building for the purpose of maintenance, repair, replacement or construction;
 - (d) retain contractors and employ all personnel, including supervisory personnel and managers, that the Landlord considers necessary for the effective operation, maintenance and control of the Building, including a third-party manager of parking facilities;
 - (e) control, supervise and regulate the shipping and delivery of goods, supplies, equipment and fixtures within the Building and to and from the general shipping and receiving areas in such manner as the Landlord determines is necessary for the proper and more efficient operation of the Building; and without limiting the

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generality of the foregoing, the Landlord may from time to time, for the proper and more efficient operation of the Building, require that the movement of all goods, supplies, equipment and fixtures (other than small parcels easily carried by hand) between shipping and receiving areas and the Leased Premises be effected by the Landlord or its nominee, at the Tenant's expense, to be paid as Additional Rent in accordance with Section 5.03 but in no event shall the Landlord be liable for any damage to the Building or the Tenant's goods, supplies, equipment or fixtures during such shipping or delivery unless such damage is caused entirely by the wilful misconduct of the Landlord;

- (f) specify the kinds of containers to be used for garbage, refuse and recycling and designate how, when and where they are to be placed for collection; and the Tenant will pay to the Landlord, as Additional Rent, within fifteen (15) days after receipt of an invoice from the Landlord setting out reasonable particulars of the charges, such charges for pick-up and disposal of any of the Tenant's refuse or rubbish that, in the Landlord's determination, substantially exceeds normal quantities for office tenants in the Building generally, plus the Administration Fee;
 - (g) make such Rules and Regulations concerning the use of the underground parking garage as the Landlord considers advisable from time to time, it being understood that the parking garage is under the exclusive control of the Landlord (or any parking manager appointed by the Landlord) and that this Lease does not confer on the Tenant any right to use the parking garage;
 - (h) improve, alter, add to and subtract from the Building, rearrange or relocate the various components, facilities and improvements constituting the Building (but there shall be no right to relocate the Leased Premises), build additional storeys on the Building and construct additional facilities adjoining or near the Building, provided such changes do not materially, adversely affect the Tenant's business in an adverse manner;
 - (i) do and perform such other acts in and to the Project or its component parts as the Landlord determines to be advisable for the proper and more efficient operation of the Project; and
 - (j) the Landlord shall have the right at any time and from time to time during the Term to change, add to, subtract from, rearrange or alter the Common Facilities and other parts of the Building including the Lands and all buildings thereon, to dedicate portions of the Lands for municipal and other governmental purposes and to convey portions of the Lands to others for any purposes whatsoever. The Landlord shall use its reasonable efforts not to unreasonably interfere with the normal business operations of the Tenant, but the Landlord shall not be liable to the Tenant for any interference or inconvenience caused by any action of the Landlord under the provisions of this Section 6.02 and 8.09.
- (2) Notwithstanding anything contained in this Lease to the contrary, the Landlord is not liable if as a result of the Landlord's exercise of its rights set out in Section 6.02(1) or Section 8.09 hereof the facilities or systems in, or improvements to, the Building are diminished or altered, nor is the Tenant entitled to any compensation or damages for loss of services or repayment or abatement of Rent, nor may any diminution or alteration of the facilities or systems in, or improvements to, the Building be considered a re-entry or a breach of the Landlord's covenant for quiet enjoyment contained in this Lease or implied

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by law and Tenant's obligations hereunder shall not be affected nor shall there result any liability to Landlord, in consequence of any of the foregoing or in consequence of any dust, noise or other inconvenience as a result of the exercise of any such rights by Landlord. Notwithstanding anything to the contrary contained herein, in exercising its rights set out in Section 6.02(1) or Section 8.09, the Landlord shall use commercially reasonable efforts not to materially, adversely interfere with the Permitted Use from the Leased Premises.

6.03 RELOCATION OF LEASED PREMISES

[Intentionally Deleted]

6.04 CONSEQUENTIAL DAMAGE

The Landlord shall not be liable for direct, indirect or consequential damage or damages for personal discomfort, illness or injury of the Tenant, its clerks, servants, employees, invitees, clients, customers or other persons nor shall the Tenant be entitled to any compensation, any diminution or abatement of Profit Share Rent or Additional Rent, any claim for constructive or actual eviction or any claim of breach of the Landlord's covenant of quiet enjoyment by reason of the operation or non-operation of any of the equipment or systems servicing the Building or by failure of the Landlord to provide any of the services referred to in this Lease, including without limitation those described in Article 5, or for any act or omission on the part of any person or persons employed or retained by the Landlord to perform any work under this Article 6. In the event of problems with such equipment, systems or services, the Landlord shall act in a diligent manner to rectify such problems where, pursuant to the provisions of this Lease, it is Landlord's obligation to do so.

ARTICLE 7 - INSURANCE AND LIABILITY

7.01 LANDLORD'S INSURANCE

The Landlord, acting reasonably, shall carry or cause to be carried such insurance with such deductibles and exclusions for the account and benefit of the Landlord as the Landlord from time to time considers useful, expedient or beneficial, and such insurance may include, at the Landlord's option, any or all of the following:

- (a) insurance against all risks of loss or damage caused by or resulting from fire, lightning, tempest or any additional peril defined in a standard fire insurance additional perils supplemental contract, including sprinkler leakage and coverage for terrorism, covering all property owned by the Landlord relative to the Building including the buildings, the Common Facilities, the Leased Premises, but excluding all trade fixtures, furniture and stock-in-trade belonging to the Tenant and other tenants of the Building in an amount equal to the full replacement cost of the Building;
- (b) insurance against loss of the Landlord's gross profits including loss of Profit Share Rent and Additional Rent;
- (c) insurance against mechanical break-down, explosion, rupture or failure of pressure vessels, heating, ventilating and air conditioning equipment, electrical apparatus and other like apparatus owned by the Landlord;
- (d) commercial general liability insurance with respect to the operation of the Building covering bodily injury, death and damage to property of others; and

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- (e) insurance against any other form or forms of loss which any Mortgagee may reasonably require from time to time; and
- (f) environmental liability insurance.

7.02 LANDLORD'S POLICY

Notwithstanding any direct or indirect contribution by the Tenant to the payment of insurance premiums on policies taken out and maintained by the Landlord, the Tenant shall in no circumstances have or be deemed to have any interest in such policies and the Tenant shall have no right to receive any proceeds of insurance from policies carried by the Landlord. The Landlord shall not in any way be accountable to the Tenant regarding the use of any insurance proceeds arising from any claim, and the Landlord shall not be obliged to account for such proceeds, nor to apply such proceeds to the repair or restoration of that which was insured except to the extent provided herein. If the Tenant desires to receive indemnity by way of insurance for any property, work or thing whatever including Non-Standard Leasehold Improvements and Leasehold Improvements, the Tenant shall insure same for its own account and shall not look to the Landlord for reimbursement or recovery in the event of loss or damage from any cause, whether or not the Landlord has insured same and recovered therefor.

7.03 TENANT'S INSURANCE

The Tenant shall keep in force during the Term at its own expense the following:

- (a) commercial general liability insurance on an occurrence basis including but not limited to property damage and bodily injury (including death) written on a comprehensive basis with inclusive limits of not less than Five Million dollars (\$5,000,000) per occurrence, and shall contain a severability of interests clause and a cross-liability clause;
- (b) *[Intentionally Deleted]*;
- (c) all-risks property insurance (including but not limited to sprinkler leakage, flood, earthquake, sewer back-up and collapse) with respect to all property owned by Tenant or for which Tenant is responsible including furniture, equipment, inventory and stock-in-trade, fixtures plate glass and the value of leasehold improvements and such other property located in or forming part of the Leased Premises, including all mechanical or electrical systems (or portions thereof) installed by Tenant, the whole for the full replacement cost (without depreciation) in each such instance. If there is a dispute as to the amount which comprises full replacement cost, the decision of the insurer shall be conclusive;
- (d) business interruption insurance including loss of access to form part of the all risk property insurance in such amount as will reimburse the Tenant for direct and indirect loss of gross earnings in an amount of not less than one (1) year's Profit Share Rent and Additional Rent or such greater amount as the Landlord may from time to time reasonably require. The business interruption insurance must provide a minimum period of indemnity of twelve (12) months; and
- (e) *[Intentionally Deleted]*.

7.04 TENANT'S POLICY

All policies of insurance shall (i) provide that they will not be cancelled by the Insurer without taking all reasonable steps to contact the Landlord and where reasonable notify the

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Landlord <i>[Signature]</i>	Tenant <i>[Signature]</i>

Landlord in writing at least thirty (30) days prior to the date of any cancellation, lapse or reduction in coverage, (ii) contain a provision that the insurer will endeavour to notify the Landlord in the event of a lapse of coverage or a reduction of coverage and (iii) be primary and not excess or contributing with any other insurance available to the Landlord or others. Each liability policy shall include the Landlord and any other party reasonably required by Landlord, including but not limited to its property manager and creditors, as additional insureds. Each liability policy shall contain a provision of cross-liability and severability of interests as between Landlord and Tenant.

Insurance certificates will be delivered to the Landlord as soon as reasonable after the placing of the required insurance. Provided that no review or approval of any such insurance certificate by the Landlord shall derogate from or diminish the Landlord's rights or the Tenant's obligations contained in this Section. If the Tenant fails to take out or keep in force any insurance referred to in this Section and should the Tenant not commence diligently to rectify (and thereafter proceed diligently to rectify) the situation within twenty-four (24) hours after written notice by the Landlord to the Tenant (stating, if the Landlord does not approve of such insurance, the reasons therefore), the Landlord has the right without assuming any obligation in connection therewith to effect such insurance at the sole cost of the Tenant and all outlays by the Landlord shall be paid by the Tenant to the Landlord on demand as Additional Rent without prejudice to any other rights and remedies of the Landlord under this Lease

7.05 PREMIUM INCREASES AND CANCELLATION

The Tenant shall promptly comply with all requirements of the insurance underwriters for the Landlord and any Mortgagee regarding the use and occupation of the Leased Premises, and the Tenant shall not do, omit, or permit to be done or omitted anything which shall cause any insurance premium with respect to the Building or any part thereof to be increased, or which may cause any policy of insurance with respect to the Building to be cancelled. If any insurance premium shall be so increased the Tenant shall pay to the Landlord forthwith upon demand the amount of such increase. If any insurer threatens to cancel, cancels or refuses to renew any insurance policy of the Landlord upon the Building by reason of the use or occupation of the Leased Premises or any part thereof, the Tenant shall forthwith remedy or rectify such use or occupation within the time limit required by the insurer upon being requested to do so in writing by the Landlord, and if the Tenant shall fail to do so the Landlord may at its option, without prejudice to any other rights it may have, terminate this Lease by Notice to the Tenant. Thereupon the Tenant shall pay Profit Share Rent and Additional Rent in full to the date of such termination and shall immediately deliver up vacant possession of the Leased Premises to the Landlord, and the Landlord shall have the right to re-enter the Leased Premises.

7.06 LIMITATION OF LANDLORD'S LIABILITY

Except in the case of the gross negligence of the Landlord, the Landlord shall not be liable or responsible in any way for any death or any injury of any nature whatsoever that may be suffered or sustained by the Tenant or any employee, agent, invitee or customer of the Tenant or any other person who may be upon the Leased Premises, or for any loss or damage or injury to any property belonging to the Tenant, its employees or invitees or to any other person while such property is on the Leased Premises. Without limiting the generality of the foregoing and except in the case of the gross negligence of the Landlord, the Landlord shall not be liable for any damage or damages of any nature whatsoever to persons or property on the Leased Premises caused by explosion, fire, theft or breakage, by sprinkler, drainage or plumbing systems, by failure for any cause to supply adequate drainage or snow or ice removal, by the interruption of any public utility or service, by steam, gas, water, rain, snow, or other substances leaking, issuing or flowing into any part of the Leased Premises, or by anything done or omitted to be done by

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any tenant, occupant or person in the Building. In addition the Landlord shall not be liable for any loss or damage for which the Tenant is required to insure pursuant to Section 7.03, nor for any loss or damage resulting from any construction, alterations or repair.

7.07 INDEMNITY BY TENANT

The Tenant shall indemnify and, upon request, defend the Landlord against and from all loss, costs, claims or demands, including fees, in respect of any injury, loss or damage referred to in Section 7.06, against and from any wrongful act, omission or neglect by the Tenant or those over whom the Tenant is at law responsible, and against and from any breach by the Tenant of any provision of this Lease.

ARTICLE 8 - REPAIRS AND ALTERATIONS

8.01 MAINTENANCE AND REPAIRS BY LANDLORD

All Leasehold Improvements requested by the Tenant may, at the option of the Tenant, be carried out by the Landlord or under the Landlord's co-ordination, in which event the Tenant shall pay for the costs thereof, plus the Administration Fee. In addition, the Tenant shall pay for the cost of all architectural, engineering and/or working drawings prepared to comply with the Tenant's requirements and for the costs of inputting such working drawings in any Building computerized design records that may from time to time be maintained as well as the Administration Fee calculated on the cost thereof. Payment shall be effected by way of cash deposit and progress draws during the course of the work, the specifics of which shall be established by the Landlord, acting reasonably, from time to time.



8.02 LANDLORD'S APPROVAL OF TENANT'S IMPROVEMENTS

The Tenant shall not make any Leasehold Improvements to the Leased Premises without obtaining the Landlord's prior written consent. The Landlord shall not be obliged to consider any request for such approval unless and until the Tenant has submitted to the Landlord plans and specifications of the proposed Leasehold Improvements. Said plans and specifications shall include, without limitation, complete working drawings and specifications, floor plans, interior elevations, interior finishing schedules, special facilities or installations that affect the Leased Premises and/or perimeter walls, mechanical, plumbing, sprinklers, telephone and electrical work (including all fixtures, equipment, and under floor services where applicable) and static and dynamic loading of floors. The plans and specifications provided by the Tenant shall be drawn to the same scale as the base Building working drawings. The Tenant shall be responsible to ensure that the Leasehold Improvements comply with all relevant laws, by-laws and regulations as well as with the building module and structure and with the Building's mechanical, electrical, plumbing and other systems. Within ten (10) days receipt of the complete working drawings, plans and specifications, the Landlord shall notify the Tenant either of its approval thereof or of changes required and if the Landlord notifies the Tenant that changes are required, the Tenant shall within seven (7) days thereafter submit the necessary amended drawings, plans and specifications.

8.03 CONSTRUCTION BY TENANT

All Leasehold Improvements to the Leased Premises which the Tenant has not elected to have the Landlord carry out under Section 8.01 shall be at the Tenant's sole expense and must be approved in accordance with Section 8.02 by the Landlord and shall be designed and performed:

- (a) by such contractor(s), or sub-contractor(s) the Tenant may select from an approved list of such persons agreed to by the Landlord and the Tenant, both acting reasonably, provided however that the Landlord shall not be liable for any

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damage or other loss or deficiency arising from or through such work. Each such contractor and sub-contractor shall be the Tenant's contractor and sub-contractor. The Tenant hereby undertakes that there shall be no conflict caused with any union or other contract to which the Landlord, its contractor(s), or any sub-contractor(s) may be a party, and in the event of any such conflict the Tenant shall forthwith remove from the Building the Tenant's conflicting contractor(s) or sub-contractor(s);



- (b) in a good and workmanlike manner and in compliance with the highest standards including those set by the Landlord;
- (c) in a manner which balances the air movement in the Leased Premises and for this purpose the air-balancer designated by the Landlord shall be used;
- (d) subject to the reasonable regulations, controls and inspection of the Landlord including in such a manner as not to disturb the peaceful enjoyment of the other tenants or users of the Building;
- (e) in accordance with the drawings and specifications approved by the Landlord;
- (f) between the hours of 6:00 p.m. and 6:00 a.m., if requested by the Landlord; and
- (g) in accordance with applicable laws and the requirements of the Landlord's insurers.

Immediately upon being invoiced by the Landlord, the Tenant shall pay to the Landlord, as Additional Rent the Administration Fee calculated on the cost of the Leasehold Improvements as well as any out-of-pocket costs incurred by Landlord in connection with Landlord's review of Tenant's plans and specifications.

Moreover, if any such Leasehold Improvements may in the Landlord's opinion affect the structure of the Leased Premises or any other part of the Project (including, the electrical, mechanical or other Building systems), such work, or the appropriate part thereof, shall be performed only by the Landlord, in which case the Tenant shall, upon completion thereof, pay to the Landlord, upon demand, the Landlord's costs thereof in accordance with Section 5.03. No such Leasehold Improvements shall be permitted which may weaken or endanger the structure or adversely affect the condition or operation of the Leased Premises or the Building or diminish the value thereof.

Any Leasehold Improvements made by the Tenant without the prior written consent of the Landlord or which is not in accordance with the drawings and specifications approved by the Landlord or in accordance with applicable laws shall, if required by the Landlord, promptly be removed by the Tenant at its expense and the Leased Premises restored to their previous condition. If the Tenant does not promptly remove such Leasehold Improvements upon request, the Landlord may do so and the Tenant shall pay to the Landlord on demand the Landlord's costs (plus the Administration Fee) thereof.

Any fixtures or Leasehold Improvements installed by the Tenant, or by the Landlord on the Tenant's behalf, shall immediately upon installation become the property of the Landlord without compensation to the Tenant. Except in the circumstances specifically described in Section 3.06 such fixtures or Leasehold Improvements shall not be removed from the Leased Premises either during or at the expiration or earlier termination of the Term. The Landlord is under no obligation to repair, maintain or insure the Leasehold Improvements.

Initials	
Landlord 	Tenant 

The Tenant further agrees to pay to the Landlord, immediately upon demand, any reasonable costs or expenses (plus the Administration Fee) required to protect or repair Common Facilities in connection with installing, constructing, repairing or maintaining the Leasehold Improvements.

8.04 CONSTRUCTION LIENS

The Tenant shall promptly pay all charges incurred by or on behalf of the Tenant for any work, materials or services which may give rise to a construction or other lien. If any such lien is registered against the Building or any part thereof, the Tenant shall cause such lien to be discharged or vacated forthwith, and if the Tenant fails to do so, then, in addition to any other right or remedy of the Landlord, the Landlord may, but shall not be obligated to vacate such lien by paying the amount claimed due into court, or by other procedures, but not payment to the lien claimant directly. The Landlord shall charge to the Tenant all costs and expenses, including legal fees, incurred by the Landlord in discharging or vacating the lien, and such amount shall be payable by the Tenant as Additional Rent to the Landlord in accordance with Section 5.03.

8.05 TENANT TO NOTIFY OF DEFECTS

The Tenant shall promptly notify the Landlord of any damage to or defect in any part of the Leased Premises, or in any equipment or utility system serving the Leased Premises, of which the Tenant becomes aware notwithstanding that the Landlord may have no obligation with regard thereto.

8.06 NO INTERFERENCE WITH LANDLORD AND OTHER TENANTS

Any work under this Article 8 shall be performed in such a manner that it will not interfere or conflict with any activities of the Landlord or any other tenant or with the operation of the Building. The Tenant shall at its expense, in a manner and at a time acceptable to the Landlord, remove forthwith from the Building all trash and other refuse which accumulates from such work.

8.07 INDEMNIFICATION OF LANDLORD

The Tenant covenants to indemnify and, upon request, defend the Landlord against and from all loss, costs, claims and demands, including legal fees, in respect of any injury or damage caused by or resulting from any work under this Article 8.

8.08 REPAIR WHERE TENANT AT FAULT

If the Building or any part thereof including the Common Facilities or the structural or base building portions of the Leased Premises require repair or become damaged or destroyed through any act, omission, negligence, or carelessness of the Tenant, its servants, agents, invitees employees, contractors, sublessees, or licencees, the Landlord shall effect the necessary alterations, replacements or repairs and shall charge the Tenant the cost thereof and such amount shall be payable as Additional Rent by the Tenant to the Landlord in accordance with Section 5.03.

If any non-structural or non-base building portions of the Leased Premises or any part thereof require repair or become damaged or destroyed through any act, omission, negligence, or carelessness of the Tenant, its servants, agents, invitees employees, contractors, sublessees, or licencees, the Tenant shall effect the necessary alterations, replacements or repairs on the prior written notice from the Landlord and within the reasonable timeframe as set out in such notice. If the Tenant fails to effect the necessary alterations, replacements or repairs within such timeframe then the Landlord shall effect the necessary alterations, replacements or repairs and shall charge

Initials	
Landlord <i>[Signature]</i>	Tenant <i>[Signature]</i>

the Tenant the cost thereof and such amount shall be payable as Additional Rent by the Tenant to the Landlord in accordance with Section 5.03.

8.09 REPAIRS BY LANDLORD

Subject to Section 8.08 and Article 9, the Landlord shall make such repairs to the Common Facilities as the Landlord, acting reasonably, considers necessary.

8.10 REPAIRS BY TENANT

Tenant shall at its expense and throughout the Term keep the Leased Premises, the Non-Standard Leasehold Improvements, the Leasehold Improvements and the trade fixtures therein and all electrical and telephone outlets and conduits, all heating, ventilation and air conditioning equipment serving exclusively the Leased Premises and located on the same floor as the Leased Premises and electrical equipment within the Leased Premises and all entrances, glass (excluding exterior windows) and doors in good condition and repair and shall replace same, if necessary, the Landlord's obligations under Section 8.09 only excepted. The Tenant shall also be responsible, as Additional Rent, for the cost of repairing any damage to the Building caused by the Tenant, whether or not it would otherwise be an obligation of the Landlord under Section 8.09. All repairs by the Tenant shall be subject to the foregoing provisions of this Article 8.

ARTICLE 9 - DAMAGE OR DESTRUCTION OR EXPROPRIATION

9.01 RIGHT TO TERMINATE

In the event the Building is destroyed or damaged by fire or other cause, or partly destroyed or damaged so that the Landlord shall decide not to restore or rebuild substantially the same nature and quality structure (whether or not the Leased Premises are also damaged or destroyed), the Landlord may within one hundred and eighty (180) days after such fire or other cause, give notice in writing to the Tenant of such decision, whereupon this Lease shall expire forthwith and the Tenant shall immediately surrender the Leased Premises and all interest therein to the Landlord and shall pay Profit Share Rent and Additional Rent only to the date that the Leased Premises are destroyed or the date of such surrender, whichever shall first occur. However, if the Landlord shall decide to restore or rebuild substantially the same nature and quality structure, this Lease shall remain in full force and effect and the Landlord agrees that the Building shall be repaired with reasonable dispatch in which event the Additional Rent shall be diminished in proportion to the time and the part of the Leased Premises of which the Tenant has been deprived. In no event shall the Landlord be liable to the Tenant for any loss or damage occasioned by such fire or other cause.

9.02 REPAIR AND REBUILDING

In the event the Landlord elects to restore or rebuild as aforesaid, it is expressly understood and agreed that the extent of Landlord's obligation will be to rebuild or restore to substantially the condition in which the Building and the Leased Premises were initially delivered to the Tenant as modified to be consistent with the plans, specifications and design criteria selected by the Landlord at the time of reconstruction. Nothing herein contained shall be construed to oblige the Landlord to repair or reconstruct any alterations, improvements or property of the Tenant. On the contrary, all of the improvements in and to the Leased Premises shall be the responsibility of the Tenant who shall be obliged to repair and re-fixture to a standard at least equivalent to that which existed prior to the date of damage and destruction.

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9.03 CERTIFICATE OF LANDLORD'S CONSULTANTS

The certificate of the Landlord's Consultants shall bind the parties, absent manifest error, as to the percentage of any areas destroyed or damaged, the state of tenantability of the Leased Premises, and the date upon which reconstruction and repair is substantially completed.

9.04 EXPROPRIATION

The Landlord and the Tenant shall co-operate in respect of any expropriation of all or any part of the Leased Premises or the Lands and Building so that each party may receive the maximum award to which it is entitled in law. If the whole or any part of the Leased Premises or of the Lands and Building are expropriated, as between the parties hereto, their respective rights and obligations under this Lease shall continue until the day on which the expropriating authority takes possession thereof. If, in the case of partial expropriation of the Leased Premises this Lease is not frustrated by operation of governing law and such expropriation does not render the remaining part of the Leased Premises untenable for the purpose of this Lease, the Tenant and the Landlord shall restore the part not so taken in accordance with their respective repair obligations under the provisions of Article 9 of this Lease. In this Section 9.04 the word "expropriation" shall include a sale by the Landlord to any authority with powers of expropriation, in lieu of or under threat of expropriation.

ARTICLE 10 -
QUIET ENJOYMENT

10.01 LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord hereby covenants to perform or cause to be performed all of the obligations of the Landlord under this Lease and further covenants that if the Tenant pays the Profit Share Rent and Additional Rent and continuously performs all its obligations under this Lease, the Tenant shall, subject to the terms and conditions of this Lease, peaceably possess and enjoy the Leased Premises throughout the Term without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under the Landlord.


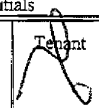
ARTICLE 11 -
SUBORDINATION AND STATUS STATEMENT

11.01 ATTORNMENT

Upon any request of the Landlord, a Mortgagee, a purchaser or the assignee(s) of any of the foregoing, the Tenant shall attorn to and become the Tenant of such Mortgagee, purchaser, or any such assignee on the same terms as are contained in this Lease and shall execute forthwith upon presentation an attornment agreement to that effect.

11.02 SUBORDINATION

This Lease and the Tenant's rights hereunder are subject and subordinate to any Mortgage which may now or hereafter encumber the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. Such subordination shall not, however, have the effect of disturbing the Tenant's occupation and possession of the Leased Premises as long as the Tenant has continuously complied with all material terms, covenants, conditions, agreements and provisions in this Lease. Notwithstanding the foregoing, the Tenant's obligations under Sections 11.01 and 11.02 of attornment and subordination in respect of a subsequent Mortgage are conditional upon prior receipt by the Tenant of a commercially-reasonable NDA (as defined below) from the applicable Mortgagee.

Initials	
Landlord 	Tenant 

11.03 NON-DISTURBANCE AGREEMENT

Where the Tenant is required to subordinate this Lease and/or attorn to a Mortgagee, a purchaser or the assignee(s) of any of the foregoing the Landlord shall, upon request and at the Tenant's cost and expense, request and use commercially reasonable efforts to obtain from such Mortgagee, purchaser or assignee(s) an agreement that, so long as the Tenant is not in default under this Lease beyond any applicable cure period under this Lease, should the Mortgagee, purchaser or assignee(s) take possession of the Leased Premises or exercise its power of sale in favor of a third party, the Tenant shall be permitted to remain in possession of the Leased Premises and carry on business in accordance with terms of this Lease (and such possession shall not be disturbed nor shall the Tenant's obligations be enlarged or its rights modified by reason of such transaction) (an "NDA")

11.04 STATUS OF LEASE STATEMENT

Within five (5) Business Days of request by the Landlord, the Tenant shall execute, acknowledge and transmit forthwith to the party so requesting it a statement in writing certifying that this Lease is in full force and effect, certifying the extent of any prepayment of Rent, certifying the existence or non-existence of defaults and modifications and certifying any other matters pertaining to this Lease as to which the Landlord shall request a certificate.

11.05 ATTORNEY

Upon request of the Landlord the Tenant shall execute promptly such instruments or certificates to evidence the attornment and subordination and estoppel provisions set out in Sections 11.01, 11.02 and 11.04.



11.06 REGISTRATION OF LEASE PROHIBITED

The Tenant may not register this Lease (or any assignment or sublease in connection therewith) but may register a notice or caveat of this Lease against the title to the Leased Premises, the Building or the Lands with the prior written consent of the Landlord, not to be unreasonably withheld provided, however that (i) this Lease shall not be attached to such notice or caveat and (ii) the financial terms hereof are not disclosed. Landlord may limit registration of such notice to one or more parts of the Lands. Any document required for registration shall be prepared by the Tenant's solicitor at the expense of the Tenant, and the form of such document shall be subject to the written approval of the Landlord. The Tenant shall ensure that such notice or caveat of lease is removed from title to Lands, at its expense, forthwith upon the termination of this Lease and this obligation shall survive the expiry or termination of this Lease.

ARTICLE 12 -
USE OF COMMON FACILITIES AND LEASED PREMISES

12.01 NON-EXCLUSIVE RIGHT TO USE COMMON FACILITIES

Subject to the terms and conditions of this Lease, the Tenant, its officers, employees and customers shall have the right, in common with others designated by the Landlord or otherwise entitled thereto, to use those Common Facilities designated by Landlord from time to time for the use in common, during Normal Business Hours for their proper and intended purpose and outside of Normal Business Hours as is necessary for the Tenant to carry on its normal business operations subject to the Landlord's Rules and Regulations (including all security procedures then in effect); provided, however, no access shall be permitted to service, telephone, janitorial and mechanical rooms, roof, transformer vaults, electrical distribution rooms, water meter rooms or any other areas that the Landlord has not expressly designated for the use in common of tenants. The Landlord agrees not to permanently alter the Common Facilities in any manner which would deny reasonable access to the Leased Premises, but the Tenant acknowledges that



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the Common Facilities are under the exclusive control and management of the Landlord and that the Tenant is permitted to use the Common Facilities under a revocable licence. If changes are made to the Common Facilities by the Landlord, the Landlord shall not be subject to any liability nor shall the Tenant be entitled to any compensation or any diminution or abatement of Rent and such changes shall not be deemed to be a constructive or actual eviction of the Tenant from the Leased Premises or a breach of the Landlord's covenant for quiet enjoyment.

In the event of any conflict or inconsistency between the Rules and Regulations and the balance of this Lease, the provisions contained in the balance of this Lease shall govern. Notwithstanding the Rules and Regulations or anything to the contrary in this Lease, the Tenant shall have the right to (i) maintain vending machines, ice makers, sinks, dishwashers, refrigerators and microwave ovens in the Leased Premises, (ii) provide catering to the Tenant's clients in connection with meetings and conferences, and (iii) hang pictures, wall-hangings, decorations or light-weight shelving in the Leased Premises, and (iv) keep Hazardous Substances in the Leased Premises in commercially-reasonable quantities and of a type customarily used in connection with general business office use in accordance with applicable laws (including, without limitation, Environmental Laws).

12.02 TYPE OF BUSINESS PERMITTED

The Tenant shall use the Leased Premises for the Permitted Use and for no other purpose. The Tenant covenants and agrees not to use or permit the Leased Premises to be used for any of the following purposes: (a) retail uses; (b) restaurant uses; (c) beauty parlors; (d) illegal uses; (e) immoral uses; (f) uses that constitute a public or private nuisance; (g) sale and distribution of pornography; (h) medical clinics; (i) massage parlors; (j) studios for radio, television and other media; (k) retail operations of any bank, trust company, savings bank, industrial bank, savings and loan association, credit union or personal loan association or other form of entity that are open to the public by walk-in; (l) a public vending machines operation; (m) any manufacturing purpose; (n) the possession, storage, manufacture, or sale of beer, wine or liquor, narcotics, tobacco in any form; (o) lodging; (p) manufacturing uses; (q) an employment agency, executive search firm or similar enterprise to the extent open to the public; (r) school, college, educational facility or vocational training centre (except that nothing herein shall restrict Tenant, as part of an executive office suites business, from using the Leased Premises to train its employees or permitting its clients to use the Leased Premises for training purposes); (s) photographic, multilith or multigraph reproductions or offset printing (except that the foregoing shall not prevent or prohibit Tenant from offering copying and similar services to its clients as part of Tenant's executive office suites business); (t) an auditorium, meeting hall, church or other similar place of public assembly (except that nothing herein shall prohibit the use of conference room, co-working areas or other facilities at the Leased Premises for office uses, including, without limitation, as part of Tenant's executive office suites business); (u) cooking; (v) the preparation, dispensing or consumption of food or beverages (except for consumption by Tenant's officers, employees, business guests and clients); (w) storage; (x) an office for a public stenographer or public typist (except that the foregoing shall not prevent or prohibit Tenant from offering word-processing and similar services to its clients as part of Tenant's executive office suites business); (y) medical or dental offices; (z) governmental or quasi-governmental offices accessible or open to the general public; (aa) a governmental or quasi-governmental tribunal office; (bb) a passport office (cc) an office for the consulate of any country; (dd) for the sale or distribution of war surplus goods; (ee) insurance or salvage; (ff) stock or fire sale stock; (gg) call centre; (hh) auction(s); or (ii) any fire sale, bankruptcy sale, going out-of-business sale.

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12.03 GOVERNMENT REQUIREMENTS

The Tenant shall at its own expense comply with all present and future requirements of all municipal, provincial, federal and other applicable governmental authorities pertaining to the Leased Premises or the Tenant's use thereof.

12.04 WASTE AND NUISANCE

The Tenant shall not commit or permit any waste or injury to the Leased Premises or the Building including without limitation the Leasehold Improvements and trade fixtures therein. The Tenant shall not commit or permit any nuisance in the Leased Premises or in the Building. The Tenant shall not cause annoyance to the other tenants of the Building by any means including, without limitation, the creation of objectionable or offensive noises, activities, vibrations or odours and the Landlord shall determine in its sole discretion whether such an annoyance is being caused.

12.05 CONTINUOUS OCCUPANCY

The Tenant shall throughout the Term use its best efforts to market the Leased Premises for the Permitted Use and continuously operate therefrom in a manner consistent with the majority of the other "Regus Business Centres" in Canada. Notwithstanding anything to the contrary contained herein, the Tenant shall be permitted to cease business operations from the Lease Premises for a maximum period of ninety (90) days in connection with any renovation to the Leased Premises, which has been approved by the Landlord, in accordance with the terms of this Lease.



12.06 ENERGY CONSERVATION

The Tenant shall comply with any practices or procedures that the Landlord or any governmental or public authority may from time to time introduce to conserve or to reduce consumption of energy or to reduce or control other Operating Costs.

12.07 ENVIRONMENTAL MATTERS


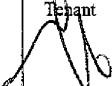
The Tenant will:

- (a) not bring into the Project or allow any Hazardous Substance to be present in the Project;
- (b) give notice to the Landlord of the presence at any time during the Term of any Hazardous Substance on the Leased Premises together with such information concerning such Hazardous Substance and its presence on the Leased Premises as the Landlord may require;
- (c) give notice to the Landlord of any occurrence which might give rise to a duty under the Environmental Laws of either the Tenant or the Landlord with respect to the presence of any Hazardous Substance on the Leased Premises including, without limitation, notice of any spill or escape into the environment of any Hazardous Substance at the Leased Premises;
- (d) promptly deliver to the Landlord copies of any notices, directives, orders or communications received from, or delivered by the Tenant to, any governmental or regulatory authority relating to the state of compliance of the Leased Premises or the business conducted therein with Environmental Laws; and

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- (e) transport, store and dispose of any Hazardous Substance strictly in accordance with Environmental Laws and directives of the Landlord (which shall not violate any Environmental Laws);
- (f) to promptly provide to the Landlord a copy of any environmental site investigation, assessment, audit, report, or test results relating to the Leased Premises conducted by or for the Tenant at any time and if the Landlord has reasonable grounds to believe the Tenant has breached its obligations under this Section 12.07, at the Landlord's request from time to time to obtain from an independent environmental consultant approved by the Landlord an environmental site investigation of the Leased Premises or an environmental audit of the operations at the Leased Premises, the scope of which shall be satisfactory to the Landlord, and shall include any additional investigations as the environmental consultant may recommend and to promptly provide such written authorizations as the Landlord may require from time to time to make inquiries of any governmental authority regarding the Tenant. The Tenant shall, prior to undertaking any subsurface testing, obtain the Landlord's prior written approval of the proposed plan of investigation, which approval shall not be unreasonably withheld;
- (g) to provide to the Landlord, without any prior request or cost to the Landlord, written confirmation from the authors thereof that the Landlord may rely on all environmental assessments, audits, reports or tests relating to the Project or any part thereof which are obtained by or for or are in the possession or control of the Tenant;
- (h) to waive the requirement, if any, for the Landlord to provide a site profile for the Leased Premises or the Project under the *Environmental Protection and Enhancement Act* or any regulations under that Act, any successor or replacement act, or any similar requirement under any other applicable legislation or rule of common law;
- (i) to maintain all environmental site investigations, assessments, audits, reports, and test results relating to the Leased Premises or the Project in strict confidence (including without limitation any governmental authority) except as required by law, or to the Tenant's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Landlord, which consent may be unreasonably withheld;
- (j) on the expiry or earlier termination of this Lease, or at any time if requested by the Landlord or required by any governmental authority under Environmental Laws, to remove or dispose of from the Leased Premises all Hazardous Substances, and to remediate by removal any contamination of the Leased Premises or any adjacent property resulting from Hazardous Substances, in either case brought onto, used at, or released from the Leased Premises by the Tenant or any person for whom it is in law responsible. The Tenant shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. The Tenant shall provide to the Landlord full information with respect to any remedial work performed under this subclause and shall comply with the Landlord's reasonable requirements with respect to such work. The Tenant shall use a qualified environmental consultant approved by the Landlord to perform the remediation and shall obtain the written agreement of the consultant to the Landlord relying on its report. The Tenant shall, at its own cost, obtain such

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approvals and certificates from *Alberta Environment*, or any successor ministry (the "Ministry") and any other applicable governmental authorities in respect of the remediation as are required under Environmental Laws or by the Landlord, including without limitation a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry and the Landlord. All such Hazardous Substances shall remain the property of the Tenant, notwithstanding any rule of law or other provision of this Lease to the contrary and notwithstanding the degree of their affixation to the Leased Premises or the Project.



If the Tenant brings or creates on the Leased Premises, the Building or the Lands any Hazardous Substance or if the conduct of the Tenant's business causes there to be any Hazardous Substance upon the Leased Premises, the Building or the Lands then, notwithstanding any rule of law to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Leased Premises and notwithstanding the expiry or earlier termination of this Lease.

The obligations of the Tenant under this Section 12.07 shall survive the expiry or earlier termination of this Lease

12.08 ENVIRONMENTAL INDEMNITY

Tenant hereby covenants and agrees to indemnify and save harmless the Landlord, a Mortgagee and any other beneficial or legal owner of the Lands or the Building and each of their respective officers, directors, employees and agents (in this Section, collectively referred to as the "Indemnified Parties") from and against all Losses that the Indemnified Parties may directly incur or suffer as a result of, in connection with or arising from:

- (a) any act or omission on the part of the Tenant or any of its officers, directors, employees or agents which results in the presence of any Hazardous Substance at, in, on or upon or within the Leased Premises, the Building or the Lands or any part thereof or the escape, seepage, leakage, spillage, discharge, emission, release, disposal or transportation away from the Leased Premises, the Building or the Lands of any Hazardous Substance, whether or not there is compliance with all applicable Environmental Laws and Environmental Approvals;
- (b) the presence of any Hazardous Substance at, in, on, upon or within the Leased Premises, the Building or the Lands that was caused by the Tenant or any of its officers, directors, employees, invitees, contractors or agents, or the escape, seepage, leakage, spillage, discharge, emission, release, disposal or transportation away from the Leased Premises, the Building or the Lands of any Hazardous Substance as a result of the act or omission of the Tenant or any of its officers, directors, employees, invitees, contractors or agents whether or not there is compliance with all applicable Environmental Laws and Environmental Approvals;
- (c) the imposition of any remedial order or any Environmental Claim affecting the Leased Premises, the Building or the Lands or the use thereof which results from an act or omission on the part of the Tenant or any of its officers, directors, employees or agents;

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- (d) any non-compliance with Environmental Laws or Environmental Approvals pertaining to the Leased Premises, the Building or the Lands or its use by the Tenant or any of its officers, directors, employees or agents; and
- (e) the removal, storage or disposition of any Hazardous Substance in violation of Environment Laws referred to in Section 12.07.

12.09 REMEDIAL ACTION

If the Tenant is in breach of any of the provisions of this Article 12, the Landlord may, after giving the Tenant Notice and a reasonable opportunity to cure (except in the case of emergency or apprehended emergency in which case no such Notice is required), in addition to any other remedies that it may have hereunder, enter upon the Leased Premises and take such remedial action as is necessary to remedy the breach and repair any damage caused thereby and the Tenant shall pay to the Landlord the Landlord's costs incurred in connection therewith plus the Administration Fee.



ARTICLE 13 -
ASSIGNMENT AND SUB-LETTING

13.01 ASSIGNMENT BY LANDLORD

To the extent that the Landlord's covenants and obligations under this Lease are assumed by a purchaser of the Building or a portion thereof, or are assumed by an assignee of this Lease or any interest therein, the Tenant covenants and agrees that the Landlord shall, without further written agreement be freed and relieved of such covenants and obligations.

13.02 ASSIGNMENT AND SUBLETTING BY TENANT



The Tenant shall not assign this Lease or sublet or part with possession of all or part of the Leased Premises without the prior written consent of the Landlord. It will be reasonable to withhold consent if the proposed assignee or sublessee: (a) will be incompatible with other tenants and the character of the Building or breach any use restrictions in existence at the time request for consent to assignment or sublet is made by the Tenant; (b) will be using the Leased Premises as medical or dental offices, governmental or quasi-governmental offices accessible or open to the general public, a governmental or quasi-governmental tribunal, a passport office or an office of a consulate of any country; (c) does not intend to bona fide physically occupy and carry on business from the Leased Premises; (d) does not have satisfactory financial standing, business history and reputation in the community; (e) is presently a tenant in the Building; or (f) will be using the Leased Premises for a use which is different from the Permitted Use. It shall also be reasonable to withhold consent where, in the Landlord's judgement, the number of persons visiting the Leased Premises will substantially increase as a result of the assignment or subletting or if the Tenant is then in default beyond any applicable cure period of its obligations hereunder. In any event assignments and subletting shall be subject to the conditions in Section 13.04 and the Landlord shall be entitled to exercise its right of termination pursuant to Section 13.03. Notwithstanding the foregoing, if the Tenant is in default under this Lease beyond any applicable cure period, the Landlord may arbitrarily withhold its consent to each assignment, subletting or parting with possession. The Tenant shall give Notice to the Landlord of any proposed assignment of this Lease or of any proposed subleasing, parting with, or changing of the occupation, control or possession of the Leased Premises, and shall provide the Landlord with the name of any proposed assignee, sublessee, or occupant, the full particulars of the proposed transaction, and such additional information as the Landlord may require as to

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Landlord 	Tenant 

the responsibility, reputation, financial standing and business history of the proposed assignee, sublessee or occupant. This prohibition against assignment and subletting includes assignments or subletting by operation of law. Consent to any assignment or subletting shall not constitute consent to a subsequent assignment or subletting. If the Tenant assigns, sublets or parts with or shares the occupation, control or possession of the Leased Premises without the prior written consent of the Landlord, the Landlord may collect rent from the assignee, subtenant or occupant and apply such rent against amounts owing hereunder without waiving its rights hereunder, and consent of the Landlord shall not be deemed or presumed from such conduct. The Tenant shall remain jointly and severally liable with any such assignee, sublessee or occupant with respect to all terms of this Lease including the payment of all Rent.

In the event the Landlord consents to an assignment or sublease, then concurrently with providing such consent, the Landlord, in its sole discretion, shall advise the Tenant that the rent payable for the ensuing tenancy shall be either: (a) on the same terms and conditions of this Lease; or (b) on a fully net basis and in which case the Tenant shall pay in lieu of Profit Share Rent and in accordance with the terms of Landlord's then current standard form net lease for the Building, Tenant's Pro Rata Share of Operating Cost Recovery and Taxes, all other Additional Rent and minimum rent, which minimum rent shall be "Current Market Rent" as determined by the Landlord and Tenant but provided the Rent payable during the residual period of the Term, commencing on the effective date of the sublease or assignment (the "**Residual Term**") shall not be less than the Rent payable during the 12 month period occurring immediately prior the commencement of the Residual Term. "Current Market Rent" shall mean a rent which would be paid as between the Landlord and a willing tenant dealing at arm's length for premises reasonably comparable to the Leased Premises. In the event the Landlord shall determine that the Residual Term shall be on a fully net basis in accordance with item (b) above and the Landlord and Tenant have not agreed to such Current Market Rent within three (3) months after the date on which the Landlord receives the written request for consent to such assignment or sublease, the matter shall be determined by arbitration as follows:

- (i) arbitration proceedings shall be commenced by Tenant or Landlord giving the Notice to the other. If, within ten (10) days of the Notice to Landlord, the parties are unable to agree on a single arbitrator, (which arbitrator must be a qualified real estate appraiser with at least ten (10) years' experience in a recognized firm and must have expertise in respect of such matters) for purposes of determining the rental rate, then either party may make an application to the Court of Queen's Bench of Alberta for the appointment of such arbitrator pursuant to the *Arbitration Act* (Alberta);
- (ii) within ten (10) days of the appointment of the sole arbitrator, the Landlord and the Tenant shall each submit to such arbitrator (by sealed envelope to be opened and communicated by said arbitrator after the receipt of the envelopes of both parties), one (1) amount which they consider to be the appropriate market rental rate payable for the Residual Term. The arbitrator shall thereupon proceed to hear the submissions of the parties relating to their respective suggested Current Market Rent and shall render a decision within thirty (30) days after completion of the hearings on the matter, which hearings shall not extend beyond thirty (30) days of the opening of the bids. The arbitrator shall select either the Landlord's or the Tenant's submitted rate (and no other) which he considers to be closest to the Current Market Rent for the Residual Term. The decision of the arbitrator shall be final and binding upon the parties and shall not be subject to appeal. The costs

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Landlord 	Tenant 

of the arbitration shall be assumed equally by the Landlord and the Tenant, provided however that each party shall bear its own witness and counsel fees. Should only one (1) party file in the prescribed form and manner its suggested amount, the market rental rate for the Residual Term will automatically and for all purposes be conclusively determined to be such suggested amount and shall be binding upon both parties and the arbitration will be terminated; and

- (iii) If a decision is rendered after the commencement of the Residual Term, the rental payable by the Tenant as determined by the arbitrator shall be retroactive to the commencement of the Residual Term. Tenant shall continue paying the existing Rent until the new rental rate is determined. Within ten (10) days of the decision, the parties shall make the appropriate adjustments between them, with the sums so adjusted bearing interest at the prime rate quoted by Landlord's principal bankers for commercial demand loans in Canadian dollars, plus two percent (2%).

Notwithstanding anything to the contrary contained herein, nothing in this Lease shall be construed as restricting any transfer of ownership or control in Tenant's parent company, Regus PLC.

13.03 TERMINATION OF LEASE

The Landlord shall have the right to terminate this Lease upon sixty (60) days' Notice to the Tenant (or if the proposed subletting is for a part of the Leased Premises to terminate this Lease with respect to such part) within thirty (30) days of receipt from the Tenant of any Notice of or any additional information in regard to any proposed assignment of this Lease or any proposed subletting, parting with, or changing of the occupation, control or possession of the Leased Premises and receipt by the Landlord of all requested information. Notwithstanding the above, the Landlord's Notice of Termination shall be null and void and have no effect if within fifteen (15) days of the receipt of the Landlord's Notice of Termination the Tenant gives notice to the Landlord of its withdrawal of its request for approval of the proposed assignment or subletting.

13.04 CONDITIONS TO CONSENT

Where the Landlord gives its consent to an assignment or subletting under Section 13.02, such consent shall be subject to the following conditions:

- (a) an assignment or subletting agreement satisfactory to the Landlord be executed by the Tenant, assignee, sublessee or occupant, as the case may be, which agreement will include (i) the assignee's or sublessee's agreement to be bound by all the terms and conditions contained in this Lease as if such party had originally executed the Lease as Tenant and (ii) in the case of a sublease, a waiver by the sublessee of any right to obtain forfeiture, to obtain a direct lease from Landlord or to become the tenant of the Landlord, notwithstanding any statute or law that would otherwise give those rights to sublessees;
- (b) the Tenant remains jointly and severally liable with any such assignee, sublessee or occupant with respect to all terms of this Lease including the payment of all Rent;
- (c) the Tenant pays forthwith to the Landlord any increased rent, received by the Tenant either directly or indirectly from any assignee, subtenant or occupant whether in the form of cash, goods or services;

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- (d) the Tenant pays all costs of the Landlord (including out-of-pocket legal fees, credit check fees and consultant's fees paid by the Landlord in relation thereto) in connection with the review, approval and execution of the documents to give effect to the proposed assignment or subletting and a reasonable administration fee to the Landlord (such administration fee not to exceed \$1,000.00 plus Service Taxes) for the time expended and personnel required in order to give effect to the proposed assignment;
- (e) the Permitted Use of the Leased Premises and all other terms and conditions of this Lease remain unaltered; and
- (f) in the case of a sublease or other transfer of a portion of the Leased Premises, the subleased premises shall have separate corridor access to and egress from the Common Facilities and such access and egress shall meet all governmental requirements all at Tenant's sole cost and expense.

13.05 CHANGES IN CORPORATE CONTROL

- (1) Unless the prior written consent of the Landlord (which consent shall not be unreasonably withheld) has been obtained, the Landlord may terminate this Lease upon thirty (30) days' Notice to the Tenant if the Tenant is a corporation and if for any reason the Control of the Tenant is transferred from the person or persons having Control of the Tenant at the time that the Landlord accepts the Tenant's offer to lease premises in the Building. From and after that date, the Tenant shall forthwith deliver Notice to the Landlord advising of any change in Control of the Tenant and at any reasonable time or times during the Term the Tenant shall make available to the Landlord for inspection, copying, or both, the then current books and records of the Tenant which alone or with other data show the person, persons or entity having Control of the Tenant. Should the Landlord inspect and/or copy any such books and records then the Landlord and Tenant shall enter into a non-disclosure agreement in a form acceptable to the Landlord and Tenant each acting reasonably. The Landlord may terminate this Lease upon thirty (30) days' Notice if such books and records are not made available as requested by the Landlord.
- (2) Notwithstanding the prohibition contemplated by Section 13.05(1), there shall be deemed to have been no change of Control of the Tenant when the party acquiring Control of the Tenant is an Eligible Corporation.
- (3) Any change in Control of the Tenant (where the Tenant is a corporation), other than to an Eligible Corporation, shall be deemed to be an assignment of this Lease and shall be subject to the provisions of this Article 13 pertaining thereto.

13.06 MORTGAGE OF LEASEHOLD

The Tenant shall not mortgage, pledge, hypothecate or otherwise encumber all or any portion of its interest under this Lease or the Leasehold Improvements in the Leased Premises.

ARTICLE 14 -
DEFAULT OF TENANT

14.01 LANDLORD'S RIGHT OF RE-ENTRY

Whenever:

Initials	
Landlord <i>[Signature]</i>	Tenant <i>[Signature]</i>

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- (1) the Tenant fails to pay when due any amount due hereunder after five (5) days written notice from Landlord to Tenant of such non-payment;
- (2) the Tenant has breached Section 4.0 Schedule "E";
- (3) the Tenant fails to comply with Section 12.05;
- (4) the Lease or any goods, chattels or equipment of Tenant is seized, taken or exigible in execution or in attachment or if a writ of execution or enforcement is issued against Tenant;
- (5) the Tenant or Indemnifier becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any statute that may be in force for bankrupt or insolvent debtors or becomes involved in voluntary or involuntary dissolution, winding-up or liquidation proceedings or if a receiver is appointed for all or part of the business, property, affairs or revenues of Tenant, or if Tenant makes a proposal, arrangement or compromise with creditors;
- (6) the Tenant makes a sale of all or substantially all of its goods, or makes any other sale out of the ordinary course of the Tenant's business, wherever such assets are situated, or moves or commences, attempts or threatens to move its goods, chattels and equipment out of the Leased Premises (other than in the normal course of its business and other than the sale made to an assignee or sublessee pursuant to a permitted assignment of sublease hereunder) or ceases to conduct business from the Leased Premises;
- (7) the Tenant fails to observe, perform and keep each of the covenants, agreements, provisions, stipulations and conditions herein contained to be observed, performed and kept by Tenant (other than its covenant to pay Rent) and persists in such failure after ten (10) days' notice by Landlord requiring that Tenant remedy, correct, desist or comply (or if any such breach would reasonably require more than ten (10) days to rectify, unless Tenant commences rectification within the ten (10) day notice period and thereafter promptly, effectively and continuously proceeds with the rectification of the breach);
- (8) the Tenant purports to effect an assignment other than in compliance with the provisions of this Lease; or
- (9) a report or statement from Tenant under this Lease is false or misleading except for a misstatement that is the result of an inadvertent error;

then and in any of such events, the full amount of the current month's and the next ensuing three (3) months' installments of Rent shall immediately become due and payable and Landlord may immediately distrain for the same, together with any arrears then unpaid and at the option of Landlord, it may terminate this Lease by giving written notice of termination, and Landlord may without notice or any form of legal process whatsoever forthwith re-enter the Leased Premises and it may repossess the Leased Premises and enjoy them as of its former estate, anything contained in any statute or at law to the contrary notwithstanding, and may expel all persons and remove all property from the Leased Premises and such property may be removed and sold or disposed of by Landlord as it deems advisable or may be stored in a public warehouse or elsewhere at the cost of Tenant, all without service of notice or resort to legal process and without Landlord being considered guilty of trespass or conversion or becoming liable for any loss or damage which may be occasioned thereby, provided, however, that such termination shall be wholly without prejudice to the right of Landlord to recover arrears of Rent and damages for any default by Tenant hereunder. Should Landlord at any time terminate this Lease by reason of

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Landlord <i>BW</i>	Tenant <i>[Signature]</i>

any such event, then, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur as a result of such termination. If Landlord re-enters and elects to terminate this Lease and Tenant fails to remove its property within ten (10) days after notice requiring it to do so is given, Tenant will be deemed to have abandoned its property and Landlord will be entitled to retain it or dispose of it for Landlord's benefit.

14.02 TERMINATION

Notwithstanding any termination of this Lease, Landlord shall be entitled to receive Profit Share Rent and all Additional Rent up to the time of termination plus accelerated Rent as herein provided and damages including but not limited to (i) damages for the loss of Profit Share Rent suffered by reason of this Lease having been prematurely terminated; (ii) the costs of reclaiming, repairing and re-letting.

14.03 RE-ENTRY AND RE-LETTING

This Lease shall not terminate upon a re-entry under Section 14.01 unless the Landlord has given written notice of such termination pursuant to Section 14.01. Upon re-entry without termination of this Lease, the Landlord shall be the agent of the Tenant and shall have the right to make those repairs and alterations to the Leased Premises considered necessary by the Landlord, to sublet the Leased Premises or to assign this Lease. Notwithstanding the exercise of such rights by the Landlord the Tenant shall remain liable for any deficiency and for the performance of all its obligations under this Lease. The Landlord shall apply the net proceeds received from such sub-letting or assignment, less all costs of reletting including, but not limited to tenant improvements required by the new tenant, leasing commissions and any other costs arising from the need to re-let the Leased Premises towards amounts owing by the Tenant hereunder.

14.04 WAIVER OF EXEMPTION AND REDEMPTION

Notwithstanding anything contained in any statute now or hereafter in force limiting or abrogating the right of distress, none of Tenant's goods, chattels or trade fixtures in the Leased Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and upon any claim being made for such exemption by Tenant or on distress being made by Landlord, this Lease may be pleaded as an estoppel against Tenant in any action brought to test the right to the levying upon any such goods as are named as exempted in any such statute, Tenant hereby waiving all and every benefit that could or might have accrued to Tenant under and by virtue of any such statute but for this Lease. Tenant hereby also expressly waives any and all rights of redemption granted by or under any present or future laws if Tenant is evicted or dispossessed for any cause. In exercising its right to distrain, Landlord, in addition to the rights reserved to it, shall have the right:

- (a) to enter the Leased Premises by force or otherwise without being liable for any prosecution therefor;
- (b) to change the locks on the Leased Premises without re-entering the Leased Premises or terminating this Lease in order to prevent the removal of the property to be distrained; and
- (c) to levy distress after sunset and before sunrise.

14.05 LIEN ON TENANT PROPERTY

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Landlord	Tenant
<i>BW</i>	<i>[Signature]</i>

14.06 LANDLORD MAY PERFORM FOR TENANT

If the Tenant fails to perform any covenant of the Tenant under this Lease within fifteen (15) days of receiving Notice from the Landlord requiring the Tenant to cure such failure, the Landlord may perform or cause performance of such covenant and the Landlord shall have the right to enter upon the Leased Premises and to do such things as the Landlord may consider requisite or necessary in connection with such performance without releasing Tenant from any of its obligations relative thereto. One hundred and twenty percent (120%) of all expenses incurred by or on behalf of the Landlord under this Section 14.05 shall be payable forthwith by the Tenant upon demand by the Landlord. The Landlord shall not be liable to the Tenant for any loss, damages or injury occurring during any such entry in the Leased Premises.

14.07 REMEDIES GENERALLY

Mention in this lease of any particular right, remedy or remedies of the Landlord in respect of any default by the Tenant shall not preclude the Landlord from, and the Landlord shall have, any and all other rights and remedies in respect thereof, whether available at law or in equity or by statute or expressly provided for herein. No right or remedy shall be exclusive or dependent upon any other right or remedy, but the Landlord may from time to time exercise any one or more of such rights and remedies generally or in combination, all such rights and remedies being cumulative and not alternatives.

14.08 EXCUSE OF PERFORMANCE

Notwithstanding anything contained in this Lease, neither the Landlord nor the Tenant shall be deemed to be in default with respect to the performance of any of the terms, covenants and conditions of this Lease, if such default is due to Unavoidable Delay, but it is expressly acknowledged that Unavoidable Delay does not excuse the Tenant's obligation to pay Rent.

14.09 EXPENSES



Tenant shall indemnify Landlord against all costs and charges (including legal fees and disbursements on a solicitor and his client basis) incurred in enforcing payment of Rent, and in obtaining possession of the Leased Premises after default of Tenant or upon expiration or other termination of the Term of this Lease, or in enforcing any covenant, proviso or agreement of Tenant herein contained. On each occurrence of default beyond any applicable cure period in the payment of Rent, Tenant shall pay to Landlord on demand in addition to the interest on overdue Rent as set forth above, a Two Hundred Dollar (\$200.00) administration fee.

14.10 APPLICATION OF MONIES

The Landlord may apply monies received from or due to the Tenant against monies due and payable under this Lease. The Landlord may impute any payment made by or on behalf of the Tenant towards the payment of any amount due and owing by the Tenant at the date of such payment regardless of any designation or imputation by the Tenant.

14.11 BREACH BY INDEMNIFIER

Notwithstanding anything to the contrary contained herein, in the event the Indemnifier is in breach of its obligations under this Lease, the Tenant shall be permitted to cure such breach by providing an additional security with the Landlord in an amount equal to the then remaining Cap (as defined in Schedule "G" hereof) within five (5) Business Days of such breach. Any such additional security shall be treated as a security deposit and the provisions of Section 17.01 shall apply to such additional security accordingly.

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ARTICLE 15 -
LANDLORD'S RIGHT OF ACCESS

15.01 RIGHT OF ACCESS AND METHOD OF RE-ENTRY

The Landlord, acting reasonably, or its employees or agents shall have the right to enter the Leased Premises during Normal Business Hours on 24 hours' advanced written notice (except in the case of an emergency, or perceived emergency whereby no such notice shall be required and the Landlord shall be permitted entry at any time) to carry out maintenance as determined by the Landlord, to examine the state of the Leased Premises and of the Leasehold Improvements, equipment and fixtures therein, to make such changes, repairs, alterations, improvements, additions or installations in and to the Building as the Landlord may deem necessary or desirable, to take into the Leased Premises all material and equipment required in connection with the foregoing. The Landlord or its employee or agent shall have the right to enter the Leased Premises to provide and supervise janitorial services and to show the Leased Premises to any prospective purchaser, lessee, or Mortgagee. If the Leased Premises are locked the Landlord or its employee or agent may enter the Leased Premises using a master key, if available, and, in the case of an emergency, by force without liability of the Landlord to the Tenant.

15.02 OBLIGATIONS OF TENANT AND LANDLORD

Tenant agrees that any entry under this Article 15 shall not constitute an eviction of the Tenant in whole or in part or a re-entry or a breach of any covenant for great enjoyment, and the Profit Share Rent and Additional Rent shall not abate while changes, repairs, alterations, improvements, additions or installations in and to the Building are being made. Any such entry shall not affect the obligations and covenants of the Tenant under this Lease, and the Tenant shall have no claim by reason of loss or interruption of business. Nothing in this Article 15 shall be deemed or construed to impose upon the Landlord any obligation, responsibility or liability for the care, maintenance or repair of the Leased Premises, or any part thereof.

15.03 RIGHT TO EXHIBIT

The Landlord and its authorized agents and employees shall have the right upon reasonable notice to the Tenant to enter upon the Leased Premises during Normal Business Hours during the Term for the purpose of exhibiting the Building to any prospective purchaser or mortgagee thereof. The Landlord and its authorized agents and employees shall have the right upon reasonable notice during the last 12 months of the Term to exhibit the Leased Premises to prospective tenants. Any entry by the Landlord under this provision shall not unreasonably interfere with the Tenant's conduct of business on the Leased Premises.



ARTICLE 16 -
INTERPRETATION AND MISCELLANEOUS

16.01 NO PARTNERSHIP

Nothing contained in this Lease or in any acts of the parties hereto shall be construed to create any relationship between the parties other than that of landlord, tenant and guarantor, or to create a relationship of partnership or of joint venture between the parties hereto, or to create any right of ownership in the Tenant.

16.02 AGENCY

The Tenant acknowledges that the Landlord may perform any or all of the Landlord's obligations or exercise any of the Landlord's rights hereunder through or by means of such

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manager, independent contractor or other agency or agencies as the Landlord may from time to time determine.

16.03 LEASE IS ENTIRE AGREEMENT

This Lease sets forth the entire agreement between the Tenant and the Landlord with respect to the Leased Premises. Any offer to lease or agreement to lease entered into by the Landlord and the Tenant prior to the execution of this Lease shall be deemed to have been merged and extinguished in this Lease. No amendment or addition to this Lease will bind the Landlord or the Tenant unless such amendment or addition is in writing and signed by all parties to this Lease.

16.04 JOINT AND SEVERAL LIABILITY

The liability to pay Rent and perform all other obligations under this Lease of each individual, corporation, general partnership or business association signing this Lease as Tenant and of each member of any such general partnership or business association, the members of which are by law subject to personal liability, shall be deemed to be joint and several.

16.05 GOVERNING LAW

This Lease shall be construed and governed pursuant to the laws of the Province of Alberta.

16.06 INTERPRETATION

Words importing the singular number shall include the plural and words importing firms and corporations shall include persons. Each obligation of the Tenant in this Lease, although not expressed as a covenant, is considered to be a covenant for all purposes. The article and section headings and index of this Lease form no part hereof and are inserted for convenience only. If any section, article, paragraph, sub-paragraph, clause or sub-clause in this Lease is held invalid or unenforceable by any court of competent jurisdiction, this Lease shall be interpreted as if such section, article, paragraph, sub-paragraph, clause or sub-clause has not been part of this Lease.

16.07 SUCCESSORS AND ASSIGNS

This Lease shall be binding upon, extend to and enure to the benefit of the Landlord and the Tenant, and to each of their respective heirs, executors, administrators, successors and permitted assignees.

16.08 LIGHT AND AIR

The Tenant covenants and agrees that no diminution of light, air or view by any structure that may now or hereafter be erected, or the noise, dust, vibration or other ordinary incidents to the new construction of improvements on properties adjoining the Building, whether or not by the Landlord, shall entitle the Tenant to any reduction of rent or any other sums due under this Lease, result in any liability of the Landlord to the Tenant, or in any other way affect this Lease or the Tenant's obligations hereunder.

16.09 NAME OF PROJECT

The Landlord may change, alter or remove the name of the Building at any time without requiring the Tenant's consent thereto or incurring any liability to the Tenant thereby. Tenant may not use the name of the Building or any derivative thereof in any manner whatsoever without Landlord's prior written consent.

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16.10 TIME OF THE ESSENCE

Time shall be of the essence hereunder and the parties shall govern themselves accordingly.

ARTICLE 17 -
ADDITIONAL TERMS



17.01 SECURITY DEPOSIT

- (1) Forthwith upon execution of this Lease, the Tenant shall furnish the Landlord with a security deposit in an amount of \$0.00 (subject to increase in accordance with Section 14.11) (the "**Security Deposit**"), as security for the Profit Share Rent and Additional Rent payable hereunder. The Security Deposit shall be held by the Landlord for the faithful performance by the Tenant of each and every one of the covenants, conditions and agreements herein stipulated. The Security Deposit is to remain with the Landlord throughout the Term and any renewal or extension thereof without liability for interest. The Security Deposit shall not be applicable by the Tenant to the payment of Profit Share Rent, Additional Rent or any other charges for which the Tenant may become liable under this Lease and the Security Deposit shall not relieve the Tenant from the faithful and punctual performance of all covenants and conditions herein contained. If at any time during the Term any sum owing by the Tenant hereunder is not paid when due, the Landlord may appropriate and apply all or such part of the Security Deposit as is necessary to compensate the Landlord for the amount then owing by the Tenant, plus reasonable expenses incurred in connection therewith and in such event the Tenant shall remit to the Landlord a sum sufficient to restore the Security Deposit to the original amount deposited within five (5) days of Landlord's written demand therefor, the whole without prejudice to such other rights, remedies and recourses as avail to the Landlord in the circumstances. Fifteen (15) days following the termination of this Lease or any renewal thereof, the Security Deposit shall be returned to the Tenant provided the Leased Premises have been vacated in good order and condition and provided the Tenant shall have complied in all respects with all terms, covenants and conditions herein contained. The Landlord may deliver the Security Deposit to any purchaser of the Land and Building and thereupon the Landlord shall be discharged of and from any further liability with respect to same.

The rights of the Landlord with respect to the Security Deposit will not be affected or impaired by the bankruptcy, insolvency or winding-up of the Tenant, nor by the disavowal, repudiation or disclaimer of this Lease or any other action taken by any trustee, liquidator, receiver, referee or any other person appointed under or pursuant to any agreement or by any court or other body of competent jurisdiction under any bankruptcy, insolvency, winding-up or other legislation in force from time to time, and all of the rights of the landlord under this Section 17.01 may be exercised notwithstanding the occurrence of any such circumstances or events.

17.02 TELECOMMUNICATIONS

- (1) The Tenant may install at its own expense, maintain, replace, remove, use or modify communications, telecommunications or computer wires, cables and related devices (collectively, the "Lines") or use existing sleeves or conduits at the Building in or serving the Leased Premises, in each case, only with the Landlord's prior written consent, which consent may be withheld in the Landlord's sole and absolute discretion. Active electronic telecommunications equipment used by the Tenant shall not be located in common telephone closets or Building riser spaces, and may only be located in the Leased

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Premises. Any request for consent to locate Tenant electronic telecommunications equipment in common telephone closets or Building riser spaces shall contain detailed plans, schematics and specifications identifying all work to be performed, the time schedule for completion of the work, the identity of the entity from the Landlord's list of approved contractors that will provide service to the Lines, and the identity of the entity that will perform the proposed work (all of which shall be subject to the Landlord's approval). Any third party costs associated with any such request will be paid for by the Tenant. Under no circumstances will the Tenant provide telecommunication services to other occupants of the Building without the prior written approval of the Landlord.

The Landlord reserves the right to require that the Tenant remove any Lines located in or serving the Leased Premises which are installed in violation of these provisions, or which are, at any time, in violation of any laws or present a dangerous or potentially dangerous condition (whether such Lines were installed by the Tenant or any other party), within three (3) days after written notice. The Landlord shall have no responsibility for the maintenance of the Tenant's telecommunications equipment, including wiring, nor for any other infrastructure to which the Tenant's telecommunications equipment may be connected. The Tenant agrees that to the extent any such service is interrupted, curtailed or discontinued, the Landlord shall have no obligation or liability with respect thereto.

In addition to the rights reserved by the Landlord under any other provision of this Lease, the Landlord may require upon 30 days prior notice, that the Tenant: (a) move all or any portion of the Lines, and any riser sleeves thereof, to another location or locations; or (b) discontinue using any building riser sleeves (if the Landlord has permitted the Tenant to install its own riser sleeve). If the Landlord exercises any of its rights under Subsection (a) of this paragraph, the parties agree that (i) the Landlord shall pay all reasonable, direct, out-of-pocket expenses incurred by the Tenant in connection therewith (excluding lost profits or other consequential damages), unless the exercise of such rights is necessary in the Landlord's reasonable opinion for the safety, access, use or operation of the Building, and (ii) the Landlord shall use reasonable efforts to cooperate in providing other space that will be feasible for the Tenant's purposes (but the installation of new Lines, riser sleeves therefor, or equipment therein shall be subject to the requirements of this Section).

The Landlord reserves the right to require the Tenant to remove any or all Lines installed by or for the Tenant within or serving the Leased Premises upon termination of this Lease and to repair any damage caused by such removal, provided the Landlord gives the Tenant prior notice to, or within thirty (30) days following such termination. Any Lines not removed by the Tenant shall, at the Landlord's option, become the property of the Landlord (without payment by the Landlord). If the Tenant fails to remove such Lines as required by the Landlord, or violates any other provision of this Section, the Landlord may, after twenty (20) days notice to the Tenant, remove such Lines or remedy such other violation at the Tenant's expense in accordance with Section 5.03 (without limiting the Landlord's other remedies available under this Lease or applicable law).

- (2) If the Tenant, at any time, uses equipment that may create an electromagnetic field exceeding radiation limits determined by the Landlord, the Landlord reserves the right to require the Tenant at the expense of the Tenant to immediately take any and all steps necessary, up to and including removal of any and all equipment causing the excess emissions, to reduce radiation to within said limits. The Tenant shall take all steps necessary to ensure that its equipment does not interfere with or disturb the operation of any equipment of the Landlord or of other tenants in the Building. Should any such

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interference develop, the Tenant shall cease use of its equipment immediately upon being requested by the Landlord to do so. The cause of the interference will be determined and, if the Tenant is responsible for the interference, the Tenant, at its cost, shall take immediate steps (including the installation of filters, if necessary) to reduce the interference to a level considered acceptable by Industry Canada, Department of Communications or such other government agency as at the time has jurisdiction or as determined by the Landlord, acting reasonably. Even if the Tenant's equipment is not the primary cause of the interference, if considerations of cost or engineering simplicity indicate that a modification to the Tenant's equipment is the most expedient solution to an interference problem, the Tenant agrees to permit such modifications to be made, so long as (i) any such modification does not unreasonably degrade the performance of the Tenant's equipment, and (ii) the cost of making such modification is borne by the party whose equipment is, in fact, the primary cause of the interference. If the interference situation cannot be remedied, then the Landlord may require that the Tenant remove its equipment.

- (3) The Landlord may deem it desirable to provide a central telecommunications cable distribution system ("CDS") in the Building for use by providers of telecommunications services and tenants. The Landlord may charge all tenants and service providers fees for installation and usage of each CDS cable-pair. If the Landlord installs a CDS, the Tenant shall utilize the CDS for all its communications cabling needs on terms and conditions to be set by the Landlord, acting reasonably, at the time of installation of any CDS, and following any such installation the Landlord shall be entitled to administer and control any cabling installed by the Tenant.

17.03 BROKERAGE COMMISSION

As part of the consideration for the granting of this Lease, the Tenant represents and warrants that no broker, agent or other intermediary introduced the parties or negotiated or was instrumental in negotiating or consummating this Lease other than the Broker, if any, named Section 1.01 of this Lease. The Broker's commissions shall be paid by the Landlord to the Broker pursuant to a separate commission agreement.

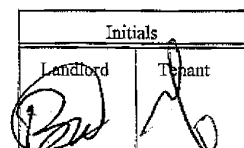
17.04 LIMITED RECOURSE

The Tenant agrees that it shall look solely to the Landlord's interest in the Project for the satisfaction of any claim now existing or hereafter arising or accruing against the Landlord, its officers, directors, shareholders, partners, trustees, beneficiaries, agents or employees. If the Landlord is a trust, the Tenant agrees that the trustee(s) shall not have any personal or corporate liability hereunder and that the beneficiary(ies) shall not have any personal or corporate liability hereunder beyond their interest, if any, in the Project and any claims of the Tenant shall be solely as against the Trust's and the beneficiary(ies)' interest in the Project. If the Landlord is a limited partnership or a general partnership, the Tenant agrees that any claim the Tenant may have will be solely as against the partnership's interest in the Project and in no event shall recourse be sought against the limited partners or the partners of the general partnership.

17.05 OBLIGATION TO PROVIDE FINANCIAL INFORMATION

Subject to the Landlord and Tenant entering into a non-disclosure agreement in a form acceptable to the Landlord and Tenant each acting reasonably, the Tenant and Indemnifier will upon request and without undue delay, provide Landlord with their most recent audited financial statements (or if audited statements are not available, their most recent unaudited financial statements provided that audited statements will be provided to the Landlord when available).

Initials	
Landlord	Tenant



17.06 EXECUTION OF INDEMNITY AGREEMENT

The Tenant hereby acknowledges and agrees that it is a condition of the Landlord granting this Lease to the Tenant that the Indemnifier executes and delivers to the Landlord, concurrently with the Tenant's execution and delivery of this Lease, the Indemnity Agreement in the form attached to this Lease as Schedule "G". If the Indemnifier fails to execute and deliver such Indemnity Agreement as aforesaid, then the Landlord, at its option, may re-enter and take possession of the Leased Premises forthwith by leaving upon the Leased Premises a notice in writing of its intention so to do and thereupon the Landlord shall have the same rights and remedies as are contained in ARTICLE 14 of this Lease.

[SIGNATURE PAGE FOLLOWS]

Initials	
Landlord <i>BW</i>	Tenant <i>R</i>

IN WITNESS WHEREOF the parties hereto have executed these presents.

RGN ALBERTA XII LIMITED PARTNERSHIP,
represented by its general partner, **RGN GENERAL
PARTNER HOLDINGS CORP.**

(Tenant)

Per: _____

Name:

Michael J. Osburn

Title:

Vice President

I have authority to bind the general partner and
the partnership.

**112 STREET NW EDMONTON PARTNERS
LIMITED PARTNERSHIP,** represented by its
general partner, **112 STREET NW EDMONTON
PARTNERS GP INC.**



(Landlord)

Per: _____

Name:

Title:

I have authority to bind the general partner and
the partnership.

Initials	
Landlord	Tenant
	

SCHEDULE "A"
LEGAL DESCRIPTION OF LANDS

- A. PLAN B
BLOCK TWELVE (12)
LOT SIXTY ONE (61)
EXCEPTING THEREOUT: THE MOST NORTHERLY TWENTY FOUR (24) FEET
IN WIDTH THROUGHOUT OF SAID LOT
EXCEPTING THEREOUT ALL MINES AND MINERALS;

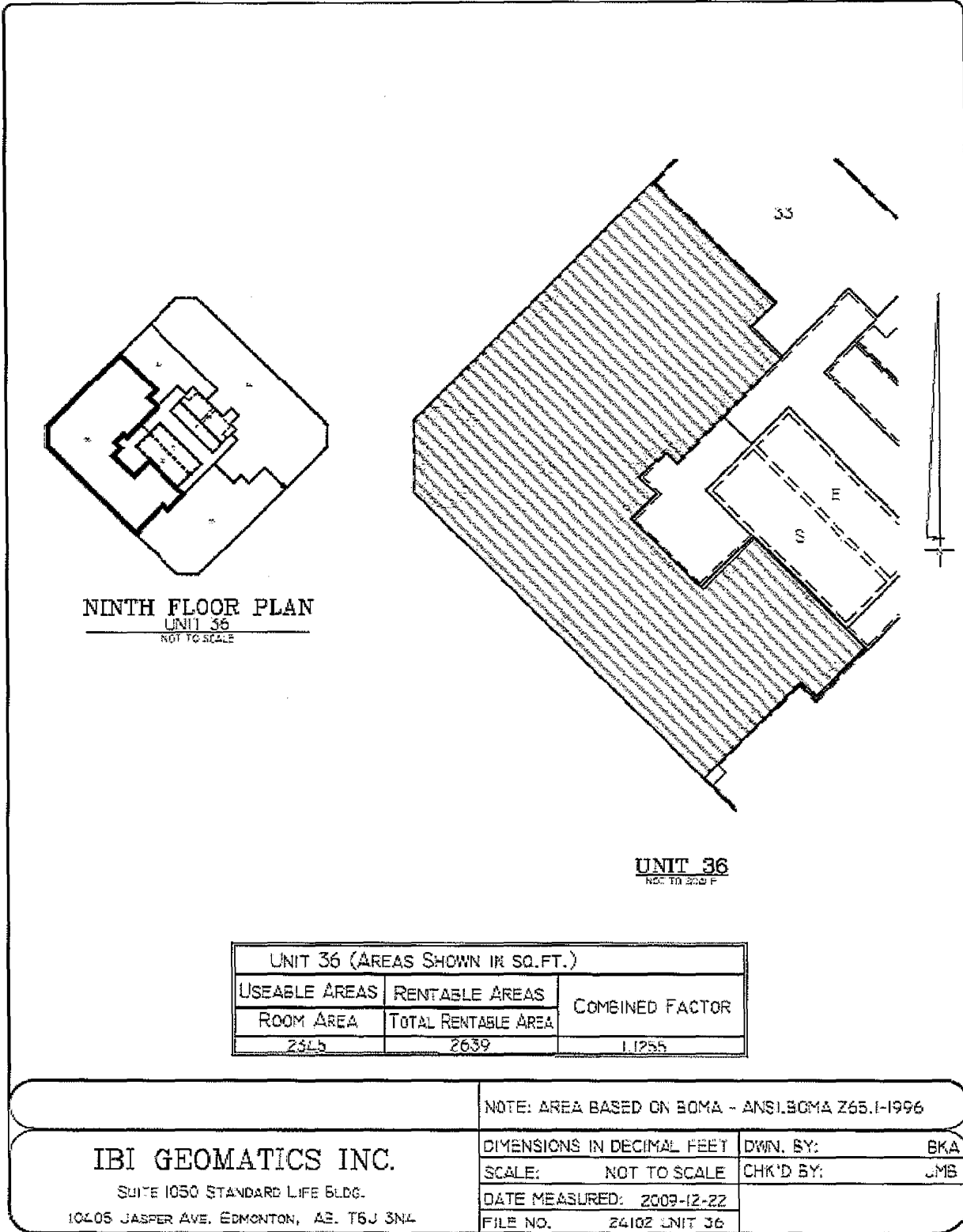
- B. PLAN B
BLOCK TWELVE (12)
THE MOST NORTHERLY TWENTY FOUR (24) FEET IN WIDTH THROUGHOUT
OF LOT SIXTY ONE (61)
EXCEPTING THEREOUT:
ALL THAT PORTION WHICH LIES NORTH WEST OF A STRAIGHT LINE
DRAWN FROM A POINT IN THE WEST BOUNDARY TEN (10) FEET SOUTH
FROM THE NORTH WEST CORNER THEREOF, TO A POINT IN THE NORTH
BOUNDARY TEN (10) FEET EAST FROM THE NORTH WEST CORNER
THEREOF.
EXCEPTING THEREOUT ALL MINES AND MINERALS;

- C. PLAN B
BLOCK 12
LOT 62
EXCEPTING THEREOUT ALL MINES AND MINERALS; and

- D. PLAN B
BLOCK 12
LOT 63
EXCEPTING THEREOUT ALL MINES AND MINERALS

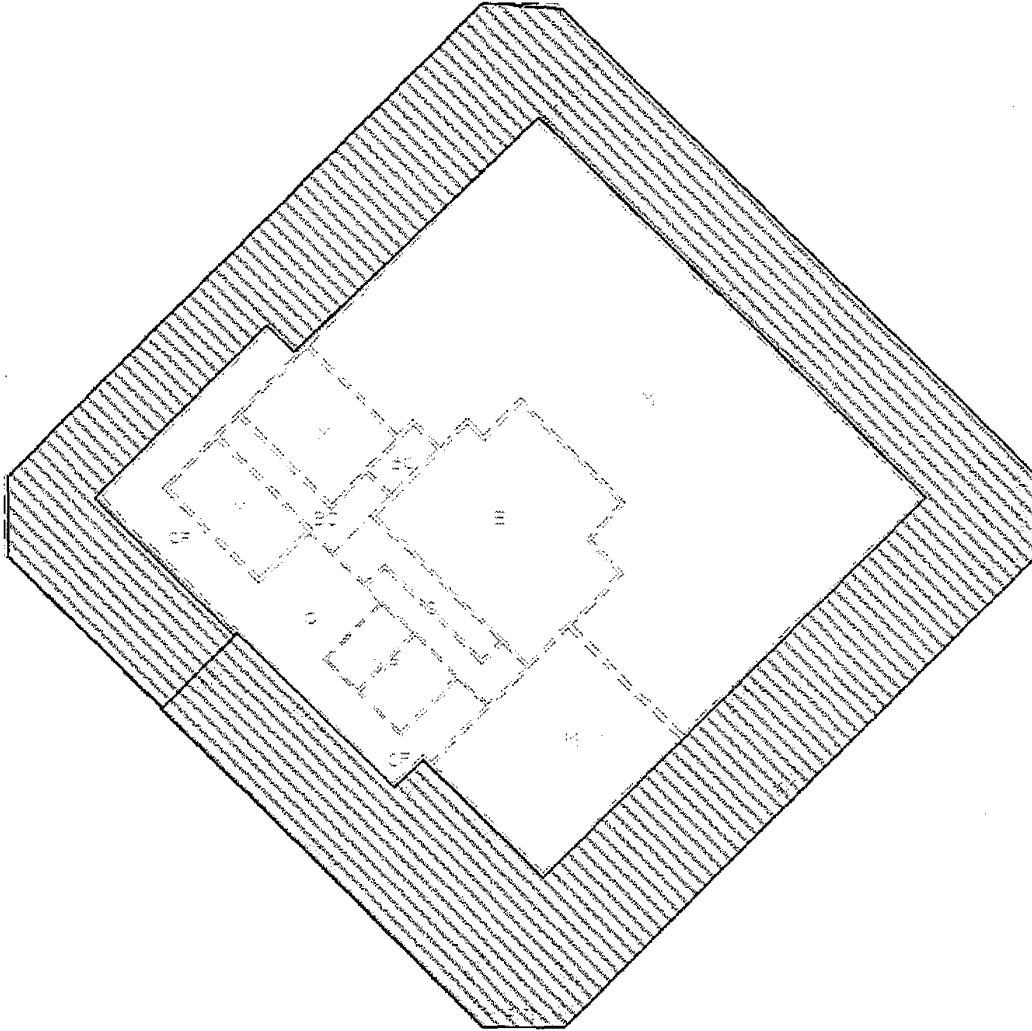


SCHEDULE "B"
SKETCH OF LEASED PREMISES



Bu *J*

SCHEDULE "B" (continued)
SKETCH OF LEASED PREMISES



UNITS 37, 38 & 39 - 5,107 SQ.FT RENTABLE AREA

COMPASS PLACE - 10TH FLOOR

SCALE:

PROJECT NO.

DESIGNED BY:

DATE: APRIL 2015

creating great spaces for work | 780.238.3271 | contact@bluegraphite.ca



SCHEDULE "B-1"
RADIUS RESTRICTION PLAN



Handwritten signature or initials in black ink, appearing to be 'B.W.' followed by a stylized flourish.

SCHEDULE "C"
TENANT'S LEASEHOLD IMPROVEMENT WORK

This Work Letter Agreement (the "**Work Letter**") sets forth the rights and obligations of the parties with respect to readying the Leased Premises for Tenant's operation of the Permitted Use. This Work Letter is incorporated fully into this Lease. The capitalized or defined terms as used herein shall have the respective meanings assigned to them in this Lease (including any Schedules thereto), except as otherwise provided or defined in this Schedule "C".

1. Plans.

(a) *[Intentionally Deleted]*

(b) The Tenant shall deliver its final plans and specifications for the Leasehold Improvement Work (defined in Paragraph 1(c)) (the "**Final Plans and Specifications**") and its final FF&E package (the "**Final FF&E Package**") to the Landlord for the Landlord's approval forthwith upon the execution of this Lease. The Landlord shall not unreasonably withhold, condition or delay such approval.

The Landlord shall advise Tenant within five Business Days after receipt of the Final Plans and Specifications and the Final FF&E Package of its approval or disapproval thereof, and, if Landlord does not approve any of the changes, of the modifications in such changes required in the same so that they will meet Landlord's approval. If Landlord disapproves of any of the changes, Tenant may deliver, or cause its architect to deliver to Landlord, revised changes to the Final Plans and Specifications or the Final FF&E Package, as the case may be, which respond to Landlord's requests for modifications. Landlord shall advise Tenant within five Business Days after receipt of any revised Final Plans and Specifications or revised Final FF&E Package, as the case may be, of its approval or disapproval thereof, and, if Landlord does not approve any of the revised Final Plans and Specifications or revised Final FF&E Package, as the case may be, of the changes required in the same so that they will meet Landlord's approval. This iterative process shall continue until Landlord and Tenant mutually agree upon any changes. If Landlord fails to respond in writing with its approval or disapproval of any such changes to the Final Plans and Specifications or the Final FF&E Package, as the case may be, within any such 5-business-day period, then the applicable changes to the Final Plans and Specifications or Final FF&E Package, as the case may be, shall be deemed approved by Landlord.

Without limiting the Tenant's obligations under Section 8.03 and Paragraph 1(b) above, including the Tenant's obligation to furnish the Landlord with the drawings for the Landlord's approval, and without waiving any rights of the Landlord with respect to plan approval set out at Section 8.03 and Paragraph 1(b) above, the Landlord hereby confirms to the Tenant that the workstation and office density and existence of the Amenities (as defined below) shown on the "Test Fit" drawings attached hereto as Schedule "C-1" will not serve as the basis for disapproval of the drawings to be submitted to the Landlord for approval pursuant to Section 8.03 or Paragraph 1(b) above, as the context provides. However, the Tenant acknowledges and agrees, that any alterations to or interfacing with the Building, its systems and/or structures incurred by the Landlord due to the implementation of the Tenant's Test Fit and drawings shall be at the Tenant's sole cost and expense.

For the purposes of the provision above, "Amenities" means reception area, business lounge, refresh bar, pantry, communication room, and meeting rooms. For clarity, the Landlord's confirmation above with respect to the Amenities relates to the existence of such Amenities in the Leased Premises only and is not confirmation as to the location of such Amenities within the Leased Premises.

(c) As used herein, "**Leasehold Improvement Work**" shall mean and include all labour, supervision, materials, fixtures, special facilities, built-ins, equipment, tools, supplies, taxes, occupancy permit and related inspections, and other property and services necessary to timely and properly produce all work, improvements, fixtures, finishes and completed construction required or reasonably inferable from the Final Plans and Specifications, and all work, services and materials necessary to produce fully connected, complete, operational and functional systems and finishes in the Leased Premises described in the Final Plans and

Specifications, and the purchase and installation or placement, as the case may be, of all FF&E in accordance with the Final FF&E Package. In determining what is reasonably inferable from the Final Plans and Specifications, all such documents shall be construed together, and shall not be read by separate trade areas or design divisions, and shall be read as intending fully connected, complete, operational and functional systems and finishes.

(d) Landlord and Tenant agree that Tenant's architect, engineers, contractors and subcontractors shall be reasonably approved by Landlord.

2. Base Building.

(a) Prior to the Commencement Date, Landlord shall correct, at Landlord's expense (not chargeable to Tenant and not includable in Landlord's Initial Contribution Limit or Operating Costs), any pre-existing conditions that do not comply with applicable Laws with regard to the Leased Premises or any part thereof (including by reason of the failure of any grandfathering, temporary reprieve or similar exception or exemption to continue to apply) but only if failure to do so would prevent the construction and fitting out of the Leased Premises in accordance with the Final Plans and Specifications and Final FF&E Package or prevent Tenant from legally using the Leased Premises for offices. In addition, Landlord, at Landlord's expense (such expense shall not be chargeable to Tenant nor included in Operating Costs but shall be included in the Landlord's Initial Contribution Limit up to a cap of \$20,000), shall remove any asbestos in the Building required to be removed by any applicable laws as soon as practical after the Landlord becomes aware of such requirements, provided that the Landlord shall not be obligated to remove any such asbestos where the cost of such removal would exceed \$20,000.

3. Leasehold Improvements.

(a) Tenant will engage an architect and general contractor. Tenant will cause its general contractor to agree, subject to commercially reasonable terms, to construct and perform the Leasehold Improvement Work on an open book guaranteed fixed price contract basis or on a stipulated lump sum basis, based on a cost estimate (the terms of such contract being the "**Construction Contract Terms**") with the subcontractors for the major trades performing their work for pricing not to exceed said cost estimate. Tenant agrees that the Construction Contract Terms shall include a warranty, enforceable by Landlord and Tenant, that the work and improvements made thereunder shall be free from defects in workmanship and materials for a period of not less than one year from the date of completion thereof. The FF&E required pursuant to the Final FF&E Package shall be purchased from Tenant's standard vendors. As used herein, the "**Total Construction Cost**" shall mean the amount, in the aggregate, payable to the general contractor pursuant to the Construction Contract Terms (including permit fees), to the architect for its preparation of the Final Plans and Specifications and any other work in connection with the design and construction of the Leasehold Improvement Work (including the Tenant's engineering costs and other soft costs), and to the vendors and installers of the FF&E pursuant to the Final FF&E Package in accordance with the provisions of this **Schedule C**.

(b) On the Possession Date the Tenant shall commence and diligently proceed with the construction of the Leasehold Improvement Work, and shall construct and perform the same, in accordance with the terms and conditions of this Work Letter, the Final Plans and Specifications, the Final FF&E Package and all applicable Laws, in a good and workmanlike manner, and consistent with applicable standards of professional skill, and care.

4. Fixturing Period.

(a) Landlord grants Tenant the Fixturing Period to carry out the Leasehold Improvement Work and commence operating its business in the Premises, commencing on the Possession Date. During the Fixturing Period Tenant shall be bound by all of the terms and conditions of the Lease, except that no Operating Cost or Tenant's share of Taxes shall be payable by Tenant during the Fixturing Period. Tenant shall pay for utilities consumed in the Premises, and any other costs and expenses incurred as a result of the Tenant having possession of the Premises during the Fixturing Period, but not any other items of Rent.

(b) The Fixturing Period shall be extended (and the Commencement Date delayed) day for day for each actual day of delay in performance of the Leasehold Improvement Work

which is directly attributable to either (i) any act or omission of the Landlord which continues for more than two (2) days following written notice from the Tenant, acting reasonably; or (ii) an event of force majeure.

5. Completion.

(a) Tenant shall furnish to the Landlord a coordinated set of "as built" drawings with regard to the Leasehold Improvement Work and, upon request, with copies of instruction and operating manuals on all equipment and systems, together with complete and readable copies of all guarantees and warranties on equipment and materials furnished, and any technical requirements necessary to operate and maintain such equipment and materials or needed to maintain the effectiveness of any such warranties.

6. Progress Reports. The party performing any work under the terms of this Work Letter shall keep the other party reasonably informed of the progress and the estimated completion date for each portion of such work. The other party shall be allowed to inspect, from time to time, the progress of such work.

7. Costs of the Leasehold Improvement Work.

(a) Tenant will pay the Total Construction Cost.

(b) Landlord will reimburse and pay to Tenant the Total Construction Cost plus applicable taxes (to a maximum of the Landlord's Initial Contribution Limit) in the form of an allowance (the "**Allowance**"). The Allowance shall be paid to the Tenant within thirty (30) days after the last of each of the following has occurred:

- (i) execution of this Lease by both Landlord and Tenant;
- (ii) commencement of the Term;
- (iii) substantial completion of the Leasehold Improvement Work, as determined by Landlord's architect;
- (iv) evidence of the cost of the Leasehold Improvement Work and Tenant's payment of such costs;
- (v) delivery to Landlord of a clearance certificate issued under the Workers Compensation Act in respect of each contractor and sub-contractor who performed work in connection with the Leasehold Improvement Work;
- (vi) delivery to Landlord of certificates evidencing the placement of insurance by Tenant as required in accordance with this Lease;
- (vii) all builders lien periods have expired and Landlord has obtained evidence that title to the Project is free and clear of all liens, orders and/or encumbrances in connection with Leasehold Improvement Work;
- (viii) Tenant has provided to Landlord its taxation number under the federal government's Harmonized Sales Tax/ Goods and Services Tax ("H.S.T"/"G.S.T.") program;

(c) Notwithstanding anything to the contrary, Landlord may deduct from the Allowance any amounts owing by Tenant and may withhold any portion of the Allowance in order to comply with any construction lien legislation. Landlord shall pay to Tenant along with and in addition to the Allowance any applicable GST which is imposed upon Landlord in respect of the payment of the Allowance to Tenant.

(d) Notwithstanding anything to the contrary in this Lease or any other agreement or under any statute or at law generally, if Tenant or Indemnifier takes the benefit of or is subject to any creditors' petition under any legislation for the protection of insolvent debtors, or if this Lease is terminated or partially terminated for any reason or if Tenant is in default on any of the financial terms of this Lease beyond any applicable cure period, the total Allowance as of the day before the date such filing is made (or termination or partial termination date or default) as

the case may be) that remains unamortized (based on an amortization over the Term not including any Extension Term), will be deemed to be outstanding and immediately payable as Rent to Landlord as of such date. Interest shall accrue on the unamortized Allowance at a rate of six percent (6%) per annum, calculated and compounded monthly, from the date Tenant is called upon by Landlord to repay the unamortized Allowance (in accordance with the foregoing) to the date on which this amount, together with any accrued interest, is repaid. Landlord reserves its right to exercise its remedies for default under the terms of this Lease, including without limitation the remedies of distraint, termination, re-entry and reletting and in addition shall have the same remedies for recovery of the Allowance and accrued interest as for Rent in arrears under this Lease.

(e) Neither Tenant nor Landlord shall be entitled to any supervisory or construction management fees or fees for general conditions, etc. in connection with the Leasehold Improvement Work.

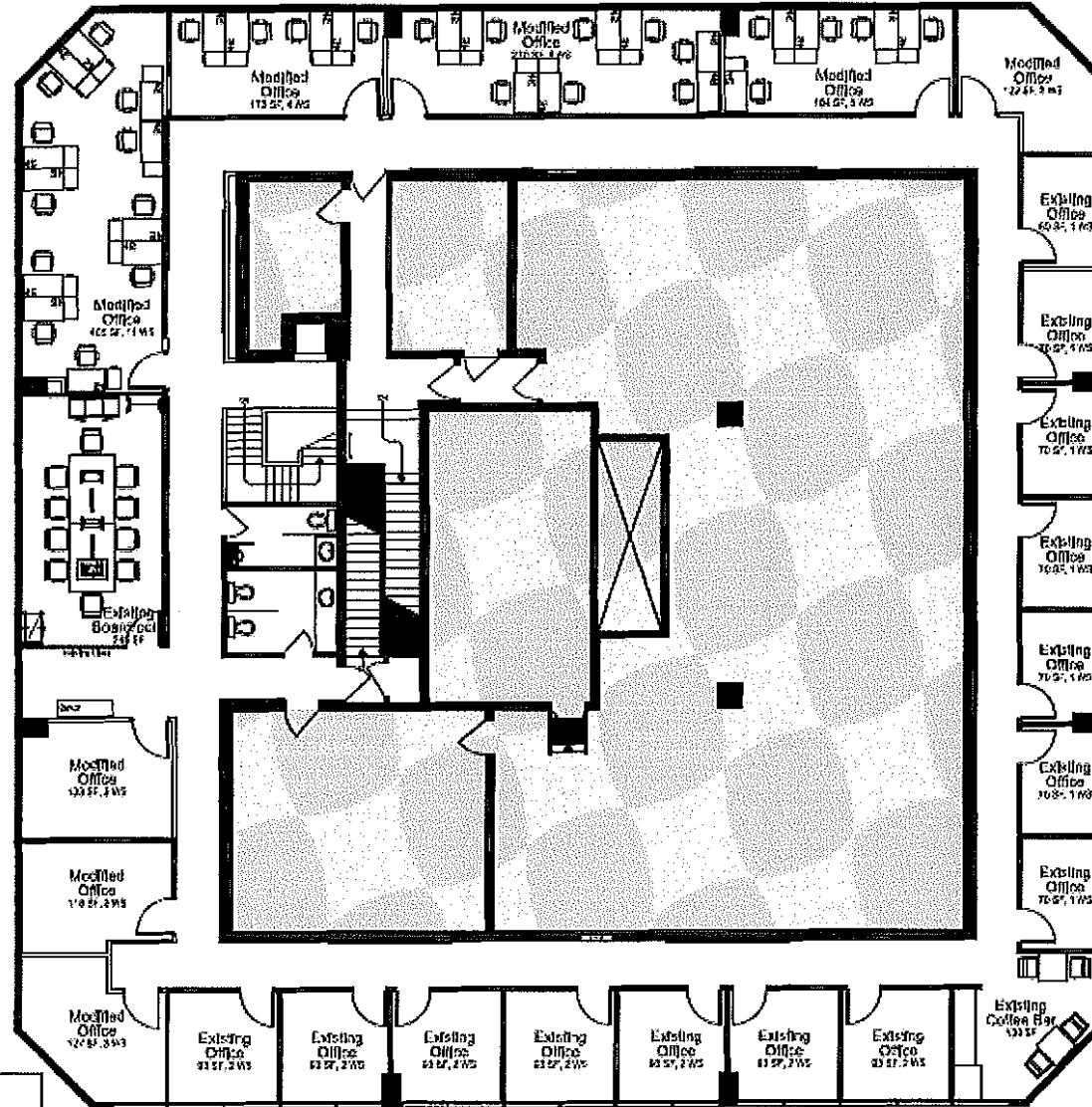
8. FF&E Package. Notwithstanding the provisions of Section 1(b) of this Work Letter, Landlord hereby approves the Final FF&E Package attached hereto as Schedule "C-2".

9. List of Approved Plans: Landlord hereby confirms that it has approved Final Plans and Specifications as evidenced by Tenant's letter to Landlord executed by Landlord on May 4, 2016.

A handwritten signature in black ink, appearing to be initials or a stylized name, located in the bottom right corner of the page.

**SCHEDULE "C-1"
TEST FIT PLANS**

-9-



Location:
10050 112th Street
9th Floor-Suite 904 & 10th Floor-Suite 1003
Edmonton AB T6K 2J1

Summary:
Approx. 7,275 USF
74% Efficiency
1% Business Lounge
25% 1 Workstation Offices (7 Offices)
30% 2 Workstation Offices (8 Offices)
30% 3 Workstation Offices (8 Offices)
5% 4 Workstation Offices (2 Offices)
1% 5 Workstation Offices (1 Office)
5% 6 Workstation Offices (2 Offices)
1% 8 Workstation Offices (1 Office)
1% 11 Workstation Offices (1 Office)
1% Co-Working Offices (1 Office)
(31) Offices
(97) Workstations
(1) Recharge Bar
(1) Boardroom
(1) Existing Coffee Bar
Palette (Contemporary/ Match Existing)

Legend:
Existing Partition
New Partition

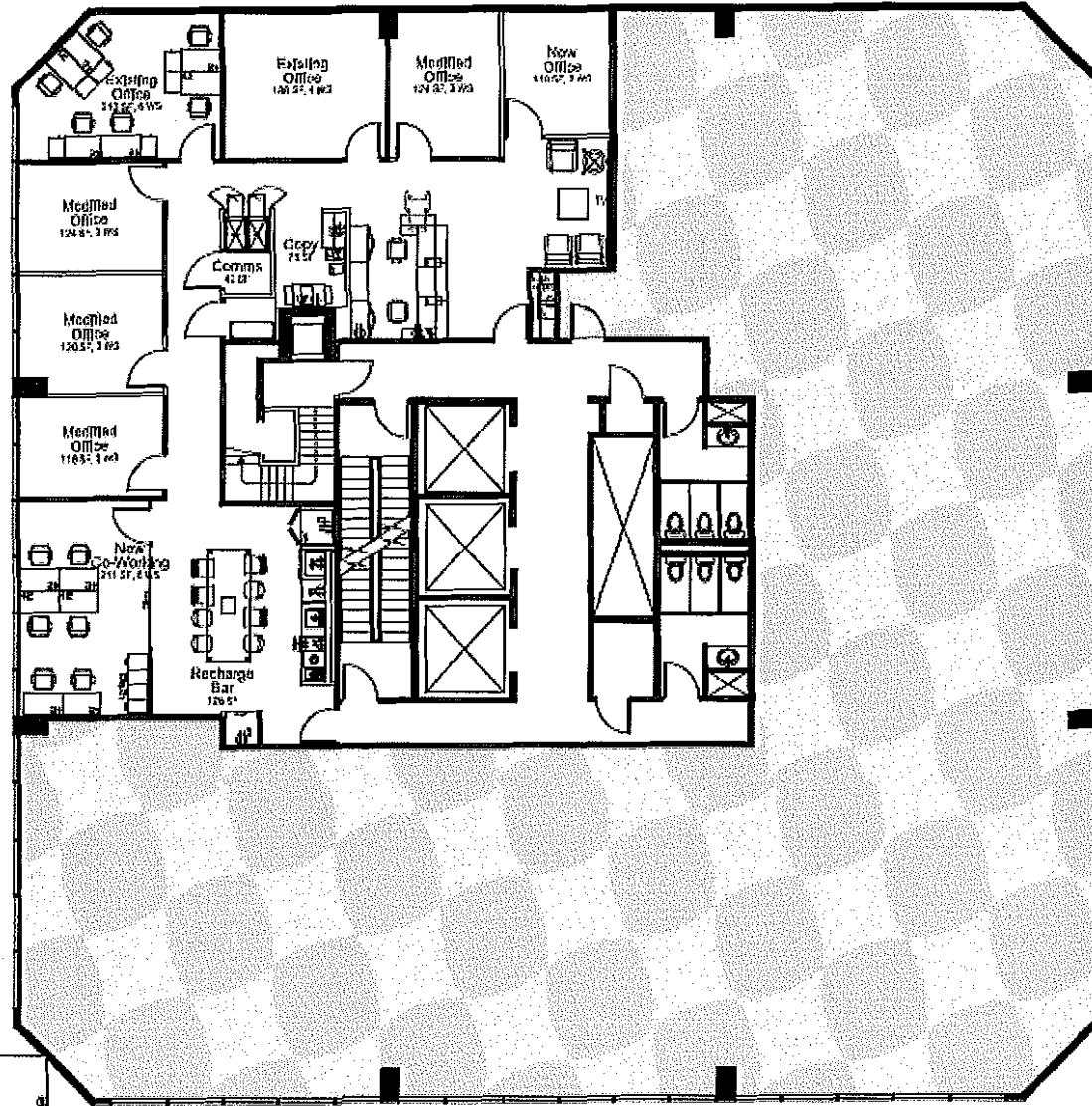


Test-Fit #4 - 10th Floor

10050 112th Street • Edmonton, AB

Scale: N.T.S. DESIGN ASSOCIATES

SCHEDULE "C-1" (Continued)
TEST FIT PLANS



Test-Fit #3 - 9th Floor

10050 112th Street • Edmonton, AB

Scale: N.T.S. DESIGN ASSOCIATES

Location:
10050 112th Street 9th Floor-Suite 304 & 10th Floor-Suite 1003 Edmonton AB T6H 2J1
Summary:
Approx. 7,275 USF
74% Efficiency
1% Business Lounge
25% 1 Workstation Offices (7 Offices)
30% 2 Workstation Offices (8 Offices)
30% 3 Workstation Offices (8 Offices)
5% 4 Workstation Offices (2 Offices)
1% 5 Workstation Offices (1 Offices)
5% 6 Workstation Offices (2 Offices)
1% 8 Workstation Offices (1 Offices)
1% 11 Workstation Offices (1 Offices)
1% Co-Working Offices (1 Offices)
(31) Offices
(87) Workstations
(1) Recharge Bar
(1) Boardroom
(1) Existing Coffee Bar
Palette (Contemporary Match Existing)
Legend:
Existing Partition
New Partition

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SCHEDULE "C-2"
FINAL FF&E PACKAGE

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SCHEDULE C-2

CONSTRUCTION COSTS

Description	Estimate
Total Base Bid	\$ 284,665.00

IT / TELECOM COSTS

Description	Estimate
Equipment	\$ 11,680.00
Phones	\$4,500
Service Fees	\$8,000
Estimated Tax	\$ 809.00
Total IT/Telecom Costs	\$ 24,989.00

FF&E COSTS

Description	Estimate
Furniture	
Workstations	\$ 29,924.00
Co-Working	\$ 4,584.00
Reception	\$ 7,688.00
Meeting Room	\$ 964.00
Lounge	\$ 3,795.00
Outdoor Seating	\$ -
Furniture Subtotal	\$ 46,955.00
Furniture Delivery, Labor, Install	\$ 13,800.00
Artwork/Signage	
Artwork	\$ 8,434.00
Interior Signage	\$ 1,213.00
Exterior Signage (Including Temp. Signage)	
Miscellaneous	
Directory	\$ -
Equipment - Non-IT	\$ 2,630.00
Accessories	\$ -
Office Supplies	\$ 3,600.00
Final Cleaning or Trash Removal	\$ 1,000.00
OTHER	
Estimated FF&E Tax	\$ 1,695.40
FF&E GRAND TOTAL	\$ 79,327.40

Total Project Cost	\$ 388,981.40
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Furniture Worksheet		
Area	Piece	Count
Workstations	Desk 48" x 24"	30
Workstations	Office Chair	35
Workstations	Guest Chair	36
Workstations	Pedestal File	30
Workstations	Rugs/Lamps	1
Co-Working	Ideal Lockers- 15" x 15" per locker cost	3
Co-Working	72" H Locker with Hook	
Co-Working	72" H Locker with shelving	
Co-Working	Bench Desk (6 person) includes chairs, screens and modules	1
Co-Working	Seating - Chair	
Co-Working	Oval Table seating area	
Co-Working	67" H Highback Armless Bench Seat	
Co-Working	41" H Highback Armless Bench Seat	
Reception	120" Reception Desk/Chairs/Laterals/Dolly	1
Reception	96" Reception Desk/Chairs/Laterals/Dolly	
Reception	Reuse Reception Desk- Dolly, Chairs and Laterals ONLY	
Reception	120" W x 20" D x 30" H" Credenza	1
Reception	96" W x 20" D x 30" H" Credenza	
Reception	Wood Bench	1
Reception	Free-standing lateral file 30"	1
Reception	Accent Table- Round or Square	
Reception	Encore Seating Suite Bench 60" W x 22" D x 18" H	
Reception	Wire Racks, Reception Closet (2 and shelf liners)	2
Meeting Room	48" x 48" with Chairs (seats 4)	
Meeting Room	54" x 54" with Chairs (seats 4)	
Meeting Room	60" x 60" with Chairs (seats 4)	
Meeting Room	96" x 42" with Chairs (seats 6)	
Meeting Room	120" x 48" with Chairs (seats 8)	
Meeting Room	144" x 48" with Chairs (seats 10)	
Meeting Room	168" x 48" with Chairs (seats 12)	
Meeting Room	Credenza	
Meeting Room	Wall Mounted Coat Rack- 2 per 5-10 ppl meeting room	2
Meeting Room	Wooden Easel	1
Meeting Room	Trend Austin Refreshment Cart	1
Meeting Room	Coat Rack	1
Meeting Room	Additional 9to5 Vesta Conference Chair	
Lounge	Couch	
Lounge	Accent Table- Round or Square	
Lounge	Seating- Chair	1
Lounge	Love Seat	
Lounge	Coffee Table	
Lounge	Floor Lamp	1
Lounge	Table Lamp	
Lounge	Wood Bookcase	
Lounge	Wood and Iron Bookcase	
Lounge	30" Community Table and Chairs - 3 Person	
Lounge	30" Community Table and Chairs - 4 Person	
Lounge	30" Community Table and Chairs - 5 Person	
Lounge	30" Community Table and Chairs - 6 Person	
Lounge	30" Community Table with Chairs - 7 person	
Lounge	48" Community Table and Chairs - 6 Person	
Lounge	48" Community Table and Chairs - 8 Person	
Lounge	48" Community Table and Chairs - 10 Person	
Lounge	48" Community Table with Chairs - 12 Person	
Lounge	48" Community Table Chairs - 14 Person	
Lounge	Wall Mounted Storage Boxes (set of 2)	1
Lounge	Table and Chairs (seats of 4)	2
Outdoor Seating	Alfresco Chair	
Outdoor Seating	Alfresco Chair w/cushion	
Outdoor Seating	Afresco Café Table 35" x 35" x 29"	
Outdoor Seating	CB90 Bisto Table 27.5" Dia	
Outdoor Seating	Industry Chair	
Outdoor Seating	Alfresco Grey Dining Table	
Outdoor Seating	Alfresco Dining Bench	
Total		

Other Items (No changes needed on this page for 2 Star projects)

Type	Area	Vendor	Item Description	NCO / Shared Number of
Office Supplies	Reception	Staples	Easel Pads (set of 4)	1
Office Supplies	Reception	Staples	Ballpoint Pens - Red (12 per pack)	1
Office Supplies	Reception	Staples	Ballpoint Pens - Black (12 per pack)	1
Office Supplies	Reception	Staples	Ballpoint Pens - Blue (12 per pack)	8
Office Supplies	Reception	Staples	Permanent Markers - Black (12 per pack)	1
Office Supplies	Reception	Staples	Highlighters - Assort (6 per pack)	2
Office Supplies	Reception	Staples	Pencils (72 per pack)	1
Office Supplies	Reception	Staples	Stainless Steel Scissors (3 per pack)	2
Office Supplies	Reception	Staples	Steno Notebooks (12 per pack)	1
Office Supplies	Reception	Staples	Binding Covers - Black Leather Texture (50 per pack)	1
Office Supplies	Reception	Staples	Binding Covers - Clear (25 per pack)	2
Office Supplies	Reception	Staples	Binding Combs - 1-20 Sheet Capacity (100 per box)	1
Office Supplies	Reception	Staples	Binding Combs - 21-40 Sheet Capacity (100 per box)	1
Office Supplies	Reception	Staples	Binding Machine	1
Office Supplies	Reception	Staples	Correction Tape (2 per pack)	2
Office Supplies	Reception	Staples	2" White 3-Ring Binder	1
Office Supplies	Reception	Staples	1/2" White 3-Ring Binder	1
Office Supplies	Reception	Staples	Bottled Water (24 per pack)	4
Office Supplies	Reception	Staples	Self-Adhesive Laminating Sheets (50 per pack)	1
Office Supplies	Reception	Staples	Top-Loading Sheet Protectors (100 per box)	1
Office Supplies	Reception	Staples	Two-Way Radios (set of 2)	1
Office Supplies	Reception	Staples	Candy (24oz bags)	4
Office Supplies	Reception	Staples	Top-Tab Light Blue Partition Folders - Letter Size (20 per box)	2
Office Supplies	Reception	Staples	Top-Tab Manila File Folders - Letter Size (100 per box)	1
Office Supplies	Reception	Staples	Top-Tab Manila File Folders - Legal Size (100 per box)	1
Office Supplies	Reception	Staples	Hanging File Folders - Letter Size (25 per box)	2
Office Supplies	Reception	Staples	Hanging File Folders - Legal Size (25 per box)	1
Office Supplies	Reception	Staples	Poly View Folders - Letter Size (6 per pack)	1
Office Supplies	Reception	Staples	Clear Tote with Lid - 3 Gallon	16
Office Supplies	Reception	Staples	Tote n Go case with Lid	1
Office Supplies	Reception	Staples	Mini 1" Binder	1
Office Supplies	Reception	Staples	First Aid Kit	1
Office Supplies	Reception	Staples	Flashlight	1
Office Supplies	Reception	Staples	Orange Safety Vest	2
Office Supplies	Reception	Staples	Might Movers Furniture Disc Sliders (4 per pack)	2
Office Supplies	Reception	Staples	8-Digit Display Calculator	3
Office Supplies	Reception	Staples	Mouse Pad	3
Office Supplies	Reception	Staples	Black Plastic Clipboards (2 per pack)	1
Office Supplies	Reception	Staples	Kleenex Tissues (3 boxes per pack)	1
Office Supplies	Reception	Staples	Post-It Notes - 3" x 3" yellow (12 per pack)	1
Office Supplies	Reception	Staples	Medium Binder Clips (12 per pack)	6
Office Supplies	Reception	Staples	Rubber Bands - Assort Sizes (1lb box)	1
Office Supplies	Reception	Staples	Paper Clips (100 per box)	10
Office Supplies	Reception	Staples	Jumbo Paper Clips (1000 per pack)	1
Office Supplies	Reception	Staples	Stapler Value Pack	4
Office Supplies	Reception	Staples	Letter Opener (2 per pack)	2
Office Supplies	Reception	Staples	Packing Tape & Dispenser (2 rolls per kit)	1
Office Supplies	Reception	Staples	Invisible Tape (6 per pack)	1
Office Supplies	Reception	Staples	Tape Dispenser	2

Office Supplies	Reception	Staples	Scotch Mounting Double-Sided Tape	1
Office Supplies	Reception	Staples	Whiteboard Cleaner	2
Office Supplies	Reception	Staples	Mesh Deep Drawer Organizer	2
Office Supplies	Reception	Staples	Key Cabinet - 110 Key Capacity	2
Office Supplies	Reception	Staples	Avery Round Rim Key Tags (50 per pack)	1
Office Supplies	Reception	Staples	Safeco Hand Truck, Steel	1
Office Supplies	Reception	Staples	Mail Cart, Chrome	1
Office Supplies	Reception	Staples	Home/Office Tool Kit	1
Office Supplies	Reception	Staples	AAA Battery	12
Office Supplies	Reception	Staples	AA Batteries (24 per pack)	1
Office Supplies	Reception	Staples	D Batteries (12 per pack)	1
Office Supplies	Reception	Staples	57 Watt Light Bulbs (4 per pack)	2
Office Supplies	Reception	Staples	Retractable Utility Knife	4
Office Supplies	Reception	Staples	6-Outlet Power Strip	4
Office Supplies	Reception	Staples	Plastic Ruler - 12"	3
Office Supplies	Reception	Staples	3-Hole Punch	1
Office Supplies	Reception	Staples	2-Hole Punch	1
Office Supplies	Reception	Staples	Mesh Wastebasket - Round 5 Gallons, Black	2
Office Supplies	Reception	Staples	Clear Standup Sign Holder	2
Office Supplies	Reception	Staples	3 Drawer Plastic Cubbies	4
Office Supplies	Reception	Staples	Label Maker Tape (2 per pack)	1
Office Supplies	Reception	Staples	Brother Label Maker	1
Office Supplies	Reception	Staples	Hand Held Vacuum	1
Office Supplies	Lounge	Staples	Mesh Wastebasket - Round 5 Gallons, Black	2
Office Supplies	Service Pantry	Staples	Napkins (400 per pack)	1
Office Supplies	Service Pantry	Staples	Clear Tote with Lid - 3 Gallon	5
Office Supplies	Service Pantry	Staples	Copy Paper - Letter Size (5000 Sheets)	1
Office Supplies	Service Pantry	Staples	Copy Paper - Legal Size (5000 Sheets)	1
Office Supplies	Service Pantry	Staples	Paper Towels (15 rolls per box)	1
Office Supplies	Service Pantry	Staples	Recycling Slim Jim Container	1
Office Supplies	Service Pantry	Staples	Cross Cut Shredder - 15-Sheet Capacity	1
Office Supplies	Service Pantry	Staples	Windex Cleaner - 32oz	2
Office Supplies	Service Pantry	Staples	Scotch-Brite Sponges (3 per pack)	1
Office Supplies	Service Pantry	Staples	409 All Purpose Cleaner - 32oz	2
Office Supplies	Service Pantry	Staples	Seventh Generation Free & Clear Dish Detergent 45 Oz	2
Office Supplies	Service Pantry	Staples	Simple Green All Purpose Cleaner - 24oz	1
Office Supplies	Service Pantry	Staples	Electric Pencil Sharpener	1
Office Supplies	Service Pantry	Staples	Rotary Desk Caddy	1
Office Supplies	Service Pantry	Staples	Heavy Duty 3-Hole Punch	1
Office Supplies	Service Pantry	Staples	Heavy Duty Rotary Paper Trimmer	1
Office Supplies	Service Pantry	Staples	Angled Broom	1
Office Supplies	Service Pantry	Staples	Heavy Duty Dust Pan	1
Office Supplies	Service Pantry	Staples	Antibacterial Hand Soap Refill - 1 Gallon	1
Office Supplies	Service Pantry	Staples	Can Liners - 30 Gallon (100 per box)	1
Office Supplies	Service Pantry	Staples	509 Gone Adhesive Remover - 12oz	1
Office Supplies	Service Pantry	Staples	Palmolive Dish Detergent - 25oz	1
Office Supplies	Service Pantry	Staples	Glorox Disinfecting Wipes (35 Wipes per pack)	3
Office Supplies	Service Pantry	Staples	Easy Fold 2-Step Step Stool	1
Office Supplies	Service Pantry	Staples	Aluminum Poster Frame, Black	2
Office Supplies	Service Pantry	Staples	Staples® Plastic Snap Case, Medium, Clear, 4"H	10
Office Supplies	Welcome Suite	Staples	Mesh Wastebasket - Round 5 Gallon, Black	1
Office Supplies	Welcome Suite	Staples	Aluminum Poster Frame, Black	3
Office Supplies	Boardroom	Staples	Sharpie Flip Chart Markers - Assort (8 per pack)	1
Office Supplies	Boardroom	Staples	Dry Erase Marker and Eraser Set	1

Office Supplies	Boardroom	Staples	Mesh Letter Tray	1
Office Supplies	Boardroom	Staples	Clear Standup Sign Holder	1
Office Supplies	Boardroom	Staples	Whiteboard Cleaner	1
Office Supplies	VC Studio	Staples	Sharpie Flip Chart Markers - Assort (8 per pack)	1
Office Supplies	VC Studio	Staples	Dry Erase Marker and Eraser Set	1
Office Supplies	VC Studio	Staples	Mesh Letter Tray	1
Office Supplies	VC Studio	Staples	Clear Standup Sign Holder	1
Office Supplies	VC Studio	Staples	Whiteboard Cleaner	1
Office Supplies	VC Studio	Staples	Mesh Wastebasket - Round 5 Gallon, Black	1
Office Supplies	Meeting Room	Staples	Sharpie Flip Chart Markers - Assort (8 per pack)	1
Office Supplies	Meeting Room	Staples	Dry Erase Marker and Eraser Set	1
Office Supplies	Meeting Room	Staples	Mesh Letter Tray	1
Office Supplies	Meeting Room	Staples	Clear Standup Sign Holder	1
Office Supplies	Meeting Room	Staples	Whiteboard Cleaner	1
Office Supplies	Meeting Room	Staples	Mesh Wastebasket - Round 5 Gallon, Black	1
Office Supplies	Comms	Staples	4 Drawer File Box Plastic Organizer	1
Office Supplies	Office	Staples	Soft Molded Wastebasket - Black 7 Gallon	50
Office Supplies	Office	Staples	Clear Standup Sign Holder	5
Office Supplies	Office	Staples	Mesh Letter Tray	7
Office Supplies	Office	Staples	Mesh Pencil Cup	5
Accessories	General	Z Gallerie/Grate and Barrel/Cases and Misc Accessories		0
Interior Signage	Building	Lassiter	Interior Signage	0
Exterior Signage	Building	Jones	Growp	0
Exterior Signage	Building	Jones	Eyebrow	0
Exterior Signage	Building	Jones	Monument	0
Exterior Signage	Building	Jones	Blade	0
Exterior Signage	Building	Jones	Parking	0
Exterior Signage	Building	Jones	Pylon	0
Exterior Signage/Temp	Building	Jones	In Ground	0
Exterior Signage/Temp	Building	Jones	Clings	0
Exterior Signage/Temp	Building	Jones	Rider	0
Exterior Signage/Temp	Building	Jones	Banner	0
Directory	Building	TouchSource	Building Lobby Directory	0
Artwork	General	GC	Art Install - Labor	0
Artwork	General	RAO	Art Pieces and Accessories	1
Equipment - Non-IT	Reception	Lodging Kit, Inc.	Check Spindles for Query Slips	2
Equipment - Non-IT	Reception	Stamps.com	Stamps.com Printer/Scale	1
Equipment - Non-IT	Service Pantry	Royal Cup	Flavia Coffee Machine	1
Equipment - Non-IT	Service Pantry	Royal Cup	Flavia Coffee/Tea Sachets - 1 case of each	1
Equipment - Non-IT	Service Pantry	Royal Cup	Coffee Creamer 120 Ct. & Sugar 2000 ct. & Splenda 2000 ct	1
Equipment - Non-IT	Service Pantry	Lodging Kit, Inc.	White Ceramic Coffee Mugs (Per Dozen)	3
Equipment - Non-IT	Service Pantry	Lodging Kit, Inc.	Stainless Steel Serving Tray - 14" Round	2
Equipment - Non-IT	Service Pantry	Lodging Kit, Inc.	Glassware - 14oz (Per Dozen)	3
Equipment - Non-IT	Service Pantry	Bed Bath and Beyond	3-Piece Starter Knife Set	1
Equipment - Non-IT	Service Pantry	Bed Bath and Beyond	Duster & Microfiber Rags	1
Equipment - Non-IT	Service Pantry	Bed Bath and Beyond	Salt & Pepper Shaker	1
Equipment - Non-IT	Service Pantry	Bed Bath and Beyond	Sink Caddy	1
Equipment - Non-IT	Service Pantry	Bed Bath and Beyond	Catering Items (Corkscrew, Serving Utensils, Can Opener)	1
Equipment - Non-IT	Service Pantry	Bed Bath and Beyond	Paper Towel Holder	1
Equipment - Non-IT	Service Pantry	Bed Bath and Beyond	Soap Pump	1
Equipment - Non-IT	Service Pantry	Bed Bath and Beyond	Cutlery Trays	2
Equipment - Non-IT	Service Pantry	Bed Bath and Beyond	Black Wall Clock	1
Equipment - Non-IT	Service Pantry	Royal Cup	Thermal Coffee Brewer (including carafes, filters, and product)	1
Equipment - Non-IT	Service Pantry	Lodging Kit, Inc.	Dinner Plates (Per Dozen)	2

Equipment - Non-IT	Service Pantry	Lodging Kit, Inc.	Salad Plates (Per Dozen)	2
Equipment - Non-IT	Service Pantry	Lodging Kit, Inc.	Soup Bowls (Per Dozen)	2
Equipment - Non-IT	Service Pantry	Lodging Kit, Inc.	Tea Spoons (Per Dozen)	4
Equipment - Non-IT	Service Pantry	Lodging Kit, Inc.	Dinner Forks (Per Dozen)	3
Equipment - Non-IT	Service Pantry	Lodging Kit, Inc.	Knives (Per Dozen)	1
Equipment - Non-IT	Service Pantry	Lodging Kit, Inc.	Glass Water Pitcher	1
Equipment - Non-IT	Boardroom	Lodging Kit, Inc.	Stainless Steel Ice Bucket w/ Tongs	2
Equipment - Non-IT	Boardroom	Lodging Kit, Inc.	Stainless Steel Serving Tray - 14" Round	1
Equipment - Non-IT	Boardroom	Lodging Kit, Inc.	Blue Glassware - 17oz (Per Dozen)	1
Equipment - Non-IT	Boardroom	Lodging Kit, Inc.	Saucer (Per Dozen)	1
Equipment - Non-IT	Boardroom	Lodging Kit, Inc.	Square Coffee Cup (Per Dozen)	1
Equipment - Non-IT	Boardroom	Amazon.com	Silver Wall Clock	1
Equipment - Non-IT	Boardroom	Bed Bath and Beyond	30 Liter Trash Bin	1
Equipment - Non-IT	Boardroom	Crate and Barrel	Rectangular White Platter for Catering Cart	1
Equipment - Non-IT	Boardroom	CB2	Mod 3 Piece Server	1
Equipment - Non-IT	VC Studio	Lodging Kit, Inc.	Stainless Steel Ice Bucket w/ Tongs	2
Equipment - Non-IT	VC Studio	Lodging Kit, Inc.	Stainless Steel Serving Tray - 14" Round	1
Equipment - Non-IT	VC Studio	Lodging Kit, Inc.	Blue Glassware - 17oz (Per Dozen)	1
Equipment - Non-IT	VC Studio	Amazon.com	Silver Wall Clock	1
Total				

SCHEDULE "D"
RULES AND REGULATIONS

1. The Tenant shall not place or permit to be placed or left in or upon any part of the Building or Project outside of the Leased Premises, or in or upon any part of the Building of which the Leased Premises form a part, any debris or refuse.

2. The Landlord shall permit the Tenant and the Tenant's employees and all persons lawfully requiring communication with them to have the use during Normal Business Hours in common with others entitled thereto of the main entrance and the stairways, corridors, elevators or other mechanical means of access leading to the Leased Premises. At times other than during Normal Business Hours the Tenant and the employees of the Tenant and persons lawfully requiring communication with the Tenant shall have access to the Building and to the Leased Premises only in accordance with the Rules and Regulations.

3. The Landlord shall permit the Tenant and the employees of the Tenant in common with others entitled thereto, to use the washrooms on the floor of the Building on which the Leased Premises are situated or, in lieu thereof, those washrooms designated by the Landlord, save and except when the general water supply may be turned off from the public main or at such other times when repair and maintenance undertaken by the Landlord shall necessitate the non-use of the facilities.

4. The sidewalks, entries, passages, escalators, elevators and staircases shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than ingress to and egress from the offices. The Landlord reserves entire control of all parts of the Building employed for the common benefit of the tenants and without restricting the generality of the foregoing, the sidewalks, entries, corridors and passages not within the Leased Premises, washrooms, lavatories, air-conditioning closets, fan rooms, janitor's closets, electrical closets and other closets, stairs, escalators, elevator shafts, flues, stacks, pipe shafts and ducts and shall have the right to place such signs and appliances therein, as it may deemed advisable, provided that ingress to and egress from the Leased Premises is not unduly impaired thereby.

5. The Tenant, its agents, servants, contractors, invitees or employees, shall not bring in or take out, position, construct, install or move any safe, business machinery or other heavy machinery or equipment or anything liable to injure or destroy any part of the Building or Project without first obtaining the consent in writing of the Landlord. In giving such consent, the Landlord shall have the right in its sole discretion, to prescribe the weight permitted and the position thereof, and the use and design of planks, skids, or platforms, to distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or other office equipment or furniture shall be repaired at the expense of the Tenant. The moving of all heavy equipment or other office equipment or furniture shall occur only by prior arrangement with the Landlord. No Tenant shall employ anyone to do its moving in the Building other than the staff of the Building, unless permission to employ anyone else is given by the Landlord and the reasonable cost of such moving shall be paid by the Tenant. Safes and other heavy office equipment and machinery shall be moved through the halls and corridors only upon steel bearing plates. No freight or bulky matter of any description will be received into the Building or carried in the elevators except during hours approved by the Landlord.

Initials	
Landlord <i>BW</i>	Tenant <i>[Signature]</i>

6. The Tenant shall not place or cause to be placed any additional locks upon any doors of the Leased Premises without the approval of the Landlord and subject to any conditions imposed by the Landlord. Two keys shall be supplied to the Landlord for each entrance door to the Leased Premises and all locks shall be standard to permit access to the Landlord's master key. If additional keys are requested, they must be paid for by the Tenant.
7. The water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting by misuse shall be borne by the Tenant by whom or by whose agents, servants, or employees the same is caused. The Tenant shall not let the water run unless it is in actual use, and shall not deface or mark any part of the Building, or drive nails, spikes, hooks, or screws into the walls or woodwork of the Building.
8. The Tenant shall not do or permit anything to be done in the Leased Premises, or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the said Building or on property kept therein, or obstruct or interfere with the rights of other tenants or in any way injure or annoy them or the Landlord, or violate or act at variance with the laws relating to fires or with the regulations of the Fire Department, or with any insurance upon said Building or any part thereof, or violate or act in conflict with any of the rules and ordinances issued under the *Public Health Act* (Alberta).
9. No one shall use the Leased Premises for sleeping apartments or residential purposes, or for the storage of personal effects or articles other than those required for business purposes.
10. The Tenant shall permit window cleaners to clean the windows of the Leased Premises during Normal Business Hours and outside of Normal Business Hours.
11. Canvassing, soliciting and peddling in or about the Building and in the parking area are prohibited.
12. The Tenant shall not receive or ship articles of any kind except through facilities, and designated doors and at hours designated by the Landlord and under the supervision of the Landlord.
13. It shall be the duty of the respective tenants to assist and co-operate with the Landlord in preventing injury to the premises demised to them respectively.
14. No inflammable oils or other inflammable, dangerous or explosive materials save those approved in writing by the Landlord's insurers shall be kept or permitted to be kept in the Leased Premises.
15. No bicycles or other vehicles shall be brought within the Building or the Project without the consent of the Landlord.
16. No animals or birds shall be brought into the Building without the consent of the Landlord.
17. If the Tenant desires telegraphic or telephonic connections, the Landlord will direct the electricians as to where and how the wires are to be introduced, and without such directions no boring or cutting for wires will be permitted. No gas pipe or electric wire will be permitted which has not been ordered or authorized by the Landlord. No outside radio or television aerials shall be allowed on the Leased Premises without authorization in writing by the Landlord.
18. The Tenant shall not cover or obstruct any of the skylights and windows that reflect or admit light into any part of the Building except for the proper use of blinds and drapes approved by Landlord.



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19. Any hand trucks, carryalls, or similar appliances used in the Building with the consent of the Landlord, shall be equipped with rubber tires, slide guards and such other safeguards as the Landlord shall require.

20. The Tenant shall not permit undue accumulations of garbage, trash, rubbish or other refuse within or without the Leased Premises or cause or permit objectionable odors or noise to emanate or be dispelled from the Leased Premises.

21. The Tenant shall not place or maintain any supplies or other articles in any vestibule or entry of the Leased Premises, on the footwalks adjacent thereto or elsewhere on the exterior of the Leased Premises or the Building.

22. The Landlord shall have the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needful for the safety, security, care and cleanliness of the Building, and for the preservation of good order therein, and the same shall be kept and observed by the Tenants, their clerks and servants.

23. The Tenant agrees to the foregoing Rules and Regulations, which are hereby made a part of this Lease, and agrees that for such persistent infraction of them, or any of them, as may in the opinion of the Landlord be calculated to annoy or disturb the quiet enjoyment of any other tenant, or for gross misconduct upon the part of the tenant, or any one under it, the Landlord may declare a forfeiture and cancellation of the accompanying Lease and may demand possession of the Leased Premises upon five (5) days notice.

24. The Tenant shall not permit smoking of any kind in the Leased Premises or the Building.

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SCHEDULE "E"
SPECIAL PROVISIONS

1.0 PARKING

During the Term, Landlord shall provide, and Tenant, its employees, clients, licensees and invitees shall have the non-exclusive right to use and access Twenty (20) unreserved, underground, parking spaces as designated by the Landlord from time to time ("Parking Spaces") located in the parking facilities of the Building, in accordance with the conditions of use in effect from time to time in respect of such Parking Spaces as determined by the Landlord.

The Tenant agrees to pay to the Landlord the prevailing license rate(s) from time to time for the Parking Spaces, which rates are currently equal to Two Hundred Dollars (\$200.00) per month per unreserved, underground, parking space plus Service Taxes, payable in advance, on the first day of each and every month of the Term.



The Tenant shall abide by all rules and regulations and all conditions respecting the use of the Parking Spaces.

2.0 OPTION TO EXTEND

A) Provided that the Tenant is not in material default or in financial default under the terms of this Lease beyond any applicable cure period, then the Tenant shall have the option to extend the tenancy on an "as is" basis (excluding any free rent allowance, fixturing period, Tenant improvement allowance, Landlord's Work or any other incentive or inducements) for a further one (1) term of ten (10) years (the "Extension Term"). The option shall only be exercised by the Tenant giving to the Landlord written notice requesting an extension, all not more than eighteen (18) months and not less than twelve (12) months prior to the date of expiry of this Lease.

Within thirty (30) days of receiving the Tenant's written request for an extension the Landlord shall, in its sole discretion, confirm in writing to the Tenant (which confirmation shall bind the Tenant without need for any further action to be taken on the Tenant's part) that the lease for the Extension Term shall be either:

1. on the same terms and conditions as this Lease (except for the payment of the Allowance or any other tenant inducements); or
2. shall be on a fully net basis and Tenant shall pay in lieu of Profit Share Rent and in accordance with the terms of Landlord's then current standard form net lease for the Building, Tenant's Pro Rata Share of Operating Cost Recovery and Taxes, all other Additional Rent and minimum rent, which minimum rent shall be "Current Market Rent" as determined by agreement between Landlord and Tenant not later than three (3) months after the date on which the Landlord receives the notice to extend and failing such agreement subject to arbitration as set out in the paragraph 2.0B) below. "Current Market Rent" shall mean a rent which would be paid as between the Landlord and a willing tenant dealing at arm's length for premises reasonably comparable to the Leased Premises,

Initials	
Landlord	Tenant
	

provided however:

3. in the event that that minimum rent payable during the Extension Term is based on Current Market Rent, the Radius Restriction shall cease and not apply for the Extension Term; and
 4. the amount of the annual minimum rent payable by Tenant during the Extension Term, if applicable, shall not be less than the amount of Profit Share Rent payable by Tenant during the twelve (12) month period immediately preceding the expiration of the Lease.
- B) Where the parties have not agreed on the Current Market Rent payable for the Extension Term in accordance with the foregoing provisions not later than three (3) months after the date on which the Landlord receives the notice to extend, the matter shall be determined by arbitration as follows:
1. Arbitration proceedings shall be commenced by Tenant or Landlord giving the Notice to the other. If, within ten (10) days of the Notice to Landlord, the parties are unable to agree on a single arbitrator, (which arbitrator must be a qualified real estate appraiser with at least ten (10) years' experience in a recognized firm and must have expertise in respect of such matters) for purposes of determining the rental rate, then either party may make an application to the Court of Queen's Bench of Alberta for the appointment of such arbitrator pursuant to the *Arbitration Act* (Alberta);
 2. Within ten (10) days of the appointment of the sole arbitrator, the Landlord and the Tenant shall each submit to such arbitrator (by sealed envelope to be opened and communicated by said arbitrator after the receipt of the envelopes of both parties), one (1) amount which they consider to be the appropriate market rental rate payable for the Extension Term. The arbitrator shall thereupon proceed to hear the submissions of the parties relating to their respective suggested Current Market Rent and shall render a decision within thirty (30) days after completion of the hearings on the matter, which hearings shall not extend beyond thirty (30) days of the opening of the bids. The arbitrator shall select either the Landlord's or the Tenant's submitted rate (and no other) which he considers to be closest to the Current Market Rent for the Extension Term. The decision of the arbitrator shall be final and binding upon the parties and shall not be subject to appeal. The costs of the arbitration shall be assumed equally by the Landlord and the Tenant, provided however that each party shall bear its own witness and counsel fees. Should only one (1) party file in the prescribed form and manner its suggested amount, the market rental rate for the Extension Term will automatically and for all purposes be conclusively determined to be such suggested amount and shall be binding upon both parties and the arbitration will be terminated.
 3. If a decision is rendered after the commencement of the Extension Term, the rental payable by the Tenant as determined by the arbitrator shall be retroactive to the commencement date of the Extension Term. Tenant shall continue paying the existing Rent until the new rental rate is determined. Within ten (10) days of the decision, the parties shall make the appropriate adjustments between them, with the sums so adjusted bearing interest at the prime rate quoted by Landlord's principal bankers for commercial demand loans in Canadian dollars, plus two percent (2%).

3.0 EXCLUSIVE USE

- A) Provided that the Tenant is RGN ALBERTA XII LIMITED PARTNERSHIP, and provided that the Tenant or Indemnifier is not in default under the terms of this

Lease beyond any applicable notice and cure periods or under the terms of the Indemnity Agreement, as applicable, the Landlord (including its affiliates, agents and contractors) shall not, during the Term, lease any other premises in the Building on a direct, head lease basis to a tenant whose primary business is operating a "business centre", defined as any organization in the business of providing shared office facilities, including boardrooms and telecommunications services, to third party individual or corporate clients. The Landlord agrees that during the Term it will not enter into any new leases from and after the Commencement Date with any person or company of any fully demised office space in the Building which has: (i) a floor area of less than 500 square feet; and (ii) a term of less than two (2) years (including any extension or renewal thereof).

- B) Notwithstanding the foregoing, the Tenant acknowledges that the foregoing exclusive shall not apply to any tenant in the Building existing as at the date this Lease is executed and delivered by the parties, for the uses currently permitted under each such tenants' lease, subject to the proviso that the Landlord will not agree to alter any uses permitted under each such lease (whether for purposes of assignment, subletting or otherwise) if such alteration would permit such tenant to use its premises for a use prohibited by the foregoing. Nothing herein shall prejudice Landlord's right to consent to a requested transfer by any other tenant of the Building, or in any way prejudice any other tenants' transfer rights. Moreover, nothing herein shall prejudice the ability of Landlord to provide for the use of office facilities, including boardrooms and telecommunication services, to tenants and other Building users generally as part of the Building's common areas, or otherwise.

4.0 RADIUS RESTRICTION

During the Term, the Tenant or any affiliate of the Tenant or the Indemnifier may not open a new executive suites or similar business centre in a Class A office building of similar quality to the Building within the 124th Street District as shown outlined in bold on the plan attached hereto at Schedule "B-1" (the "**Radius Restriction**") for a period of two (2) years from the Commencement Date. Landlord and Tenant agree that the foregoing Radius Restriction shall terminate on the earlier of (i) two years after the Commencement Date; or (ii) Tenant achieving a minimum 60% occupancy in the Leased Premises for three (3) consecutive months. The foregoing Radius Restriction shall not prohibit (i) acquisition (via asset purchase or stock purchase or otherwise) and operation of an existing executive suites or similar business centre (including renewals and extensions of the lease(s) for such centre(s)) as long as it was in place prior to Tenant's operation of a business centre from the Leased Premises; (ii) ownership of a building in which an executive suites or similar business centre is operated; or (iii) ownership or operation of any existing executive suites or similar business centre (including renewals and extensions of the lease(s) for such centre(s)) owned and operated by Tenant as of the date of this Lease.

5.0 AUDIT RIGHTS

Landlord should keep accurate and separate books of account covering Operating Costs and Taxes. Tenant, within one year after receiving Landlord's statement of Operating Costs and Taxes as set in Section 4.02, may give Landlord written notice ("**Review Notice**") that Tenant intends to review Landlord's records of the Operating Costs and Taxes for that calendar year to which the statement applies. Within a reasonable time after receipt of the Review Notice, Landlord shall make all pertinent records available for inspection that are reasonably necessary for Tenant to conduct its review. If any records are maintained at a location other than the management office for the Building, Tenant may either inspect the records at such other location or pay for the reasonable cost of copying and shipping the records. In addition, Landlord shall provide copies of real estate

tax assessments and Tax bills and applicable Operating Cost back-up, promptly upon Tenant's reasonable request therefor. If Tenant retains an agent to review Landlord's records, the agent must be with a certified public accounting firm licensed to do business in the Province of Alberta and must not be engaged by the Tenant on a contingency basis. Tenant shall be solely responsible for all costs, expenses and fees incurred for the audit. The records obtained by Tenant shall be treated as confidential in accordance with Paragraph 6.0 of this **Schedule "E"**. If Tenant's examination accurately discloses an underpayment of Tenant's Pro Rata Share of Operating Costs or Taxes, Tenant shall promptly pay to Landlord the amount of the underpayment. If Tenant's examination accurately discloses an overpayment of Tenant's Pro Rata Share of Operating Costs or Taxes, Landlord shall promptly pay to Tenant the amount of the overpayment. Should Tenant's examination reveal that Tenant's Pro Rata Share of Operating Costs or Taxes was overstated by more than 5%, Landlord shall pay to Tenant its reasonable costs incurred in connection with such examination. This Paragraph shall survive the expiration or earlier termination of this Lease.

6.0 CONFIDENTIALITY

Tenant shall treat as confidential and shall not disclose any proprietary information in the records of Landlord obtained by Tenant pursuant to Paragraph 5.0 of this **Schedule "E"** ("collectively "**Landlord Information**") to anyone other than persons within Tenant's organization or advisors who have a need to know in the course of the performance of their duties analyzing or evaluating the Landlord Information, and Tenant shall cause persons in its organization or advisors to keep the Landlord Information in strict confidence. This Paragraph does not apply to Landlord Information that (i) was in the public domain at the time of communication to Tenant; (ii) becomes known to Tenant through disclosure by sources other than Landlord having the legal right to disclose such Landlord Information; (iii) is independently acquired or developed by Tenant; or (iv) is required to be disclosed by Tenant to comply with applicable Laws; provided that Tenant provides prior written notice to Landlord and takes reasonable actions to minimize the extent of disclosure. This provision shall survive expiration or earlier termination of the Lease.

7.0 LICENSING OF SPACE TO CLIENTS OF TENANT

Landlord acknowledges that the nature of a business centre is one of short term or temporary office premises and support services made available to the Tenant's clients (the "**Licensee**"). Notwithstanding anything contained in this Lease to the contrary and provided Tenant is RGN ALBERTA XII LIMITED PARTNERSHIP, Tenant may enter into licence agreements permitting the use of parts of the Leased Premises without the Landlord's prior written consent and such agreements shall not be considered an assignment or sublease pursuant to Article 13.00 or any other provisions of the Lease, and shall not be subject to Article 11.00, provided that:

- (a) Tenant will indemnify Landlord and its directors, officers, shareholders, employees and agents for any damage and injury, including death, to the person or property of any person, firm or corporation, (except for the Landlord and its employees) arising out of Tenants or the suffered Licensee(s) use of or operations in the Leased Premises, including the Lands and Building;
- (b) The Tenant's standard form of office service agreement (the "Office Service Agreement") (a copy of which is attached hereto at Schedule "J"), is executed by the Tenant and each Licensee, provided that it is acknowledged and agreed that the Tenant may revise, update, modify, change or replace the office service agreement and change such agreement for individual clients, without Landlord consent, at any time and from time to time, at its sole discretion but shall provide

Landlord with a copy of the aforementioned revised agreement within three (3) months of such amendment;

- (c) Tenant represents and warrants to the Landlord that none of the Licensees will have any rights to remain in the Leased Premises after termination of this Lease and the Tenant covenants, notwithstanding the above or anything contrary in the Lease, not to amend the Office Service Agreement in a manner that purports to give the occupant such a right;
- (d) If any Licensee(s) claims any rights under any commercial tenancy legislation of the province in which the Building is situated, Tenant and/or Indemnifier shall indemnify Landlord for any and all costs incurred in defending such claim whether successful or not; and
- (e) Tenant shall cause each Licensee to observe, perform and be bound by the rules and regulations for the Building and to use the Leased Premises for general office use.

Tenant acknowledges and agrees that, notwithstanding any licensing or sharing possession of the Leased Premises, Tenant shall remain liable for all obligations in the Lease.

8.0 LANDLORD BOARD APPROVAL AND FINANCIAL REVIEW OF INDEMNIFIER

Intentionally deleted.

9.0 DEMOLITION

Notwithstanding anything to the contrary herein contained, in the event the Landlord, acting in good faith, determines to:

- (a) demolish the Building or a portion thereof; or
- (b) substantially renovate the Building or a portion thereof,

such that vacant possession of the Leased Premises is required, the Landlord may, upon not less than six (6) months written notice terminate this Lease, whereupon this Lease shall cease and determine as of the date set forth in the Landlord's notice (the "Termination Date"), and neither party shall thereafter have any further obligation to the other hereunder, save for obligations arising prior to the Termination Date and remaining undischarged. The Tenant shall pay all Rent and other amounts due hereunder to the Termination Date (including any adjustments due or which may become due pursuant to 4.02 hereof).

Notwithstanding the foregoing, the effective date of any such termination as set out in this Section 9.0 of Schedule "E" shall not occur prior to the tenth (10th) anniversary of the Commencement Date.

10.0 LANDLORD'S WARRANTIES



The Landlord represents and warrants that, to the best of its knowledge, the Project and the Building, including the Common Facilities, complies with all applicable laws, and there is no asbestos in the Building other than that which is in compliance with Environmental Laws or which the Landlord has agreed to remove pursuant to Section 2 of Schedule C. If the Landlord becomes aware of the fact that the Common Facilities or any portion thereof do not comply with any applicable laws and to the extent that such non-compliance materially and adversely affects the Tenant's ability to operate the

Permitted Use from the Leased Premises, the Landlord shall diligently remedy such non-compliance as soon as is reasonably practical after becoming aware thereof.

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SCHEDULE "F"
PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

[Intentionally Deleted]

Initials	
Landlord	Tenant
	

SCHEDULE "G"
INDEMNITY AGREEMENT

THIS AGREEMENT is dated the ♦ day of ♦ , 20♦ .

BETWEEN:

**112 STREET NW EDMONTON PARTNERS
LIMITED PARTNERSHIP**

(the "Landlord")

OF THE FIRST PART

AND:

RGN-NATIONAL BUSINESS CENTERS, LLC


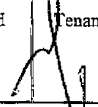
(the "Indemnifier")

OF THE SECOND PART

In order to induce the Landlord to enter into the lease (the "Lease") dated the ♦ day of ♦ , 20♦ and made between the Landlord and RGN ALBERTA XII LIMITED PARTNERSHIP as Tenant, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Indemnifier hereby makes the following indemnity and agreement (the "Indemnity") with and in favor of the Landlord.

1. The Indemnifier hereby agrees with the Landlord that at all times before and during the Term of the Lease and any extension or renewal of the Lease it shall:
 - (a) make the due and punctual payment of all Rent, monies, charges and other amounts of any kind whatsoever payable under the Lease by the Tenant whether to the Landlord or otherwise and whether the Lease has been disaffirmed or disclaimed;
 - (b) effect prompt and complete performance of all and singular the terms, covenants and conditions contained in the Lease on the part of the Tenant to be kept, observed and performed; and
 - (c) indemnify and save harmless the Landlord from any loss, costs or damages arising out of any failure by the Tenant to pay the aforesaid Rent, monies, charges or other amounts due under the Lease or resulting from any failure by the Tenant to observe or perform any of the terms, covenants and conditions contained in the Lease.

2. This Indemnity is absolute and unconditional and the obligations of the Indemnifier shall not be released, discharged, mitigated, impaired or affected by:

Initials	
Landlord	Tenant
	

- (a) any extension of time, indulgences or modifications which the Landlord extends to or makes with the Tenant in respect of the performance of any of the obligations of the Tenant under the Lease;
 - (b) any waiver by or failure of the Landlord to enforce any of the terms, covenants and conditions contained in the Lease;
 - (c) any assignment of the Lease by the Tenant or by any trustee, receiver or liquidator;
 - (d) any consent which the Landlord gives to any such assignment or subletting;
 - (e) any amendment to the Lease or any waiver by the Tenant of any of its rights under the Lease; or
 - (f) the expiration of the Term.
3. The Indemnifier hereby expressly waives notice of the acceptance of this Agreement and all notice of non-performance, non-payment or non-observance on the part of the Tenant of the terms, covenants and conditions contained in the Lease. Without limiting the generality of the foregoing, any notice which the Landlord desires to give to the Indemnifier shall be sufficiently given if delivered in person to the Indemnifier or mailed by prepaid registered or certified post addressed to the Indemnifier at the address of the Indemnifier set out above or, at the Landlord's sole option, at the Leased Premises, and every such notice is deemed to have been given upon the day it was so delivered in person, or if mailed, ninety-six (96) hours after it was mailed. The Indemnifier may designate by notice in writing a substitute address for that set forth above and thereafter notices shall be directed to such substitute address. If two or more Persons are named as Indemnifier, any notice given hereunder or under the Lease shall be sufficiently given if delivered or mailed in the foregoing manner to any one of such Persons.
4. In the event of a default under the Lease or under this Agreement, the Indemnifier waives any right to require the Landlord to:
- (a) proceed against the Tenant or pursue any rights or remedies against the Tenant with respect to the Lease;
 - (b) proceed against or exhaust any security of the Tenant held by the Landlord; or
 - (c) pursue any other remedy whatsoever in the Landlord's power.

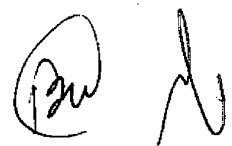
The Landlord has the right to enforce this Indemnity regardless of the acceptance of additional security from the Tenant and regardless of any release or discharge of the Tenant by the Landlord or by others or by operation of any law.

5. Without limiting the generality of the foregoing, the liability of the Indemnifier under this Indemnity is not and is not deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant in any receivership, bankruptcy, winding-up or other creditors proceedings or the rejection, disaffirmance or disclaimer of the Lease in any proceeding and shall continue with respect to the periods prior thereto and thereafter, for and with respect to the Term as if the Lease had not been disaffirmed or disclaimed, and in furtherance hereof, the Indemnifier agrees, upon any such disaffirmance or disclaimer, that the Indemnifier shall, at the option of the Landlord, become the Tenant of the Landlord upon the same terms and conditions as are contained in the Lease, applied mutatis mutandis. The liability of the Indemnifier shall not be affected by any repossession of the Leased Premises by the Landlord, provided, however, that the net payments received by the Landlord after deducting all costs and expenses of repossessing and reletting the Leased Premises shall be credited from time to time by the



Landlord against the indebtedness of the Indemnifier hereunder and the Indemnifier shall pay any balance owing to the Landlord from time to time immediately upon demand.

6. No action or proceedings brought or instituted under this Indemnity and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Indemnity by reason of any further default hereunder or in the performance and observance of the terms, covenants and conditions contained in the Lease.
7. No modification of this Indemnity shall be effective unless the same is in writing and is executed by both the Indemnifier and the Landlord.
8. The Indemnifier shall, without limiting the generality of the foregoing, be bound by this Indemnity in the same manner as though the Indemnifier were the Tenant named in the Lease.
9. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) execute this Indemnity as Indemnifier, the liability of each such individual, corporation, partnership or other business association hereunder is joint and several. In like manner, if the Indemnifier named in the Indemnity is a partnership or other business association, the members of which are by virtue of statutory or general law subject to personal liability, the liability of each such member is joint and several.
10. All of the terms, covenants and conditions of this Indemnity extend to and are binding upon the Indemnifier, his or its heirs, executors, administrators, successors and assigns, as the case may be, and enure to the benefit of and may be enforced by the Landlord, its successors and assigns, as the case may be, and any mortgagee, chargee, trustee under a deed of trust or other encumbrancer of all or any part of the Project referred to in the Lease.
11. The expressions "Landlord", "Tenant", "Rent", "Term" and "Leased Premises" and other terms or expressions where used in this Indemnity, respectively, have the same meaning as in the Lease.
12. This Indemnity is being executed and delivered, and shall be performed in a Province of Canada in which the Project is located, and the laws of such Province shall govern the validity, construction, enforcement and interpretation of this Indemnity. The exclusive venue for any application or court action brought in respect of this Indemnity shall lie with the courts of the Province in which the Project is located, and the parties hereto exclusively attorn to the jurisdiction of such courts.
13. Wherever in this Indemnity reference is made to either the Landlord or the Tenant, the reference is deemed to apply also to the respective heirs, executors, administrators, successors and assigns and permitted assigns, respectively, of the Landlord and the Tenant, as the case may be, named in the Lease. Any assignment by the Landlord or any of its interests in the Lease operates automatically as an assignment to such assignee of the benefit of this Indemnity.
14. Notwithstanding anything else contained in this Indemnity, the liability hereunder of the Indemnifier shall be limited to \$253,730.00 (the "Cap") with respect to the Tenant's observance and performance of all terms, covenants and conditions contained in the Lease save and except for any liability in respect of Operating Costs or Taxes payable by the Tenant under the Lease (which shall not be subject to the Cap). Provided the Tenant is not in default under the terms of the Lease beyond any applicable cure period, the Cap shall decrease, from time to time, on a dollar for dollar basis for any amount received by the Landlord in respect of: (i) the Landlord's Initial Contribution Repayment as set out in



Section 3.1.5 of Schedule "H" of the Lease; and (ii) Profit Share Rent as set out in Section 3.1.7 of Schedule "H" of the Lease, until the Cap is reduced to zero.

IN WITNESS WHEREOF, the Indemnifier has signed and sealed this Indemnity.

THE CORPORATE SEAL of)
RGN-NATIONAL BUSINESS)
CENTERS, LLC)
was hereunto affixed in the presence of:)

_____)
Authorized Signatory)

_____)
Authorized Signatory)



SCHEDULE "H"
PROFIT SHARE RENT

Definitions

"Account Records" means the accounts records, including, without limitation, those held on electronic media kept by the Tenant to ascertain and verify the Gross Revenue.


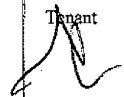
"Auditor" means the person or firm appointed by the Tenant to perform the functions of an accountant for this Schedule "H", provided that such person or key partners of such firm shall be certified public accountants.

"Bookkeeper" means the person or firm employed or appointed by or on behalf of the Tenant to keep the Account Records.

"Certificate" means the certificate referred to in Paragraph 2.3 of this Schedule "H".

"Costs" means, collectively, the entire cost and expense reasonably incurred by the Tenant (or its agents or affiliates on Tenant's behalf) in maintaining and conducting the operation of the permitted business at the Leased Premises, including (without limitation or duplication) the following:

- (i) Tenant's Pro Rata Share of Operating Costs and any other costs required to be paid to the Landlord under the Lease;
- (ii) all costs of food, beverages and other supplies (together with any sales and similar taxes thereon) sold on the Leased Premises;
- (iii) all fees and costs of goods and services purchased in connection with the Services provided or sold at the Leased Premises, including, without limitation, couriers, stationary and postage, any antenna or satellite dish for Cable TV service and any fees to Cable TV, telephone and internet service providers;
- (iv) all taxes, duties and outgoings in respect of the Leased Premises or the provision of Services at the Leased Premises including, without limitation, all business rates net of any and all credits in respect of such taxes, duties and outgoings;
- (v) all payroll costs (including, without limitation, taxes and benefits) of staff who physically work at the Leased Premises on a full or part-time basis;
- (vi) a fair proportion of all payroll costs (including, without limitation, taxes and benefits) of staff whose services are delivered at the Leased Premises and shared with other business centres with such proportion allocated on a reasonable and equitable basis;
- (vii) all property costs for the operation and maintenance of the Leased Premises (including, without limitation, local taxes, utility costs that are not included in Operating Costs and any reasonable costs for maintenance and repairs of the Leased Premises);
- (viii) all fees and costs of any future refurbishments and alterations of the Leased

Initials	
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Premises and any systems exclusively serving the Leased Premises and the cost of purchase, maintenance, renewal and replacement of all furniture, fixtures and other equipment (including, without limitation, lighting, operating equipment, uniforms, IT and telecom equipment), amortized as set out below, or, if leased, the annual finance lease costs incurred (excluding all costs of the Leasehold Improvement Work);

- (ix) all fees and costs of all I.T. hardware or other I.T. equipment, software licence and maintenance fees required for the operation of the business at the Leased Premises;
- (x) all fees and costs of contractors or vendors engaged by Tenant in relation to the provision of Services at the Leased Premises;
- (xi) all costs of compliance by Tenant with its obligations under this Lease or any document supplemental or ancillary thereto but specifically excluding or deducting the following:
 - (A) payment of the Profit Share Rent;
 - (B) all Tenant's income tax, or similar taxes, corporation taxes, capital and place of business taxes, land transfer taxes, non-resident sales taxes, business taxes personal to the Tenant, penalties or interest relating to the late or non-payment of any of the Tenant's Taxes; and
 - (C) all fines, suits, actions, claims, demands, judgments, condemnations, awards, costs, charges and expenses of any kind or nature for which the Tenant is or may become liable by reason of any negligent or willful acts or omissions to act on the part of the Tenant or those for whom it is in law responsible or by reason of any breach or violation or non-performance by the Tenant of any covenant, term or provision contained in this Lease and other agreements entered into by it in respect of the Leased Premises;
- (xii) all advertising and marketing costs solely related to the Leased Premises;
- (xiii) all accounting costs solely related to the Leased Premises (including, without limitation, the cost of producing the Certificate and the Auditor's cost of carrying out the annual review);
- (xiv) all credit card and banking charges incurred in the provision of Services at the Leased Premises;
- (xv) all introduction, sales commission, brokerage and/or agent's fees;
- (xvi) all premiums for insurance (and any tax thereon) maintained with respect to the Leased Premises and/or in connection with the provision of Services at the Leased Premises;
- (xvii) all cash or credit refunds to customers of amounts previously included in Gross Revenue; and
- (xviii) all bad debts written off, to the extent the amount of such debts was previously included in Gross Revenue; provided, however, if such debt or any portion thereof is actually collected thereafter, the amount actually collected (less the reasonable cost of collection) shall be included in Gross Revenue during the Revenue Period in which the collected amount was actually received by Tenant.

Notwithstanding anything to the contrary contained herein, all Costs which are capital costs shall be amortized over their useful life in accordance with generally accepted

accounting principles ("GAAP").

In addition, Tenant's payments and credits or refunds under Article 4.02 of this Lease shall be treated as Costs or as credits to Costs applicable to the Revenue Period when made, received or applied, as the case may be, for purposes of calculating the Profit Share Rent for such Revenue Period, except that any payments, credits or refunds that are determined under Article 4.02 after the last Revenue Period of the Term shall be applied to the last Revenue Period and the Certificate for such Revenue Period shall be revised and reissued and Tenant or Landlord, as the case may be, shall make any payment required as a result thereof, within thirty (30) days thereafter.

"FF&E" means all furniture, fixtures and equipment that are purchased and installed pursuant to the Final FF&E Package and as may be purchased and installed at the Leased Premises thereafter, in all cases as Tenant reasonably requires for the operation of its permitted business at the Leased Premises.

"Gross Revenue" means the aggregate of all sums of money or other consideration received or receivable for all goods sold, leased, hired or otherwise disposed of and for all services sold or performed and from the business conducted at, in, from or upon the Leased Premises by Tenant and shall include all consideration received for services and accommodation provided at the Leased Premises even if sold elsewhere (other than sales made at the Leased Premises for services and accommodation supplied elsewhere), any car parking revenue and any interest earned on deposits received from customers; provided, however, that excluded from the definition of Gross Revenue is any security deposit or other deposit received by Tenant from any licensee or any other party, any sales or other taxes collected by Tenant for payment to the applicable governmental authority.

"Incentive Fee" means, for any Revenue Period, 20% of the Profit for that Revenue Period.

"Interest Rate" means the lesser of (i) 10% per annum and (ii) the maximum rate permitted by law.

"Landlord's Initial Contribution Limit" means the amount of \$215,000 (plus Service Taxes thereon).

"Landlord's Initial Contribution Repayment" means, for each Revenue Period, the current amortization amount for that Revenue Period, obtained by amortizing, over the initial Term on a straight line basis (plus interest at a rate of 5% per annum on the unamortized portion thereof), the amount (not to exceed Landlord's Initial Contribution Limit) which Landlord has paid for the cost of the Leasehold Improvement Work in accordance with Paragraph 7 of Schedule "C".

"Management, Marketing and Overhead Charge" or the **"MMO"** means, for any given Revenue Period, a contribution to all ongoing business costs and expenses not including or related directly to an individual business centre, including but not limited to sales, marketing, inventory and billing, finance, management & procurement costs incurred centrally but for the benefit of the business centre being operated at the Leased Premises in the amount equal to the product of the stipulated percentage of 15% multiplied by the Gross Revenue for that Revenue Period.

"Profit" means, for any Revenue Period, Gross Revenue for that Revenue Period less the aggregate of Costs for that Revenue Period, any Unpaid Costs Balance for all prior Revenue Periods, the MMO for that Revenue Period, any Unpaid MMO for all prior Revenue Periods, the Landlord's Initial Contribution Repayment, the Tenant's Initial Contribution Repayment, any Unpaid Landlord's Initial Contribution Repayment and any Unpaid Tenant's Initial Contribution Repayment.

"Profit Share Rent" means, for any Revenue Period, 80% of the Profit for that Revenue Period.

"Quarter Days" means April 1st, July 1st, October 1st, January 1st and each a **"Quarter Day."**

“Revenue Period” means the period from and including each Quarter Day up to but not including the next Quarter Day and the first Revenue Period shall be a period from and including the Commencement Date and expiring on the day before the next Quarter Day and the final Revenue Period shall end on the last day of the Term provided that where Tenant has incurred any Costs (including, without limitation, the payment of professional costs in connection with the Leased Premises) prior to the Commencement Date, such Costs shall be deemed to have been incurred during the first Revenue Period.

“Services” means the provision of serviced office accommodation at the Leased Premises and any services which are ancillary thereto.

“Tenant’s Initial Contribution” means the amount which Tenant has paid towards the cost of the Leasehold Improvement Work (including the purchase and installation of FF&E in accordance with the Final FF&E Package) in accordance with Paragraph 7 of Schedule “C”, not to exceed \$175,000, provided that such amount shall be increased by an amount equal to the actual cost of the Landlord’s asbestos removal work contemplated at Section 2 of Schedule C, (plus Service Taxes thereon).

“Tenant’s Initial Contribution Repayment” means, for each Revenue Period, the current amortization amount for that Revenue Period, obtained by amortizing, over the initial Term on a straight line basis (plus interest at a rate of 5% per annum on the unamortized portion thereof), Tenant’s Initial Contribution.

“Unpaid Costs Balance” has the meaning given to it in Paragraph 3.2 of this Schedule “H”.

“Unpaid Landlord’s Initial Contribution Repayment” has the meaning given to it in Paragraph 3.2 of this Schedule “H”.

“Unpaid Tenant’s Initial Contribution Repayment” has the meaning given to it in Paragraph 3.2 of this Schedule “H”.

“Unpaid MMO” has the meaning given to it in Paragraph 3.2 of this Schedule “H”.

2. Tenant's Accounting Obligations

2.1 Tenant shall keep the Account Records complete and accurate in all material respects and shall retain them for 24 months after the end of each Revenue Period. Tenant shall act in good faith in managing the Costs.

2.2 Tenant shall make the Account Records available for inspection at all reasonable times upon not less than 10 Business Days’ written notice by a representative of Landlord (duly authorized in writing by Landlord to make such inspection).

2.3 Tenant shall use reasonable efforts to deliver to Landlord within 15 Business Days after the end of each Revenue Period a certificate (**“Certificate”**) signed by the Bookkeeper detailing for such Revenue Period:

- 2.3.1 the amount of the Gross Revenue;
- 2.3.2 the amount of the Costs;
- 2.3.3 the amount of any Unpaid Costs Balance;
- 2.3.4 the amount of the MMO;
- 2.3.5 the amount of any Unpaid MMO;
- 2.3.6 the amount of the Landlord’s Initial Contribution Repayment;
- 2.3.7 the amount of any Unpaid Landlord’s Initial Contribution Repayment;
- 2.3.8 the amount of the Tenant’s Initial Contribution Repayment;
- 2.3.9 the amount of any Unpaid Tenant’s Initial Contribution Repayment;
- 2.3.10 the amount of the Profit (if any) for such Revenue Period;
- 2.3.11 the amount of the Profit Share Rent (if any) due to Landlord for such Revenue Period;

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and

2.3.12 the amount of the Incentive Fee (if any) due to Tenant for such Revenue Period.

2.4 Save in the case of manifest error and subject to review by the Auditor as set out in Section 2.5 or as set out in Section 4.5, the Certificate shall be conclusive evidence of the matters it covers.

2.5 At the end of each year of the Term, Tenant shall instruct the Auditor to carry out an annual review of the Account Records relating to the four immediately preceding Revenue Periods, and Tenant shall provide to Landlord a certified copy of the Auditor's review within 10 Business Days of receiving such review from the Auditor. If the review establishes that any Profit Share Rent has been underpaid, then subject to manifest error, within 5 Business Days after the result of such review shall become known to Tenant the amount underpaid shall be paid to Landlord and if there has been an overpayment of Profit Share Rent the amount of such overpayment shall be repaid to Tenant by Landlord within 5 Business Days of delivery of such Auditor's review to the Landlord. The obligations under this Section 2.5 of Schedule "H" shall survive the expiry or earlier termination of this Lease.

3. Application of Gross Revenue and Unpaid Amounts

3.1 The Gross Revenue for each Revenue Period shall be applied in the following order of priority:

- 3.1.1 towards the payment of the Costs for such Revenue Period;
- 3.1.2 discharging any Unpaid Costs Balance;
- 3.1.3 towards the payment of the MMO for such Revenue Period;
- 3.1.4 discharging any Unpaid MMO;
- 3.1.5 towards the payment of the Landlord's Initial Contribution Repayment and the Tenant's Initial Contribution Repayment in proportions equal to their respective Initial Contribution Repayment amounts;
- 3.1.6 discharging any Unpaid Landlord's Initial Contribution Repayment and any Unpaid Tenant's Initial Contribution Repayment in proportions equal to their respective Initial Contribution Repayment amounts;
- 3.1.7 paying the Profit Share Rent to Landlord; and
- 3.1.8 paying the Incentive Fee to Tenant

As used herein, "in proportions equal to their respective Initial Contribution Repayment amounts" means that Landlord will receive a percentage of the amount of Gross Revenue (remaining after the payment of the Costs for that Revenue Period, the discharge of any Unpaid Costs Balance for all prior Revenue Periods, the payment of the MMO for that Revenue Period, and the discharge of any Unpaid MMO for all prior Revenue Periods) equal to the percentage obtained by dividing the amount of Landlord's Initial Contribution Repayment by the aggregate amount of Landlord's Initial Contribution Repayment plus Tenant's Initial Contribution Repayment and Tenant will receive a percentage of such remaining Gross Revenue equal to the percentage obtained by dividing the amount of Tenant's Initial Contribution Repayment by said aggregate amount (the sum of the parties' respective percentages being 100%).

3.2 In respect of each Revenue Period, if the amount of the Gross Revenue shall be insufficient to discharge the whole of the Costs, the MMO, the Landlord's Initial Contribution Repayment and/or the Tenant's Initial Contribution Repayment for that Revenue Period, then any balance in any of those amounts remaining unpaid (the "**Unpaid Costs Balance**," "**Unpaid MMO**," "**Unpaid Landlord's Initial Contribution Repayment**," and "**Unpaid Tenant's Initial Contribution Repayment**" respectively) shall be carried forward to the next Revenue Period.

3.3 If there is an Unpaid Costs Balance, Unpaid MMO, Unpaid Landlord's Initial Contribution

Repayment and/or Unpaid Tenant's Initial Contribution Repayment for one or more Revenue Periods, then all amounts shall continue to be carried forward on a cumulative basis to succeeding Revenue Periods until the Gross Revenue is sufficient (after making payments in accordance with Paragraph 3.1 and Paragraph 4.1 hereof) to discharge all Unpaid Costs Balances, Unpaid MMO, Unpaid Landlord's Initial Contribution Repayment and Unpaid Tenant's Initial Contribution Repayment.

4. Payment and Verification

- 4.1 Landlord shall issue a rent invoice to Tenant within 5 Business Days of receiving the Certificate reflecting the payment of any Profit Share Rent, Landlord's Initial Contribution Repayment and Unpaid Landlord's Initial Contribution Repayment (as set forth in the Certificate) due to Landlord from Tenant and Tenant shall pay the certified amount within 10 Business Days of receipt of the rent invoice from Landlord.
- 4.2 Tenant shall retain for itself the Costs, Unpaid Costs Balance, MMO, Unpaid MMO, Tenant's Initial Contribution Repayment, Unpaid Tenant's Initial Contribution Repayment and Incentive Fee (if any).
- 4.3 If Landlord identifies a manifest error in the Certificate, Auditor's review or any part of it, Landlord shall still issue the rent invoice referred to in Paragraph 4.1 above, and Landlord shall also notify Tenant within 10 Business Days of receipt of the Certificate or Auditor's review and the notice shall explain the manifest error and demand any additional sums payable after correction of such error (the "**Excess**") and the notice shall be accompanied by a rent invoice in respect of the Excess (the "**Excess Invoice**").
- 4.4 If Tenant agrees with the Excess set out in the written notice, Tenant will pay the Excess to Landlord within 10 Business Days after receipt of the Excess Invoice together with interest on the Excess at the Interest Rate from the date upon which the sums became due had they been included in the original Certificate until the actual date of payment.
- 4.5 If Tenant disagrees with the Excess, then the dispute shall be determined by an independent certified public accountant agreed upon by the parties or, upon their inability to agree, then either party may make an application to the Court of Queen's Bench of Alberta for the appointment of such accountant pursuant to the *Arbitration Act* (Alberta). The determination of such accountant shall be final and binding on both Landlord and Tenant.

5. Confidentiality.

5.1 Landlord shall treat as confidential and shall not disclose the Certificate and Account Records and all information contained therein, as well as the results of Auditor's review of the Account Records (collectively, "**Confidential Information**") to anyone other than persons within Landlord's organization or advisors or the Landlord's lenders or potential purchasers who have a need to know in the course of the performance of their duties analyzing or evaluating the Confidential Information, and Landlord shall cause persons in its organization or advisors to keep same in strict confidence. Tenant also considers certain information relating to the development and operation of flexible workplace centres to be Tenant's and/or Tenant's affiliates' trade secrets and proprietary information, including, without limitation, the plans and specifications for the construction, fixturing and furnishing of the Leased Premises for its flexible workplace center business and the terms of any agreements with any contractors, vendors, lessors or suppliers therein specified or otherwise specified by Tenant, which are made pursuant to the terms of this Lease, and so the same shall be deemed to be Confidential Information hereunder. Landlord further agrees that it may use the Confidential Information only in connection with its performance of its obligations under this Lease during the Term hereof, and not for any other purpose or for the benefit of any third party. Landlord may not use the Confidential Information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others.

5.2 In the event that Landlord is required by law, regulation or court order to disclose any of the Confidential Information, Landlord shall notify Tenant promptly so that Tenant may seek a protective order or other appropriate remedy or, in Tenant's sole discretion, waive compliance with certain terms of this Lease.

5.3 This Paragraph does not apply to prevent the disclosure of Confidential Information that (i) was in the public domain at the time of communication to Landlord; (ii) becomes known to Landlord through disclosure by sources other than Tenant having the legal right to disclose such Confidential Information; or (iii) is independently acquired or developed by Landlord; provided, nevertheless, that Landlord provides prior written notice to Tenant and takes reasonable actions to minimize the extent of disclosure. Landlord and Tenant agree to cooperate with one another regarding reasonable requests in connection with efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information.

5.4 This Paragraph 5 shall survive expiration or earlier termination of this Lease.

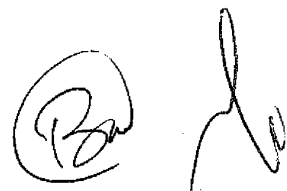
6. Miscellaneous.

6.1 Landlord shall own all FF&E, including all FF&E purchased and installed as part of the Leasehold Improvement Work excluding all signage and trade fixtures, IT equipment and software licences.

6.2 This Schedule "H" supersedes all prior agreements and understandings related to the subject matter of this Schedule "H", and all prior negotiations, conversations, representations, projections, financial statements or modeling, market analysis, agreements and understandings are specifically merged herein and superseded hereby. Landlord and Tenant acknowledge and agree that neither Landlord nor Tenant makes any representations or warranties concerning any financial statements, projections, modeling or applicable market for future operations at the Leased Premises. In the event of any conflict between this Schedule "H", on the one hand, and the remaining terms of this Lease (including, without limitation, any other attachments thereto), this Schedule "H" shall control and prevail.

6.3 Both parties have been either represented by legal counsel or given the chance to review this Schedule "H" with legal counsel, and therefore, the provisions of this Schedule "H" shall be construed as their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.

6.4 The invalidity or unenforceability of any provision of this Schedule "H" under applicable law shall not affect or impair any other provision. In the event any provision of this Lease is invalid or unenforceable under applicable law, the parties shall use their respective best endeavors to negotiate and agree a substitute provision which is valid and enforceable and achieves to the greatest extent possible the economic, legal and commercial objectives of such invalid or unenforceable provision.

Handwritten initials or signature, possibly "B" and "L", in black ink.

SCHEDULE "I"
TENANT RIDERS

ANY OTHER TERM OR PROVISION IN THE LEASE TO THE CONTRARY NOTWITHSTANDING, TO THE EXTENT THAT THE TERMS AND PROVISIONS OF THIS SCHEDULE "I" ARE INCONSISTENT WITH THE TERMS AND PROVISIONS OF THE LEASE TO WHICH THIS SCHEDULE "I" IS ATTACHED, THE TERMS AND PROVISIONS OF THIS SCHEDULE "I" SHALL CONTROL AND GOVERN. TERMS HAVING DEFINED MEANINGS IN THE LEASE SHALL HAVE THE SAME RESPECTIVE MEANINGS IN THIS SCHEDULE "I".

1.0 In the event Landlord fails to deliver exclusive possession of the Leased Premises to Tenant on or before the Outside Delivery Date save and except that the Outside Delivery Date shall be extended by the length of any delay caused by an event of force majeure (provided that extension due to force majeure shall not exceed 330 days) or a Tenant Delay, Tenant shall have the right to terminate the Lease by providing, at any time, 30 days' written notice to Landlord terminating the Lease effective 30 days after delivery of such notice. In the event the Lease is terminated, neither Landlord nor Tenant shall have any further obligation to each other under this Lease, except for any obligations of the parties that expressly survive termination. The Outside Delivery Date may be extended and delayed day for day for each actual day of delay in the Possession Date due to Tenant Delay. "**Tenant Delay**" shall mean any actual delay in the Possession Date directly attributable to (i) Tenant's failure to act or respond within a time period or by a deadline as may be expressly required of Tenant under **Schedule C** or (ii) the acts of Tenant or its agents or contractors, provided, however, no such acts under this clause (ii) shall be a basis for a "Tenant Delay" unless and until such acts continue for two business days after Tenant's receipt of written notice thereof (which details the conduct of Tenant or its agents or contractors causing the alleged delay) from Landlord.

2.0 Landlord represents and warrants that Landlord is the sole owner of the Project, including the Building and Tenant's Parking Allocation, subject only to existing encumbrances of record, if any, and any leases, licences and other written agreements with existing tenants and occupants (all such matters being referred to herein collectively as "**Restrictions**" and, as existing on the date hereof, "**Existing Restrictions**"). Landlord represents and warrants that the applicable Existing Restrictions and that the reasonable exercise by Tenant of its rights and privileges under the Lease should not violate or cause a default under the terms of the Existing Restrictions and will not require the consent of a mortgagee of the Landlord or other third party pursuant to the terms thereof. Landlord covenants that, to the extent within Landlord's reasonable control, the Existing Restrictions shall not be modified and no new Restrictions shall affect any part of the Project in the future which unreasonably or materially interfere with the use of the Leased Premises by Tenant for the Permitted Use or any of Tenant's rights and privileges under the Lease. Landlord covenants at all times to comply with its obligations under the Restrictions and enforce, to the extent commercially reasonable, its rights under the Restrictions. Landlord further agrees that Tenant's obligations are as set forth in the Lease and shall not be modified or supplemented by the terms of any Restrictions.

3.0 *[Intentionally Deleted]*

4.0 Tenant has the right to identify the Building as the location of its flexible workplace centre at the Leased Premises and to use photographs of the Building in connection with advertising the business of Tenant at the Leased Premises subject to the prior written consent of the Landlord, not to be unreasonably withheld or delayed.

5.0 Landlord represents and warrants that, as of the date hereof, there is no material claim, suit, litigation, proceeding or action pending or, to Landlord's knowledge, threatened against Landlord or any other party that relates to the Project and/or the use or ownership thereof that challenges Landlord's right to possess, or lease to third parties, the Leased



Premises or is otherwise reasonably expected to have a material, adverse effect on Tenant's ability to use the Leased Premises for the Permitted Use, and Landlord knows of no basis for any such claim, suit, litigation, proceeding or action.

6.0 From and after the execution of the Lease by both parties, during construction of the Leasehold Improvement Work and for 30 days after the substantial completion thereof, subject to availability, as determined by the Landlord, acting reasonably, Tenant shall have the right to use, without payment of rent, space for a temporary sales office at the Building on the 10th floor in the current improved space or another space, as determined by the Landlord, in the Landlord's sole discretion. Tenant shall use this office solely to market and pre-lease Tenant's flexible workplace centre business that will be conducted in the Leased Premises. Tenant will not interfere or disturb other occupants of the Building. Notwithstanding anything to the contrary in the Lease, Tenant shall not be responsible to alter or improve the condition of this office other than to repair any damage thereto caused by Tenant or Tenant's agents, employees, contractors or subcontractors.

Handwritten initials or signatures, possibly representing the parties to the lease agreement.

SCHEDULE "J"
OFFICE SERVICE AGREEMENT



Office Service Agreement

Agreement Date (dd/mm/yy):	/ /	Reference No.:	
----------------------------	-----	----------------	--

Business Centre Address:

Client Address (not a Business Centre Address):	
Company Name:	
Contact Name:	
Address:	
Address:	
Phone & Email:	

Office Payment Details (excluding local tax and excluding services)			
Office Number	No. of People	Monthly Office Fee	Currency
			CAD
Total per Month			CAD

Initial Payment	First Month's Fee	
	Service Retainer	2
	Total initial payment	-

Monthly Payment	Total monthly payment thereafter:	
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Service Provision	Start Date		End Date*	
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* All agreements end on the last calendar day of the month.

Comments:

We are [ENTER IN CENTRE LEGAL ENTITY HERE], ("the Provider"). This Agreement incorporates our terms of business set out on attached Terms of Business which you confirm you have read and understood. We both agree to comply with those terms and our obligations as set out in them. This agreement is binding from the agreement date and may not be terminated once it is made, except in accordance with its terms.
Note that the Agreement does not come to an end automatically. See "CANCELLATION" section in the terms and conditions.

Name (printed): _____

Name (printed): _____

Title (printed): _____

Title (printed): _____

Date: _____

Date: _____

SIGNED on your behalf (Client)

SIGNED on our behalf

We would like to keep you informed of the latest product news, special offers and other marketing information from preferred partners. If you would like to receive this information then select this box.

SCHEDULE "J" (Continued)
OFFICE SERVICE AGREEMENT

TERMS AND CONDITIONS

1. This Agreement

1.1 Nature of this agreement: This agreement is the commercial equivalent of an agreement for accommodation(s) in a hotel. The whole of the Centre remains in the Provider's possession and control. THE CLIENT ACCEPTS THAT THIS AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE OR OTHER REAL PROPERTY INTEREST IN THE CLIENT'S FAVOUR WITH RESPECT TO THE ACCOMMODATION(S). The Provider is giving the Client the right to share with the Provider the use of the Centre on these terms and conditions, as supplemented by the House Rules, so that the Provider can provide the services to the Client. This Agreement is personal to the Client and cannot be transferred to anyone else without prior consent from the Provider unless such transfer is required by law. The Provider will not unreasonably withhold its consent to assignment to a parent, subsidiary or affiliate of Client provided that Client and assignee execute the Provider's form of Assignment of License Agreement which will require assignee to assume all Client obligations and will not release the Client. This agreement is composed of the front page describing the accommodation(s), the present terms and conditions, the House Rules and the Service Price Guide (where available).

1.2 Comply with House Rules: The Client must comply with any House Rules which the Provider imposes generally on users of the Centre. The House Rules vary from country to country and from Centre to Centre and these can be requested locally.

1.3 AUTOMATIC RENEWAL: THIS AGREEMENT LASTS FOR THE PERIOD STATED IN IT AND THEN WILL BE EXTENDED AUTOMATICALLY FOR SUCCESSIVE PERIODS EQUAL TO THE CURRENT TERM BUT NO LESS THAN 3 MONTHS (UNLESS LEGAL RENEWAL TERM LIMITS APPLY) UNTIL TERMINATED BY THE CLIENT OR BY THE PROVIDER PURSUANT TO SECTION 1.4. ALL PERIODS SHALL RUN TO THE LAST DAY OF THE MONTH IN WHICH THEY WOULD OTHERWISE EXPIRE. THE FEES ON ANY RENEWAL WILL BE AT THE THEN PREVAILING MARKET RATE. THIS CLAUSE DOES NOT APPLY TO MONTH TO MONTH AGREEMENTS.

1.4 CANCELLATION: EITHER THE PROVIDER OR THE CLIENT CAN TERMINATE THIS AGREEMENT AT THE END DATE STATED IN IT, OR AT THE END OF ANY EXTENSION OR RENEWAL PERIOD, BY GIVING AT LEAST THREE MONTHS WRITTEN NOTICE TO THE OTHER. HOWEVER, IF THIS AGREEMENT, EXTENSION OR RENEWAL IS FOR THREE MONTHS OR LESS AND EITHER THE PROVIDER OR THE CLIENT WISHES TO TERMINATE IT, THE NOTICE PERIOD IS TWO MONTHS OR (IF TWO MONTHS OR SHORTER) ONE WEEK LESS THAN THE PERIOD STATED IN THIS AGREEMENT. IF THE CLIENT IS ON A MONTH TO MONTH AGREEMENT EITHER PARTY MAY TERMINATE THIS AGREEMENT BY GIVING NO LESS THAN ONE MONTHS' NOTICE TO THE OTHER (EFFECTIVE FROM THE START OF ANY CALENDAR MONTH).

1.5 Ending this agreement immediately: To the maximum extent permitted by applicable law, the Provider may put an end to this agreement immediately by giving the Client notice and without need to follow any additional procedure if (a) the Client becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or (b) the Client is in breach of one of its obligations which cannot be put right or which the Provider have given the Client notice to put right and which the Client has failed to put right within fourteen (14) days of that notice, or (c) its conduct, or that of someone at the Centre with its permission or invitation, is incompatible with ordinary office use and (i) such conduct is repeated despite the Client having been given a warning or (ii) such conduct is material enough (in the Provider's opinion) to warrant immediate termination.

If the Provider puts an end to this agreement for any of these reasons it does not put an end to any outstanding obligations, including additional services used, requested or required under the agreement and the monthly office fee for the remainder of the period for which this agreement would have lasted if the Provider had not ended it.

1.6 If the Centre is no longer available: In the event that the Provider is permanently unable to provide the services and accommodation(s) at the Centre stated in this agreement then this agreement will end and the Client will only have to pay monthly office fees up to the date it ends and the additional services the Client has used. The Provider will try to find suitable alternative accommodation(s) for the Client at another Provider Centre.

1.7 When this agreement ends the Client is to vacate the accommodation(s) immediately, leaving the accommodation(s) in the same condition as it was when the Client took it. Upon the Client's departure or if the Client, at its option, chooses to relocate to different rooms within the Centre, the Provider will charge an Office Restoration Service fee to cover normal cleaning and testing and to return the accommodation(s) to its original state. This fee will differ by country and is listed in the House Rules. The Provider reserves the right to charge additional reasonable fees for any repairs needed above and

beyond normal wear and tear. If the Client leaves any property in the Centre the Provider may dispose of it at the Client's cost in any way the Provider chooses without owing the Client any responsibility for it or any proceeds of sale. If the Client continues to use the accommodation(s) when this agreement has ended the Client is responsible for any loss, claim or liability the Provider incurs as a result of the Client's failure to vacate on time. The Provider may, at its discretion, permit the Client an extension subject to a surcharge on the monthly office fee.

1.8 Employees: While this agreement is in force and for a period of six months after it ends, neither the Provider nor the Client may knowingly solicit or offer employment to any of the other's staff employed in the Centre. This obligation applies to any employee employed in the Centre up to that employee's termination of employment, and for three months thereafter. It is stipulated that the breaching party shall pay the non-breaching party the equivalent of six months' salary for any employee concerned. Nothing in this clause shall prevent either party from employing an individual who responds in good faith and independently to an advertisement which is made to the public at large.

1.9 Notices: All formal notices must be in writing, which may include by email, to the address first written above.

1.10 Confidentiality: The terms of this agreement are confidential. Neither the Provider nor the Client must disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues for a period of 3 years after this agreement ends.

1.11 Applicable law: This agreement is interpreted and enforced in accordance with the law of the place where the relevant Centre is located. All dispute resolution proceedings will be conducted in the country, state or province where the Centre is located. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force. In the case of Japan all agreements will be interpreted and enforced by the Tokyo District Court, and in the case of France, any dispute regarding this agreement will be settled by the relevant courts of the Paris jurisdiction.

2. Services and Obligations

2.1 Office accommodation(s): The Provider is to provide the number of serviced office accommodation(s) for which the Client has agreed to pay in the Centre stated in this agreement. This agreement lists the accommodation(s) the Provider has initially allocated for the Client's use. The Client will have a non-exclusive right to the rooms allocated to it. Occasionally the Provider may need to allocate different accommodation(s), but these accommodation(s) will be of reasonably equivalent size and the Provider will notify the Client with respect to such different accommodation(s) in advance.

2.2 Office Services: The Provider is to provide during normal opening hours the services, if requested, described in the relevant service description (which is available on request). If the Provider decides that a request for any particular service is excessive, it reserves the right to charge an additional fee.

2.3 THE PROVIDER'S IT: WHILST THE PROVIDER HAS INTERNET SECURITY PROTOCOLS, THE PROVIDER DOES NOT MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF THE PROVIDER'S NETWORK (OR THE INTERNET) OR OF ANY INFORMATION THAT THE CLIENT PLACES ON IT. The Client should adopt whatever security measures (such as encryption) it believes are appropriate to its circumstances. The Provider cannot guarantee that a particular degree of availability will be attained in connection with the Client's use of the Provider's network (or the internet). The Client's sole and exclusive remedy shall be the remedy of such failure by the Provider within a reasonable time after written notice.

3. Providing the Services

3.1 Access to the accommodation(s): The Provider may need to enter the Client's accommodation(s) and may do so at any time. However, unless there is an emergency or the Client has given notice to terminate, the Provider will attempt to notify the Client verbally or electronically in advance when the Provider needs access to carry out testing, repair or works other than routine inspection, cleaning and maintenance. The Provider will also endeavour to respect reasonable security procedures to protect the confidentiality of the Client's business.

SCHEDULE "J" (Continued)
OFFICE SERVICE AGREEMENT

3.2 Availability at the start of this agreement: If for any reason the Provider cannot provide the accommodation(s) stated in this agreement by the date when this agreement is due to start it has no liability to the Client for any loss or damages but the Client may cancel this agreement without penalty. The Provider will not charge the Client the monthly office fee for accommodation(s) the Client cannot use until it becomes available. The Provider may delay the start date of this agreement provided it provides to the Client alternative accommodation(s) that shall be at least of equivalent size to the accommodation(s) stated in this agreement.

4. Accommodation(s)

4.1 The Client must not alter any part of its accommodation and must take good care of all parts of the centre, its equipment, fixtures, fittings and furnishings which the Client uses. The Client is liable for any damage caused by it or those in the Centre with the Client's permission or at the Client's invitation whether express or implied, including but not limited to all employees, contractors, agents or other persons present on the premises.

4.2 Office equipment: The Client must not install any cabling, IT or telecom connections without the Provider's consent, which the Provider may refuse at its absolute discretion.

As a condition to the Provider's consent, the Client must permit the Provider to oversee any installations (for example IT or electrical systems) and to verify that such installations do not interfere with the use of the accommodation(s) by other Clients or the Provider or any landlord of the building.

4.3 Insurance: It is the Client's responsibility to arrange insurance for its own property which it brings in to the Centre and for its own liability to its employees and to third parties. The Provider strongly recommends that the Client put such insurance in place.

5. Use

5.1 The Client must only use the accommodation(s) for office purposes. Office use of a "retail" or "medical" nature, involving frequent visits by members of the public, is not permitted.

5.2 The Client must not carry on a business that competes with the Provider's business of providing serviced office accommodation(s) or its ancillary services.

5.3 The Client's name and address: The Client may only carry on that business in its name or some other name that the Provider previously agrees.

5.4 Use of the Centre Address: The Client may use the Centre address as its business address. Any other uses are prohibited without the Provider's prior written consent.

6. Compliance

6.1 Comply with the law: The Client and the Provider must comply with all relevant laws and regulations in the conduct of its business in relation to this agreement. The Client must do nothing illegal in connection with its use of the Business Centre. The Client must not do anything that may interfere with the use of the Centre by the Provider or by others, (including but not limited to political campaigning or immoral activity), cause any nuisance or annoyance, increase the insurance premiums the Provider has to pay, or cause loss or damage to the Provider (including damage to reputation) or to the owner of any interest in the building which contains the Centre the Client is using. Both the Client and the Provider shall comply at all times with all relevant anti-bribery and anti-corruption laws.

6.2 If the Provider has been advised by any government authority or other legislative body that it has reasonable suspicion that the Client is conducting criminal activities from the Centre then the Provider shall be entitled to terminate this agreement with immediate effect.

6.3 The Client acknowledges that (a) the terms of this clause are a material inducement in the Provider's execution of this agreement and (b) any violation by the Client of this clause shall constitute a material default by the Client hereunder, entitling the Provider to terminate this agreement, without further notice or procedure.

6.4 The Client acknowledges and accepts that its personal data may be transferred or made accessible to all entities of the Provider, wherever located, for the purposes of providing the services herein.

7. The Provider's Liability

7.1. The extent of the Provider's liability: To the maximum extent permitted by applicable law, the Provider is not liable to the Client in respect of any loss or damage the Client suffers in connection with this agreement, with the

services or with the Client's accommodation(s) unless the Provider has acted deliberately or negligently in causing that loss or damage. The Provider is not liable for any loss as a result of the Provider's failure to provide a service as a result of mechanical breakdown, strike, termination of the Provider's interest in the building containing the Centre or otherwise unless the Provider does so deliberately or is negligent. In no event shall the Provider be liable for any loss or damage until the Client provides the Provider written notice and gives the Provider a reasonable time to put it right. If the Provider is liable for failing to provide the Client with any service under this agreement then subject to the exclusions and limits set out immediately below the Provider will pay any actual and reasonable expenses the Client has incurred in obtaining that service from an alternative source. If the Client believes the Provider has failed to deliver a service consistent with these terms and conditions the Client shall provide the Provider written notice of such failure and give the Provider a reasonable period to put it right.

7.2. EXCLUSION OF CONSEQUENTIAL LOSSES, ETC.: THE PROVIDER WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS OR ANY CONSEQUENTIAL LOSS UNLESS THE PROVIDER OTHERWISE AGREES IN WRITING. THE PROVIDER STRONGLY ADVISES THE CLIENT TO INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY.

7.3. Financial limits to the Provider's liability: In all cases, the Provider's liability to the Client is subject to the following limits:

- Without limit for personal injury or death;
- Up to a maximum of £1 million / USD\$2 million / €1.3 million (or local equivalent) for any one event or series of connected events for damage to the Client's personal property except in Turkey where it will be up to a maximum of the monthly office fee over the current term;
- Up to a maximum equal to 125% of the total fees paid between the date the Client moved into its accommodation(s) and the date on which the claim in question arises or £50,000 / USD\$100,000 / €66,000 (or local equivalent) whichever is the higher, in respect of any other loss or damage except in Turkey where it will be up to a maximum of the monthly office fee over the current term.

8. Fees

8.1 Taxes and duty charges: The Client agrees to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which it is required to pay to any governmental authority (and, at the Provider's request, will provide to the Provider evidence of such payment) and (ii) any taxes paid by the Provider to any governmental authority that are attributable to the accommodation(s), including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, stamp tax or other documentary taxes and fees.

8.2 Service Retainer/Deposit: The Client will be required to pay a service retainer/deposit equivalent to two months' of the monthly office fee (plus VAT/Tax where applicable) upon entering into this agreement unless a different amount is specified on the front of this agreement. This will be held by the Provider without generating interest as security for performance of all the Client's obligations under this agreement. The service retainer/deposit or any balance will be returned to the Client when the Client has settled its account which includes deducting outstanding fees and other costs due to the Provider.

8.3 The Provider may require the Client to pay an increased retainer if outstanding fees exceed the service retainer/deposit held and/or the Client frequently fails to pay the Provider when due.

8.4 Payment: The Provider is continually striving to reduce its environmental impact and supports its clients in doing the same. Therefore the Provider will send all invoices electronically (where allowed by law) and the Client will make payments via an automated method such as Direct Debit or Credit Card, wherever local banking systems permit unless another form of payment is offered to the Client as a qualified and current Key Account.

8.5 Late payment: If the Client does not pay fees when due, a fee will be charged on all overdue balances. This fee will differ by country and is listed in the House Rules. If the Client disputes any part of an invoice the Client must pay the amount not in dispute by the due date or be subject to late fees. The Provider also reserves the right to

SCHEDULE "J" (Continued)
OFFICE SERVICE AGREEMENT

withhold services (including for the avoidance of doubt, denying the Client access to its accommodation(s)) while there are any outstanding fees and/or interest or the Client is in breach of this agreement.

8.6 Insufficient Funds: The Client will pay a fee for any returned cheque or any other declined payments due to insufficient funds. This fee will differ by country and is listed in the House Rules.

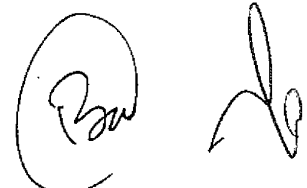
8.7 If this agreement is for a term of more than 12 months, the Provider will increase the monthly office fee on each anniversary of the start date. This increase will be by the local Consumer Price Index or such other broadly equivalent index where a consumer price index is not available locally. If there is a negative index rate, prices will not be decreased. Renewals are calculated separately from annual indexation increases. Month to Month agreements will use the above stated index or the current month to month office price, whichever is the greater.

8.8 Standard services: The monthly office fee and any recurring services requested by the Client are payable monthly in advance. Unless otherwise agreed in writing, these recurring services will be provided by the Provider at the specified rates for the duration of this Agreement (including any renewal). Specific due dates will differ by country and are listed in the House Rules. Where a daily rate applies, the charge for any such month will be 30 times the daily fee. For a period of less than a month the fee will be applied on a daily basis.

8.9 Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with the Provider's published rates which may change from time to time, are invoiced in arrears and payable the month following the calendar month in which the additional services were provided. Specific due dates will differ by country and are listed in the House Rules.

8.10 Discounts, Promotions and Offers: If the Client benefited from a special discount, promotion or offer, the Provider may discontinue that discount, promotion or offer without notice if the Client materially breaches these terms and conditions.

Global Terms & Conditions, Iveber, Feb-16



TAB C

This is
EXHIBIT "C"
referred to in the affidavit of
Joshua Nicosia
dated August 25, 2020

DocuSigned by:

Lee Nicholson

72C0CC8E694B4AB
Commissioner for taking affidavits

INDEMNITY AGREEMENT

THIS AGREEMENT is dated the 1 day of July, 2016.

BETWEEN:

**112 STREET NW EDMONTON PARTNERS
LIMITED PARTNERSHIP**

(the "Landlord")

OF THE FIRST PART

AND:

RGN-NATIONAL BUSINESS CENTERS, LLC

(the "Indemnifier")

OF THE SECOND PART

In order to induce the Landlord to enter into the lease (the "Lease") dated the 1st day of July, 2016 and made between the Landlord and RGN ALBERTA XII LIMITED PARTNERSHIP as Tenant, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Indemnifier hereby makes the following indemnity and agreement (the "Indemnity") with and in favor of the Landlord.

1. The Indemnifier hereby agrees with the Landlord that at all times before and during the Term of the Lease and any extension or renewal of the Lease it shall:
 - (a) make the due and punctual payment of all Rent, monies, charges and other amounts of any kind whatsoever payable under the Lease by the Tenant whether to the Landlord or otherwise and whether the Lease has been disaffirmed or disclaimed;
 - (b) effect prompt and complete performance of all and singular the terms, covenants and conditions contained in the Lease on the part of the Tenant to be kept, observed and performed; and
 - (c) indemnify and save harmless the Landlord from any loss, costs or damages arising out of any failure by the Tenant to pay the aforesaid Rent, monies, charges or other amounts due under the Lease or resulting from any failure by the Tenant

to observe or perform any of the terms, covenants and conditions contained in the Lease.

2. This Indemnity is absolute and unconditional and the obligations of the Indemnifier shall not be released, discharged, mitigated, impaired or affected by:
 - (a) any extension of time, indulgences or modifications which the Landlord extends to or makes with the Tenant in respect of the performance of any of the obligations of the Tenant under the Lease;
 - (b) any waiver by or failure of the Landlord to enforce any of the terms, covenants and conditions contained in the Lease;
 - (c) any assignment of the Lease by the Tenant or by any trustee, receiver or liquidator;
 - (d) any consent which the Landlord gives to any such assignment or subletting;
 - (e) any amendment to the Lease or any waiver by the Tenant of any of its rights under the Lease; or
 - (f) the expiration of the Term.

3. The Indemnifier hereby expressly waives notice of the acceptance of this Agreement and all notice of non-performance, non-payment or non-observance on the part of the Tenant of the terms, covenants and conditions contained in the Lease. Without limiting the generality of the foregoing, any notice which the Landlord desires to give to the Indemnifier shall be sufficiently given if delivered in person to the Indemnifier or mailed by prepaid registered or certified post addressed to the Indemnifier at the address of the Indemnifier set out above or, at the Landlord's sole option, at the Leased Premises, and every such notice is deemed to have been given upon the day it was so delivered in person, or if mailed, ninety-six (96) hours after it was mailed. The Indemnifier may designate by notice in writing a substitute address for that set forth above and thereafter notices shall be directed to such substitute address. If two or more Persons are named as Indemnifier, any notice given hereunder or under the Lease shall be sufficiently given if delivered or mailed in the foregoing manner to any one of such Persons.

4. In the event of a default under the Lease or under this Agreement, the Indemnifier waives any right to require the Landlord to:
 - (a) proceed against the Tenant or pursue any rights or remedies against the Tenant with respect to the Lease;
 - (b) proceed against or exhaust any security of the Tenant held by the Landlord; or
 - (c) pursue any other remedy whatsoever in the Landlord's power.

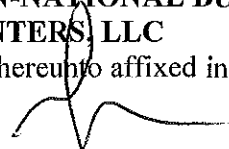
The Landlord has the right to enforce this Indemnity regardless of the acceptance of additional security from the Tenant and regardless of any release or discharge of the Tenant by the Landlord or by others or by operation of any law.

5. Without limiting the generality of the foregoing, the liability of the Indemnifier under this Indemnity is not and is not deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant in any receivership, bankruptcy, winding-up or other creditors proceedings or the rejection, disaffirmance or disclaimer of the Lease in any proceeding and shall continue with respect to the periods prior thereto and thereafter, for and with respect to the Term as if the Lease had not been disaffirmed or disclaimed, and in furtherance hereof, the Indemnifier agrees, upon any such disaffirmance or disclaimer, that the Indemnifier shall, at the option of the Landlord, become the Tenant of the Landlord upon the same terms and conditions as are contained in the Lease, applied mutatis mutandis. The liability of the Indemnifier shall not be affected by any repossession of the Leased Premises by the Landlord, provided, however, that the net payments received by the Landlord after deducting all costs and expenses of repossessing and reletting the Leased Premises shall be credited from time to time by the Landlord against the indebtedness of the Indemnifier hereunder and the Indemnifier shall pay any balance owing to the Landlord from time to time immediately upon demand.
6. No action or proceedings brought or instituted under this Indemnity and no recovery in pursuance thereof shall be a bar or defence to any further action or proceeding which may be brought under this Indemnity by reason of any further default hereunder or in the performance and observance of the terms, covenants and conditions contained in the Lease.
7. No modification of this Indemnity shall be effective unless the same is in writing and is executed by both the Indemnifier and the Landlord.
8. The Indemnifier shall, without limiting the generality of the foregoing, be bound by this Indemnity in the same manner as though the Indemnifier were the Tenant named in the Lease.
9. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) execute this Indemnity as Indemnifier, the liability of each such individual, corporation, partnership or other business association hereunder is joint and several. In like manner, if the Indemnifier named in the Indemnity is a partnership or other business association, the members of which are by virtue of statutory or general law subject to personal liability, the liability of each such member is joint and several.
10. All of the terms, covenants and conditions of this Indemnity extend to and are binding upon the Indemnifier, his or its heirs, executors, administrators, successors and assigns, as the case may be, and enure to the benefit of and may be enforced by the Landlord, its successors and assigns, as the case may be, and any mortgagee, chargee, trustee under a deed of trust or other encumbrancer of all or any part of the Project referred to in the Lease.

- 11. The expressions "Landlord", "Tenant", "Rent", "Term" and "Leased Premises" and other terms or expressions where used in this Indemnity, respectively, have the same meaning as in the Lease.
- 12. This Indemnity is being executed and delivered, and shall be performed in a Province of Canada in which the Project is located, and the laws of such Province shall govern the validity, construction, enforcement and interpretation of this Indemnity. The exclusive venue for any application or court action brought in respect of this Indemnity shall lie with the courts of the Province in which the Project is located, and the parties hereto exclusively attorn to the jurisdiction of such courts.
- 13. Wherever in this Indemnity reference is made to either the Landlord or the Tenant, the reference is deemed to apply also to the respective heirs, executors, administrators, successors and assigns and permitted assigns, respectively, of the Landlord and the Tenant, as the case may be, named in the Lease. Any assignment by the Landlord or any of its interests in the Lease operates automatically as an assignment to such assignee of the benefit of this Indemnity.
- 14. Notwithstanding anything else contained in this Indemnity, the liability hereunder of the Indemnifier shall be limited to \$253,730.00 (the "Cap") with respect to the Tenant's observance and performance of all terms, covenants and conditions contained in the Lease save and except for any liability in respect of Operating Costs or Taxes payable by the Tenant under the Lease (which shall not be subject to the Cap). Provided the Tenant is not in default under the terms of the Lease beyond any applicable cure period, the Cap shall decrease, from time to time, on a dollar for dollar basis for any amount received by the Landlord in respect of: (i) the Landlord's Initial Contribution Repayment as set out in Section 3.1.5 of Schedule "H" of the Lease; and (ii) Profit Share Rent as set out in Section 3.1.7 of Schedule "H" of the Lease, until the Cap is reduced to zero.

IN WITNESS WHEREOF, the Indemnifier has signed and sealed this Indemnity.

THE CORPORATE SEAL of)
 RGN-NATIONAL BUSINESS)
 CENTERS, LLC)
 was hereunto affixed in the presence of:)



Michael J. Osburn, Authorized Signatory



TAB D

This is
EXHIBIT "D"
referred to in the affidavit of
Joshua Nicosia
dated August 25, 2020

DocuSigned by:

Lee Melholson

82C0CC8E604B4AB...

Commissioner for taking affidavits

NOTICE OF TERMINATION AND NOTICE TO QUIT

FROM: 112 Street NW Edmonton Partners Limited Partnership
 acting and represented by its General Partner
 112 Street NW Edmonton Partners GP Inc. (the "Landlord")

TO: RGN Alberta XII Limited Partnership (the "Tenant")

AND TO: RGN-National Business Centres, LLC ("Indemnifier")

RE: Lease dated July 1, 2016 between the Landlord and the Tenant (the "Lease") and Indemnity Agreement dated July 1, 2016 between the Landlord and the Indemnifier (the "Indemnity") - Premises located at Unit Nos. 903 and 1001, 10050 - 112th Street, Edmonton, Alberta (the "Leased Premises")

We have been advised that the RGN-Group Holdings, LLC together with a number of related entities including the Indemnifier have filed for creditor protection in the United States Bankruptcy Court for the District of Delaware under Chapter 11 of the United States bankruptcy code (the "**Chapter 11 Filing**").

Pursuant to Section 14.01(5) of the Lease the Chapter 11 filing is an event of default entitling the Landlord to terminate the Lease immediately, without prior notice and without any opportunity to cure the default. The Chapter 11 Filing is also a default under Section 1(b) of the Indemnity.

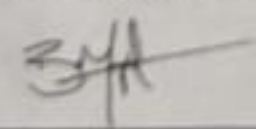
Accordingly, **TAKE NOTICE** that the Landlord terminates the Lease effective immediately, pursuant to its rights under Section 14.01 of the Lease. **TAKE FURTHER NOTICE** that although the Landlord intends to re-enter the Leased Premises and take possession immediately, it expressly reserves:

- (a) all rights to be indemnified by the Tenant and the Indemnifier for all acts, events, and omissions which have occurred up to this date for which the Landlord is entitled to be indemnified, whether under the Lease, at law, or otherwise, including but not limited to the right to immediately accelerate three (3) months' rent pursuant to Section 14.01 of the Lease;
- (b) all rights ("**Removal Rights**") of the Landlord to require the Tenant to remove any "non-standard leasehold improvements", furniture, and equipment from the Leased Premises and to make good any damage caused by such removal as more fully set out in Section 3.06 of the Lease, and all other rights of the Landlord in connection with the Removal Rights; and
- (c) the right to proceed against the Tenant and the Indemnifier, or either of them, for all outstanding amounts, costs, and damages (including solicitor and own client costs), as well as for all prospective losses and damages, arising from the unexpired portion of the term, based on a present recovery for unpaid future rent, and for any other consequential loss, including losses arising from the Tenant's failure to carry on business.

ALSO TAKE NOTICE that the Landlord requires the Tenant and any others in occupation of the Leased Premises to quit and to deliver up vacant possession of the Leased Premises to the Landlord immediately. The Landlord confirms that the Leased Premises and, subject to the Removal Rights, all leasehold improvements attached to the Leased Premises are to be delivered up in a state of cleanliness and repair as set out in the Lease. The Tenant is to immediately deliver up to the Landlord all keys and other security cards or devices for the Leased Premises that are in its possession or control.

DATED this 24th day of August, 2020.

112 Street NW Edmonton Partners Limited Partnership
 acting and represented by its General Partner
 112 Street NW Edmonton Partners GP Inc.

By: 

 Authorized Signing Officer

TAB E

This is
EXHIBIT "E"
referred to in the affidavit of
Joshua Nicosia
dated August 25, 2020

DocuSigned by:

Lee Micholson

82C0CC8E694B4AB

Commissioner for taking affidavits

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

RGN-GROUP HOLDINGS, LLC, a Delaware
limited liability company *et al.*,¹

Debtors.

Chapter 11

Case No. 20-11961 (BLS)
(Joint Administration Requested)

Ref. Docket No. 7, 10

AFFIDAVIT OF SERVICE

STATE OF OHIO)
) ss.:
COUNTY OF FRANKLIN)

ANGELA CHACHOFF, being duly sworn, deposes and says:

1. I am employed as a Case Manager by Epiq Corporate Restructuring, LLC, located at 5151 Blazer Parkway, Suite A, Dublin, Ohio 43017. I am over the age of eighteen years and am not a party to the above-captioned action.
2. On August 18, 2020, I caused to be served the:
 - a. “Debtors’ Motion for Interim and Final Orders Establishing Notification Procedures for Lease Termination,” dated August 17, 2020 [Docket No. 7], and
 - b. “Notice of Motion and Hearing Thereon,” dated on August 18, 2020 [Docket No. 10],

by causing true and correct copies to be:

- i. enclosed in separate postage pre-paid enveloped and delivered via overnight mail to those parties listed on the annexed Exhibit A, and
- ii. delivered via electronic mail to those parties listed on the annexed Exhibit B.

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s Federal Employer Identification Numbers (“FEIN”), where applicable are as follows: RGN-Group Holdings, LLC, RGN-National Business Centers, LLC (7723), H Work, LLC (4516), RGN-Columbus IV, LLC, RGN-Chapel Hill II, LLC, RGN-Chicago XVI, LLC, and RGN-Fort Lauderdale III, LLC. The aforementioned Debtors that do not include a FEIN are disregarded entities for tax purposes and do not have FEINs. The mailing address for the Debtors is 3000 Kellway Drive, Suite 140, Carrollton, Texas 75006 (Attn: James S. Feltman, Responsible Officer).

3. All envelopes utilized in the service of the foregoing contained the following legend:
LEGAL DOCUMENTS ENCLOSED. PLEASE DIRECT TO THE ATTENTION OF
ADDRESSEE, PRESIDENT OR LEGAL DEPARTMENT.”

/s/ Angela Chachoff
Angela Chachoff

Sworn to before me this
24th day of August, 2020
/s/ Andrea R. Speelman
Andrea R. Speelman
Notary Public, State of Ohio
Commission Expires: March 21, 2024

EXHIBIT A

SERVICE LIST

Claim Name	Address Information
711, LLC	939 N UGH ST, UNIT 206 COLUMBUS OH 43201
711, LLC	PO BOX L3867 COLUMBUS OH 43260
AMERIMAR INTL PLAZA II MANAGEMENT CO LLC	TWO LIBERTY PLACE 50 SOUTH 16TH PLACE, SUITE 3500 PHILADELPHIA PA 19102
BRE HH PROPERTY OWNER LLC	BLDG ID 26392 PO BOX 209259 AUSTIN TX 78720-9259
COLORFUL DECOR LLC	100 SADIE LANE GIBSONVILLE NC 27249
DELAWARE SECRETARY OF STATE	DIVISION OF CORPORATIONS FRANCHISE TAX PO BOX 898 DOVER DE 19903
DELAWARE SECRETARY OF TREASURY	OFFICE MANAGING AGENT OF GENERAL AGENT 820 SILVER LAKE BLVD., SUITE 100 DOVER DE 19904
FEDEX	PO BOX 1140 MEMPHIS TN 38101
FEDEX	924 SOUTH SHADY GROVE RD FIRST FL MEMPHIN TN 38120
FLASTER/GREENBERG P.C.	(COUNSEL TO MATTIE EQUITY, LLC) ATTN: WILLIAM J. BURNETT, ESQUIRE 1007 NORTH ORANGE ST, STE 400 WILMINGTON DE 19801
FROST BROWN TODD LLC	COUNSEL TO 711,LLC,ATTN: RONALD E. GOLD A.J WEBB; ERIN SEVERINI, KENDAL HARDISON 3300 GREAT AMERICAN TWR;301 E 4TH ST CINCINNATI OH 45202
GIBBONS, P.C.	SUBCHAPTER V TRUSTEE ATTN: NATASHA SONGONUGA 300 DELAWARE AVE., STE 1015 WILMINGTON DE 19801-1671
INTERNAL REVENUE SERVICE	CENTRALIZED INSOLVENCY OPERATION PO BOX 7346 PHILADELPHIA PA 19101-7346
INTERNAL REVENUE SERVICE	CENTRALIZED INSOLVENCY OPERATION 2970 MARKET ST MAIL STOP 5 Q30 133 PHILADELPHIA PA 19104-5016
JEMALS ULINE LLC	PO BOX 823973 PHILADELPHIA PA 19182-3973
LEVEL (3) COMMUNICATIONS, LLC	1025 ELDORADO BLVD BROOMFIELD CO 80021
LEVEL (3) COMMUNICATIONS, LLC	PO BOX 910182 DENVER CO 80291-0182
MATTIE EQUITY LLC	C/O EAST WEST PARTNERS CLUB MANAGEMENT 1107 ENVIRON WAY CHAPEL HILL NC 27517
MERCHANDISE MART LLC	1728 PAYSPPHERE CIRCLE CHICAGO IL 60674
NORTHERN BLUE LLP	(COUNSEL TO MATTIE EQUITY, LLC) ATTN: JOHN A. NORTHERN PO BOX 2208 CHAPEL HILL NC 27515-2208
OFFICE OF THE UNITED STATES ATTORNEY	DISTRICT OF DELAWARE HERCULES BUILDING 1313 N. MARKET STREET, SUITE 400 WILMINGTON DE 19801
OFFICE OF THE UNITED STATES TRUSTEE	DAVID VILLAGRANA 844 KING STREET, SUITE 2207 LOCK BOX 35 WILMINGTON DE 19801
ONBRAND BV	ATTN: ROLF DROGE BESTEVAERSTRAAT 96-2 AMSTERDAM 1056 HR NETHERLANDS
SECURITIES & EXCHANGE COMMISSION	NEW YORK REGIONAL OFFICE ATTN: MARK BERGER, REGIONAL DIRECTOR BROOKFIELD PLACE, 200 VESEY ST, STE 400 NEW YORK NY 10281-1022
SECURITIES & EXCHANGE COMMISSION	100 F STREET, NE WASHINGTON DC 20549
STEELBRIDGE LAS OLAS WEST LLC	ATTN: GAVIN CAMPBELL 500 DAVIS STREET, SUITE 801 EVANSTON IL 60201
THOITS BROS INC	629 EMERSON ST PO BX 21 PALO ALTO CA 94302
YOUNG CONAWAY STARGATT & TAYLOR, LLP	COUNSEL TO REGUS CORP, REGUS,MNGMT GRP, LLC & FRANCHISE INT'N GMBH,ATTN: R. S. BRADY, J.P. HUGHES, JR., J.M. BARRY, J.P. DUDA, R.D. HART 1000 NORTH KING ST WILMINGTON DE 19801

Total Creditor count 28

SERVICE LIST

Claim Name	Address Information
10 S. RIVERSIDE PROPERTY OWNER LLC	ATTENTION: BUILDING MANAGER 10 S. RIVERSIDE PLAZA SUITE 850 SANTA MONICA CA 90401
100 CHURCH FEE OWNER LLC	C/O SL GREEN REALTY CORP. 420 LEXINGTON AVENUE TAMPA FL 33607
100 DUFFY REALTY, LLC	615 MERRICK AVENUE WESTBURY NY 11590
101 PARK LLC	5801 N. BROADWAY, SUITE 120 OKLAHOMA CITY OK 73118
10100 SANTA MONICA, INC.	C/O HINES 16988 COLLECTIONS CENTER DR CHICAGO IL 60693-0169
1024 IRON POINT, LLC	1401 BIRCHWOOD LANE SACRAMENTO CA 95822
1055 HOWELL MILL, LLC	121 ALHAMBRA PLAZA SUITE 1600 SAN FRANCISCO CA 94111
1101 WILSON OWNER, LLC	1101 WILSON OWNER, LLC PO BOX #416553 BOSTON MA 02241-6553
111 N ORANGE OWNER LLC	C/O OF TOWER REALTY ASSET MANAGEMENT INC 135 W. CENTRAL BLVD SUITE 900 ORLANDO FL 32801
111 SW 5TH AVENUE INVESTORS, LLC	ATTN: ASSET MANAGER US BANCORP TOWER 455 MARKET STREET SUITE 1000 CHAPEL HILL NC 27517
111 W. JACKSON ASSOC LLC & ORANGE	OPPORTUNITY LLC, LOCKBOX # 6892 WELLS FARGO BANK NA PO BOX 8500 PHILADELPHIA PA 19178-6892
112 STREET NW EDMONTON PARTNERS LIMITED	PARTNERSHIP C/O CANDEREL MANAGEMENT (WEST) INC SUITE 300 10050 112 STREET EDMONTON AB T5K 2J1 CANADA
1220 MAIN LLC	1220 MAIN STREET SUITE 500 VANCOUVER WA 98660
1266 MAIN STREET STAMFORD, LLC	885 THIRD AVENUE SUITE 1940 NEW YORK NY 10022
12TH & G STREETS ASSOCIATES LP	C/O LANDOW AND COMPANY 4710 BETHESDA AVENUE BETHESDA MD 20814
1315806 ONTARIO LIMITED	ATTN: PROPERTY MANAGER 134 PETER STREET SUITE 1700 MADISON NJ 07940
1326 CHESTNUT OWNER LLC	C/O STONEBRICK 1234 CORP 701 MARKET STREEY PHILADELPHIA PA 19106
136 MADISON LLC	C/O COLLIERS TRI-STATE MANAGEMENT LLC 380 MADISON AVENUE BOSTON MA 02110
15 NORTH MAIN ASSOCIATES LLC	200 FISHER DRIVE AVON CT 06001-3739
151-155 WEST HASTINGS INC.	C/O ALLIED PROPERTIES REIT 1700, 134 PETER STREET TORONTO ON M5V 2H2 CANADA
1525 HP LLC	32-40 N. DEAN STREEY, 2ND FLOOR 32-40 N. DEAN STREEY, 2ND FLOOR ENGLEWOOD NJ 07631
157 CHURCH, LLC	PO BOX 780059 PHILADELPHIA PA 19178
15TH & SPRUCE BUILDING, LLC	ATTN: SENIOR VICE PRESIDENT/CFO 1215 FOURTH AVENUE SUITE 600 SANTA FE NM 87501
1600 CORPORATE CENTER, LLC	P.O BOX 310677 DES MOINES IA 50331-0677
1602978 ONTARIO INC.	6 - 1 STEELCASE ROAD WEST MARKHAM ON L3R 0T3 CANADA
180 JOHN STREET INC.	ALLIED PROPERTIES REIT ATTENTION:ACCOUNTS RECEIVABLE 134 PETER STREETSUITE 1700 TORONTO ON M5V 2H2 CANADA
19 PROPS, LLC	C/O CHEMICAL BANK DEPT. 9515 PO BOX 30516 LANSING MI 48909-8016
1920/1944 DAVISVILLE CENTRE INC.	4576 YONGE ST SUITE 700 TORONTO ON M2N 6N4 CANADA
19TH STREET ASSOCIATES, LLC	450 SEVENTH AVENUE PENTHOUSE NEW YORK NY 10123-0101
1SC PARTNERS LLC	ENTERPRISE BANK 150 N MERAMEC AVENUE CLAYTON MO 63105
200 BROADHOLLOW OWNERS, LLC	30 JERICHO EXECUTIVE PLAZA SUITE 300C JERICHO NY 11753
200 S. EXECUTIVE LLP	731 N. JACKSON STREET SUITE #400 SACRAMENTO CA 95825
2000 DUKE, LLC - THE SHIDLER GROUP	841 BISHOP STREET, 17TH FLOOR HONOLULU HI 96813
201 ST. CHARLES PLACE, LLC	PO BOX 62600 DEPT 1220 NEW ORLEANS LA 70162-2600
2100 WOODWARD ASSOCIATES, LLC	DEPT #77537, PO BOX 77000 DETROIT MI 48277-0537
21515 HAWTHORNE OWNER, LLC	PO BOX 846909 LOS ANGELES CA 90084-6909
21900 BURBANK, LLC	C/O YOUNAN PROPERTIES INC 5959 TOPANGA CANYON BLVD SUITE 200 WOODLAND HILLS CA 91367
2219 BUILDING LLC	2219 RIMLAND DRIVE, SUITE 115 BELLINGHAM WA 98226
2233 ARGENTIA NOMINEE INC.	5575 NORTH SERVICE ROAD SUITE 101 BURLINGTON ON L7L 6M1 CANADA
237 NORTH FIRST STREET HOLDINGS, LLC	475 ALBERTO WAY SUITE 150 LOS GATOS CA 95032
242 LINDEN, LLC	416 WOAK STREET FORT COLLINS CO 80521
2425 MATHESON NOMINEE INC.	181 BAY STREET SUITE 1400 TORONTO ON M5J 2V1 CANADA

SERVICE LIST

Claim Name	Address Information
2447 PACIFIC COAST HIGHWAY LLC	C/O MAR VENTURES INC 721 N DOUGLAS EL SEGUNDO CA 90245
245 PARK AVENUE PROPERTY LLC	850 THIRD AVENUE SUITE 2002 CALGARY AB T2P 1G6 CANADA
275 SEVENTH AVENUE BUILDING LLC	ATTN: BUILDING MANAGER 275 SEVENTH AVENUE ANDOVER MA 01810
275 WYMAN LLC	ATTN: REAL ESTATE MANAGER C/O 275 WYMAN STREET OAK BROOK IL 60523
2929 REAL ESTATE HOLDINGS, LLC	C/O J.P. MORGAN CHASE P.O. BOX 301344 HOUSTON TX 75303-1344
300 INTERNATIONAL DRIVE, INC.	300 INTERNATIONAL DRIVE SUITE 300 WILLIAMSVILLE NY 14221
303 N. GLENOAKS BOULEVARD CA, LLC	C/O LINCOLN PROPERTY COMPANY 303 NORTH GLENOAKS BOULEVARD SUITE L100 BURBANK CA 91502
3131 SOUTH VAUGHN WAY, LP	P.O. BOX 679442 DALLAS TX 75267-9442
321 NORTH CLARK PROPERTY LLC	PO BOX 772974 CHICAGO IL 60677-0274
342 NORTH WATER, LLC	C/O PIEPER PROPERTIES INC 234 W FLORIDA STREET MILWAUKEE WI 53204
350 RHODE ISLAND SOUTH OWNER, LLC	332 PINE STREET, SUITE 500 SAN FRANCISCO CA 94133
387 PARK SOUTH LLC	C/O TF CORNERSTONE INC 387 PARK AVE S 7TH FL NEW YORK NY 10016
3SC CENTER, LLC	MANAGEMENT OFFICE 3 SUGAR CREEK BOULEVARD FIRST FLOOR SUWANEE GA 30024
4 RESEARCH PROPERTIES, LLC	PO BOX 780988 BALTIMORE MD 21275-6136
400 RELLA LLC	C/O EXCLUSIVE MANAGEMENT LLC PO BOX 980 MONSEY NY 10952
401 EDGEWATER LLC	PO BOX 19479 JOHNSTON RI 02919
41 MADISON L.P	C/O RUDIN MANAGEMENT CO, INC 345 PARK AVE NEW YORK NY 10154-0101
413W14 LESSEE, L.P. AND 421W14 LESSEE,	L.P., ATTN: RON J. HOYL 3953 MAPLE AVENUE WOODLAWN AT OLD PARKLAND, SUITE 300 THE WOODLANDS TX 77380
4250 N. FAIRFAX OWNER LLC	PIEDMONT OPERATING PARTNERS, LP PO BOX 83295 CHICAGO IL 60691-0295
5 PENN PLAZA LLC	PO BOX 780351 PHILADELPHIA PA 19178-0351
5 WEST, LLC	20 N. TRACY BOZEMAN MT 59715
500 CAPITOL MALL TOWER, LLC	500 CAPITOL MALL, SUITE 650 SACRAMENTO CA 95814
520 WPR LLC	520 WPR LLC CO SIGNATURE ACQUISITIONS 20 COMMERCE DRIVE, SUITE 110 CRANFORD NJ 07016
5200 YONGE G.P. INC.	5200 YONGE G P INC THE GP OF 5200 YONGE C/O SORBARA GROUP OF COMPANIES SUITE 800 3700 STEELES AVENUE WEST VAUGHAN ON L4L 8M9 CANADA
5201-5301 WATERFORD OPERATING LP	C/O BANK OF AMERICA LOCKBOX 277101 6000 FELDWOOD ROAD COLLEGE PARK GA 30349
5250 LANKERSHIM PLAZA, LLC	LOCKBOX SERVICES 847280 3440 FLAIR DRIVE EL MONTE CA 91731
535 YATES STREET INC.	ATTENTION: CHRIS FRANIEK 302-5970 EAST BOULEVARD CHANTILLY MA 20151
5455 DE GASPE AVENUE INC.	C/O ALLIED PROPERTIES 1700-134 PETER STREET TORONTO ON M5V 2H2 CANADA
564 W. RANDOLPH, LLC	ATTN: JOHN KEVIN POORMAN 444 W. LAKE STREET STE 3500 WALTHAM MA 02451-1209
58/68 S. SERVICE ROAD SPE LLC	625 RXR PLAZA NEWPORT BEACH CA 92660
600 ANTON BOULEVARD ASSOCIATES	ATTN: PROPERTY MANAGER 650 TOWN CENTER DRIVE SUITE 930 BURNABY BC V5H 4N2 CANADA
600 EAGLEVIEW ASSOCIATES, LP	120 PENNSYLVANIA AVENUE BOCA RATON FL 33433
618 EAST SOUTH STREET, LLC	PO BOX 864988 ORLANDO FL 32886-4988
6203 SAN IGNACIO, LLC	777 WELCH ROAD SUITE H PALO ALTO CA 94304
711, LLC	PO BOX L3867 COLUMBUS OH 43260
73 LPCP HOLDINGS, LLC	C/O GREENLAW MANAGEMENT, INC PO BOX 60247 LOS ANGELES CA 90060
730 ARIZONA AVENUE, LLC AND 730 ARIZONA	AVENUE TROVE, LLC 730 ARIZONA AVENUE MANAGEMENT LLC 11766 WILSHIRE BLVD SUITE 1150 LOS ANGELES CA 90025
75 STATE OWNER, LLC	P.O. BOX 412571 SEATTLE WA 98101
777 WESTCHESTER AVENUE SPE LLC	PO BOX 782246 PHILADELPHIA PA 19178-2246
800 CORPORATE OWNER, LLC	1000 CORPORATE OWNER LLC P.O. BOX 76385 BALTIMORE MD 21275-6385
800 SOUTH, LLC	222 NORTH ST MADISON WI 53704
8400 E CRESCENT SM LLC AND LAMPE	CRESCENT SM LLC 5251 DTC PARKWAY, SUITE 1100 GREENWOOD VILLAGE CO 80111
845 THIRD, LP	ATTN: WILLIAM C. RUDIN 345 PARK AVENUE PITTSBURGH PA 15222
85 HARBOUR STREET HOLDINGS INC	C/O OXFORD, ATTN: BEVERLY TAY 10 BAY STREET WATERPARK PLACE, SUITE 810

SERVICE LIST

Claim Name	Address Information
85 HARBOUR STREET HOLDINGS INC	MONTREAL QC H3A 3J2 CANADA
90 CANAL ST., LLC	PO BOX 953557 1010285 ST. LOUIS MO 63195
9302-7399 QUEBEC INC.	C/O LOGISCO GROUPE IMMOBILIER 950 DE LA CONCORDE STREET, SUITE 302 LEVIS QC G6W 8A8 CANADA
ABASAL INVESTMENTS N.V.	C/O PJMR PROPERTY MANAGEMENT INC SUITE 1403 505 UNIVERSITY AVENUE TORONTO ON M5G 1X4 CANADA
ABOBE SYSTEMS INCORPORATED	C/O NORTHMARQ 3500 AMERICAN BLVD W #200 MINNEAPOLIS MN 55431
ABP PROPERTIES LLC	C/O THE RMR GROUP LLC DEPT # 200 P.O. BOX 31001-2123 PASADENA CA 91110-2123
ACC PARKWAY NOMINEE INC. C/O CROWN	PROPERTY MANAGEMENT INC. ATTENTION: LEASING DEPARTMENT 400 UNIVERSITY AVENUE, SUITE 1900 REDWOOD CITY CA 94065
AFO/RE TWIN OAKS, LLC	777 MAIN STREET SUITE 3440 SOUTHFIELD MI 48076
ALAMEDA SQUARE OWNER LLC	PO BOX 31001-2198 DEPARTMENT #002 PASADENA CA 91110-2198
ALLIANCE HSP POTOMAC MILLS MEMBER LLC	14041 WORTH AVE WOODBRIDGE VA 22192
ALTUS CROSSTOWN, LLC	C/O ALTUS PROPERTIES LLC 231 S BEMISTON AVE SUITE 650 ST LOUIS MO 63105
ALTUS MN CENTER, LLC	ALTUS MN CENTER LLC C/O ALTUS PROPERTIES LLC 231 SOUTH BEMISTON AVENUE SUITE 650 SAINT LOUIS MO 63105
ALTUS REALTY PARTNERS	ALTUS REALTY LLC 510 SHOTGUN RD SUITE 140 SUNRISE FL 33326
AMERIMAR INTERNATIONAL PLAZA MANAGEMENT	CO., INC, ATTN: STEPHEN J. GLEASON 210 W. RITTENHOUSE SQUARE SUITE 1900 ALPHARETTA GA 30009
AMERIMAR INTERNATIONAL PLAZA MANAGEMENT	CO., INC., C/O TWO LIBERTY PLACE ATTN: STEPHEN J. GLEASON 50 SOUTH 16TH STREET, SUITE 3500 ALPHARETTA GA 30009
ANDA DB LLC	ANDA DB LLC 16 N. MARENGO AVE., SUITE 415 PASADENA CA 91101
AP 240 ELM ST., LP	AP 240 ELM ST., LP PO BOX 530052 DEPARTMENT NO. 1103 ATLANTA GA 30353-0052
AP 307 W TREMONT AVE., LP	AP 307 W TREMONT AVE LP PO BOX 603610 DEPT 1037 CHARLOTTE NC 28260-3610
AP-COMMERCE LLC	C/O THE ABBEY ATTN: PROPERTY MANAGER 12477 LEWIS STREET SUITE 203 DALLAS TX 75240
ARC WEMPSMN001, LLC	ATTN: GENERAL COUNSEL 405 PARK AVENUE 14TH FLOOR KANSAS CITY MO 64108
ARCH VINE LLC	ARCH VINE LLC 420 S BEVERLY DRIVE SUITE 260 BEVERLY HILLS CA 90212
ARE-SAN FRANCISCO NO. 69, LLC	ARE-SAN FRANCISCO NO. 69, LLC PO BOX 975383 DALLAS TX 75397-5383
ARISTA PLACE II, LLC	ARISTA PLACE II, LLC 555 ELDORADO BLVD #200 BROOMFIELD CO 80021
ARROWHEAD TOLEDO REALTY, LP	C/O REICHL KLEIN GROUP ONE SEAGATE SUITE 2600 TOLEDO OH 43604
ASPEN PROPERTIES (SLP) LIMITED	PARTNERSHIP, ASPEN PROPERTIES (SLP) GP INC, C/O ASPEN PROPERTY MANAGEMENT LTD 810 150-9TH AVENUE SW CALGARY AB T2P 3H9 CANADA
ASPEN3600 LLC	C/O ASPEN REAL ESTATE ADVISORS 12 LINCOLN BLVD SUITE 207 EMERSON NJ 07630
ASVRF OAK BROOK REGENCY, LLC	ASVRF OAK BROOK REGENCY, LLC 801 N BRAND BLVD SUITE 800 GLENDALE CA 91203
ATA LANIER FAYETTEVILLE GA, LLC	ATA LANIER FAYETTEVILLE GA, LLC 2720 E CAMELBACK RD, STE 220 PHOENIX AZ 85016
ATC TURNPIKE PLAZA, LLC	ATTN: JOSEPH DONNOLO 197 ROUTE 18 BOCA RATON FL 33431
AVADEN LANDMARK, LLC	ATTN: JASON FISHER 450 REGENCY PARKWAY PRINCETON NJ 08540
AX UNION HILLS L.P.	AX UNION HILLS LP C/O AX US MANAGEMENT, INC. 16220 N.SCOTTSDALE RD. SUITE 280 SCOTTSDALE AZ 85254
AXION REAL ESTATE MANAGEMENT, INC.	ATTN: PATRICIA MACCINI-ROLLINS 8000 TOWERS CRESCENT DRIVE WASHINGTON DC 20006
B9 NTN OFFICE OWNER LLC	PO BOX 209259 BU 33140 AUSTIN TX 78720-9259
BALTIMORE CENTER ASSOCIATES LIMITED	PARTNERSHIP BALTIMORE CENTER ASSOCIATES, LP SDS-12-2731, PO BOX 86 MINNEAPOLIS MN 55486-2731
BANKERS HALL LP AND BCIMC REALTY	CORPORATION, BCIMC REALTY CORP. ATTN SHELBY HARVEY 800-666 BURRARD STREET VANCOUVER BC V6C 2X8 CANADA
BCIMC REALTY CORPORATION	BCIMC REALTY CORPORATION ATTN SHELBY HARVEY 800-666 BURRARD STREET VANCOUVER BC V6C 2X8 CANADA
BCIMC REALTY CORPORATION AND WESTMOUNT	CORPORATE CAMPUS HOLDINGS INC. #2810, 308 - 4TH AVENUE SW GREEN BAY WI 54301
BENTALLGREENOAK (CANADA) LIMITED	PARTNERSHIP 505 BURRARD CENTRE SUITE 770 DALLAS TX 75205
BEVERLY WILSHIRE OWNER LP	PO BOX 101337 PASADENA CA 91189-1337

SERVICE LIST

Claim Name	Address Information
BFP TOWER C CO. LLC	ATTN: SENIOR VICE PRESIDENT - DIRECTOR OF LEASING 250 VESEY STREET, 15TH FLOOR CONSHOHOCKEN PA 19428
BGK-INTEGRATED TIC MANAGEMENT, LLC	FBO THE TENANT-IN-COMMON OWNERS OF ONE AMERICAN PLACE, ONE AMERICAN PLACE OPERATING LLC, PO BOX 936304 ATLANTA GA 31193-6304
BGP STAPLEY CORPORATE CENTER, LLC	ATTN: GARRISON WEAVER 3501 JAMBOREE ROAD SUITE 4200 CHARLOTTE NC 28203
BGP TOLLWAY, LLC	16000 DALLAS PKWY DALLAS TX 75248
BH PROPERTY VENTURES, LLC	BH PROPERTY VENTURES, LLC C/O COLLIERS INTERNATIONAL PO BOX 3546 LITTLE ROCK AR 72203
BIRCHWOOD FIELDS LEARNING CENTER, LLC	BIRCHWOOD FIELDS LEARNING CENTER LLC 4600 E, 53RD ST DAVENPORT IA 52807
BK PRIME BRITISH COLUMBIA I LP	BK PRIME BRITISH COLUMBIA I LP C/O BENTALLGREENOAK (CANADA) LP SUITE 770-505 BURRARD STREET BOX 89 VANCOUVER BC V7X 1M4 CANADA
BLACKSTONE/EO	233 S WACKER DR., SUITE 5430 CHICAGO IL 60606
BLOCK 29 DEVELOPERS, LLC	180 NORTH UNIVERSITY AVENUE SUITE 200 ATLANTA GA 30342
BLOOR ISLINGTON PLACE LTD.	3250 BLOOR ST. WEST SUITE 116 DALLAS TX 75219
BLUEBIRD PINE PROPERTY CORP.	C/O AGELLAN MANAGEMENT LTD PARTNERSHIP 890 YONGE STREET, SUITE 505 TORONTO ON M4W 3P4 CANADA
BOGLE FAMILY REALTY, LLLP	BOGLE FAMILY REALTY, LLLP 7301 N 16TH STREET, SUITE 201 PHOENIX AZ 85020
BONNIS PROPERTIES 929 INC.	BONNIS PROPERTIES INC SUITE 300 - 526 GRANVILLE STREET, VANCOUVER BC V6C 1W6 CANADA
BONTEN VII, LLC	ATTN: DAVID BONESTROO 2335 WEST HIGHWAY 36 PISCATAWAY NJ 08854
BOP NW LOFT LLC	BOP NW LOFT LLC 250 VESEY STREET 15TH FLOOR NEW YORK NY 10281-1023
BOSA PROPERTIES (1500 HOLDCO) INC.	1040 WEST GEORGIA STREET (BOX 3) SUITE 1850 CORAL GABLES FL 33134
BOYLE 2550 MERIDIAN JOINT VENTURE	PO BOX 17800 MEMPHIS TN 38189
BP PRUCENTER ACQUISITION LLC	C/O BOSTON PROPERTIES LIMITED PARTNESHIP PRUDENTIAL CENTER, 800 BOYLSTON STREET SUITE 1900 DAVENPORT IA 52807
BPP 800 FIFTH PROPERTY OWNER, LLC	ATTN: PROPERTY MANAGER 800 5TH AVENUE STE. 383 LOS ANGELES CA 90067
BPP EMBARCADERO SQUARE PROPERTY	OWNER LLC BLDG ID:26083 PO BOX 209259 AUSTIN TX 78720-9259
BRAND-WILSON, LLC	BRAND WILSON LLC. BRAND-WILSON, LLC 2255 MONTROSE AVE #6 MONTROSE CA 91020
BRANDYWINE CIRA, LP	BRANDYWINE CIRA LP 555 EAST LANCASTER AVENUE SUITE 100 RADNOR PA 19087
BRANDYWINE GRANDE C., L.P.	BRANDYWINE GRANDE C, L.P. PO BOX 826730 PHILADELPHIA PA 19182-6730
BRANDYWINE REALTY TRUST	BRANDYWINE REALTY TRUST ATT: RYAN KILLIAN 555 E LANCASTER AVE SUITE 100 RADNOR PA 19087
BRE 1740 BROADWAY LLC	BRE 1740 BROADWAY LLC 1740 BROADWAY SERVICES, BLDG ID: 26210,PO BOX 209259 AUSTIN TX 78720-9259
BRE CERRITOS OFFICE OWNER LLC	ATTN: STEPHANIE GRAY 3100 BRISTOL STREET SOUTH COAST EXECUTIVE CENTER, SUITE 220 NEW YORK NY 10977
BRE HH PROPERTY OWNER LLC	BRE HH PROPERTY OWNER LLC BLDG ID: 26392 PO BOX 209259 AUSTIN TX 78720-9259
BRE/CPOL, L.L.C	BRE/CPOL LLC CENTRAL PARK OF ISLE II - 24932 PO BOX 6112 HICKSVILLE NY 11802-6112
BREA PLACE II LLC	4000 MACARTHUR BLVD SUITE 110 LOS ANGELES CA 90025
BRG HERON BAY LLC	C/O MAINSTREET REAL ESTATE SERVICES INC 2101 WEST COMMERCIAL BLVD SUITE 1200 FORT LAUDERDALE FL 33309
BRI 1825 PARK TEN, LLC	PROPERTY MANAGER 16225 PARK TEN PLACE DRIVE SUITE 440 TOWSON MD 21204
BRIDGESTONE REALTY, LLC	BRIDGESTONE REALTY, LLC 521 E RXR PLAZA UNIONDALE NY 11556
BROOKFIELD PROPERTIES OLP CO. LLC	350 N. ORLEANS ST. SUITE 300 CORAL GABLES FL 33146
BSC/RG BOONE BOULEVARD OWNER, LLC	BSC RG BOONE BOULEVARD OWNER LLC PO BOX 821332 PHILADELPHIA PA 19182-1332
BSD 80 BROAD LLC	C/O BROAD ST DEVELOPMENT LLC 61 BROADWAY SUITE 1407 NEW YORK NY 10006
BURR RIDGE PARKWAY LP	ATTN: PROPERTY MANAGEMENT 1400 16TH STREET SUITE 300 COLUMBUS OH 43218-3146
BV DRP BOULDERS OWNER, LLC	ATTN: MARK DAVIDSON 2626 GLENWOOD AVE. SUITE 195 ONTARIO CA 91764
C/O SL GREEN REALTY CORP.	ATTN: DIRECTOR OF LEASING 420 LEXINGTON AVENUE WILMINGTON DE 19801
C/O SL GREEN REALTY CORP.	ATTN: LEASING COUNSEL 420 LEXINGTON AVENUE FORT LAUDERDALE FL 33301

SERVICE LIST

Claim Name	Address Information
CADDO REAL ESTATE SERVICES, LLC	1341 W. MOCKINGBIRD, SUITE 580W DALLAS TX 75247
CAL-HARBOR V LEASING ASSOCIATES LLC	CAL-HARBOR V LEASING ASSOCIATES LLC PO BOX 416811 BOSTON MA 02241-6811
CALIFORNIA PLAZA OWNER LLC	CALIFORNIA PLAZA OWNER LLC 10100 SANTA MONICA BLVD SUITE 1000 LOS ANGELES CA 90067
CALIFORNIA RIVERSIDE LLC	CALIFORNIA RIVERSIDE LLC C/O CONTINENTAL PROPERTY GROUP 1907 WAYZATA BLVD SUITE 250 WAYZATA MN 55391
CALIFORNIA STATE TEACHERS' RETIREMENT	SYSTEM CALIFORNIA STATE TEACHERS RETIREMENT SYS PO BOX 748953 LOS ANGELES CA 90074-8953
CAMPANELLI TRIGATE ADAMS PROPERTY OWNER,	LLC CAMPANELLI TRIGATE ADAMS PROPERTY OWNER ONE CAMPANELLI DRIVE BRAINTREE MA 02184
CAMPUS EIGHTEEN ASSOCIATES LP	CAMPUS EIGHTEEN ASSOCIATES LP 112 CHESLEY DRIVE SUITE 200 MEDIA PA 19063
CANYON PARK 228, LLC	22722-22745 29TH DRIVE BOTHELL WA 98021
CAP CAMPERDOWN OFFICE, LLC	CAP CAMPERDOWN OFFICE LLC 935 S MAIN STREET SUITE 201 GREENVILLE SC 29601
CAPITAL CENTER PROPERTY, L.L.C.	CAPITAL CENTER PROPERTY LLC PO BOX 7012 CAROL STREAM IL 60197-7012
CAPSTONE TICE BLVD, LLC	C/O CAPSTONE REALTY GROUP 411 HACKENSACK AVENUE, SUITE 800 HACKENSACK NJ 07601
CARBON PROPERTY GROUP, LLC	CARBON PROPERTY GROUP, LLC CARBON PROPERTY GROUP, LLC WEST HOLLYWOOD CA 90069
CARNEGIE 103 ASSOCIATES, LLC	101 CARNEGIE CENTER SUITE 104 WEST PALM BEACH FL 33401
CAUSEWAY SQUARE, LLC	CAUSEWAY SQUARE LLC ATTENTION: IRWIN TAUBER, PRESIDENT 1801 NE 123RD STREET SUITE 300 NORTH MIAMI FL 33181
CBPK5 LP	CBPK5 LP BLDG ID: IDC005 PO BOX 714506 CINCINNATI OH 45271-4506
CC 101 NORTH TRYON, LLC	CC 101 NORTH TRYON LLC MSC# 686 PO BOX 830529 BIRMINGHAM AL 35283-0529
CCM-VWP RAINTREE CORPORATE CENTER, LLC	CCMVWP RAINTREE I OWNER, LLC 2390 EAST CAMELBACK ROAD, SUITE 305 PHOENIX AZ 85016
CD 211 PROPERTY LLC	CD 211 PROPERTY LLC C/O TAURUS MANAGEMENT SERVICES 610 NORTH WYMORE ROAD, STE 200 MAITLAND FL 32751
CDI CENTRE, LLC	CDI CENTER LLC 9018 JEFFERSON HIGHWAY, SUITE A BATON ROUGE LA 70809-2437
CDM DE MONTREAL INC.	ATTN: VICE PRESIDENT 134 PETER STREET SUITE 1700 NORFOLK VA 23510
CEC 200, LLC	CEC 200 LLC C/O DELLE DONNE & ASSOCIATES, INC 200 CONTINENTAL DRIVE, SUITE 200 NEWARK DE 19713-4334
CENTER VALLEY PARKWAY ASSOCIATES, L.P.	790 PENNLYN BLUE BELL PIKE SUITE 200 ATLANTA GA 30339
CENTRAL PARK OFFICE LLC	CENTRAL PARK OFFICE LLC C/O FREDERICKSBURG C/O RAPPAPORT 8405 GREENSBORO DRIVE, 8TH FLOOR MCLEAN VA 22102
CENTURY TOWER, L.L.C.	999 W RIVERSIDE AVE DALLAS TX 75201
CF/T.E.C. HOLDINGS INC. AND ONTREA/TEC	HOLDINGS INC. ATTN: EXECUTIVE VP, PROPERTY MANAGEMENT 20 QUEEN STREET WEST, 5TH FLOOR SAN FRANCISCO CA 94105
CFT NV DEVELOPMENTS, LLC	CFT NV DEVELOPMENTS, LLC P.O BOX 748759 LOS ANGELES CA 90074-8759
CHANNEL WINSTON SGS ACQUISITION LLC	ATTN: LLOYD C. BIMBAUM, ESQ. 591 MANTUA BOULEVARD LAS VEGAS NV 89169
CHASE CORPORATE CENTER, LLC	102 WOODMONT BOULEVARD SUITE 100 COLUMBIA MD 21046
CHERRY HILL TOWNE CENTER PARTNERS LLC	ATTN: LEASE ADMINISTRATOR 1260 STELTON ROAD BOSTON MA 02109
CHERRY WATER, LLC	1200 N MAYFAIR ROAD SUITE 310 MILWAUKEE WI 53226
CHERRY WATER, LLC	CHERRY WATER LLC 1200 N MAYFAIR ROAD SUITE 310 MILWAUKEE WI 53226
CHICAGO BT PROPERTY, LLC	CHICAGO BT PROPERTY, LLC 75 REMITTANCE DRIVE DEPT 6742 CHICAGO IL 60675-6742
CIAMPA REALTY LLC	CIAMPA REALTY LLC PO BOX 3166 HICKVILLE NY 11802-9066
CIO CAMELBACK, LIMITED PARTNERSHIP	ATTN: PROPERTY MANAGER 6991 EAST CAMELBACK ROAD SUITE D103 CRANFORD NJ 07016
CIO CARILLON, LIMITED PARTNERSHIP	C/O TOWER REALTY ASSET MANAGEMENT 135 W CENTRAL BLVD SUITE 900 ORLANDO FL 32801
CIO SAN TAN II, LIMITED PARTNERSHIP	PO BOX 714623 CINCINNATI OH 45271-4623
CITYPLACE NORTH II, LLC	C/O RELATED URBAN MANAGEMENT COMPANY SOUTHEAST 501 FERN STREET #105 WEST PALM BEACH FL 33401
CLEARBROOK MID LLC	100 CLEARBROOK ROAD WICHITA KS 67226
CLINTON ASSET HOLDING ASSOCIATES, LP	ATTN: ROBERT TAIT 140 CLINTON SQUARE CHICAGO IL 60602

SERVICE LIST

Claim Name	Address Information
COLONY PARK, LLC	RENNAISSANCE AT COLONY PARK LLC PO BOX 13809 JACKSON MS 39236-3809
COMINAR REAL ESTATE INVESTMENT TRUST	COMINAR REAL ESTATE INVESTMENT TRUST 455 RUE DU MARAIS QUEBEC QC G1M 3A2 CANADA
COMMERCE CENTER AT PORTSMOUTH, LLC	COMMERCE CENTER AT PORTSMOUTH LLC 273 CORPORATE DRIVE SUITE 150 PORTSMOUTH NH 03801
COMMONWEALTH PARTNERS	COMMONWEALTH TRADERS 276 WASHINGTON STREET BOX 376 CAMBRIDGE MA 02108
COMPLEXE JULES-DALLAIRE- T3	COMPLEXE JULES DALLAIRE INC 2820 BOUL LAURIER SUITE 1050 QUEBEC QC G1V 0C1 CANADA
CONNELL CORPORATE CENTER I, LLC	C/O THE CONNELL COMPANY ATTN: PRESIDENT 200 CONNELL DRIVE COLUMBUS OH 43201
CONSTITUTION PARTNERS, LP	CONSTITUTION PARTNERS LP PO BOX 823925 PHILADELPHIA PA 19182-3925
CONTINENTAL WINDWOOD CENTRE, LLC	CONTINENTAL WINDWOOD CENTER LLC 780 LYNHAVEN PARKWAY STE 460 VIRGINIA BEACH VA 23452
COPPERPOINT MUTUAL INSURANCE COMPANY	COPPERPOINT MUTUAL INSURANCE COMPANY 3030 N. 3RD ST. PHOENIX AZ 85012
CORAL GABLES ASSOCIATES, LLC	CORAL GABLES ASSOCIATES LLC PO BOX 202235 DEPT 23504 DALLAS TX 75320-2235
CORNERSTONE CANTERA, LLC	C/O NAI HIFFMAN ASSET MANAGEMENT ONE OAKBROOK TERRACE #400 OAKBROOK TERRACE IL 60181
CORPORATE WOODS KANSAS REALTY LP	CORPORATE WOODS KANSAS REALTY LP PO BOX 714700 CINCINNATI OH 45271-4700
COURVOISIER CENTER, LLC	ATTN: DIRECTOR OF PROPERTY MANAGEMENT 1111 BRICKELL DRIVE COURVOISIER CENTRE, SUITE 2175 HENDERSON NV 89052
COUSINS INTERNATIONAL PLAZA I, LLC	COUSINS INTERNATIONAL PLAZA I LLC PO BOX 865663 ORLANDO FL 32886-5663
COUSINS PROPERTIES	COUSINS PROPERTIES 2500 WINDY RIDGE PKWY ATLANTA GA 30389
COVAR 10100 LLC	COVAR 10100 LLC 10100 VENICE BOULEVARD, SUITE 102 CULVER CITY CA 90232
CP 75-101 FEDERAL LLC	75-101 FED OWNER, LLC PO BOX 789232 PHILADELPHIA PA 19178-9232
CP ACQUISITIONS 45 LLC	CP ACQUISITIONS 45 LLC 18 E LANCASTER AVENUE WYNNEWOOD PA 19096
CP MIAMI CENTER LLC	225 NE MIZNER BOULEVARD SUITE 200 CALGARY AB T2P0R3 CANADA
CPN WEST LLC	6030 HOLLYWOOD BOULEVARD SUITE 240 OAK PARK IL 60301
CPP INVESTMENT BOARD REAL ESTATE	HOLDINGS INC., 200 BAY ST. HOLDINGS INC. & OXFORD PROPERTIES GROUP INC.
CPT ARLINGTON HIGHLANDS 1, L.P.	PO BOX 206250 DALLAS TX 75240
CRABTREE TERRACE GP, LLC	CRABTREE TERRACE HOLDINGS LLC 1450 ENVIRON WAY CHAPEL HILL NC 27517
CRANBERRY CROSSROADS LP	ONE BIGELOW SQUARE SUITE 630 PITTSBURGH PA 15219
CRE-WPL TRITON OWNER I, II AND II LLC	CRE-WPL TRITON OWNER III LLC PO BOX 841880 DALLAS TX 75284-1880
CREIT MANAGEMENT LIMITED	CREIT MANAGEMENT LP 210 - 140 4TH AVE SW CALGARY AB T2P 3N3 CANADA
CROCKER DOWNTOWN DEVELOPMENT ASSOCIATES	CROCKER DOWNTOWN DEVELOPMENT ASSOCIATES SDS-12-2564 PO BOX 86 MINNEAPOLIS MN 55486-2564
CROCKER PARTNERS V UCC LLC	201 S. BISCAYNE BLVD. SUITE 910 BURNABY BC V5G 4L6 CANADA
CROSSROADS DEVELOPERS ASSOCIATES, LLC	820 MORRIS TURNPIKE SUITE 301 PONTE VEDRA BEACH FL 32082
CROW-HOBBS NO. 1	CROW-HOBBS NO.1 CBRE BLDGID #5 PO BOX 82550 GOLETA CA 93118-2550
CROWN-DENVER V, LLC	CROWN DENVER V, LLC 3808 N SULLIVAN RD N-15 STE 202 SPOKANE VALLEY WA 99216
CRS PLAZA I, LC	CRS PLAZA I LC PO BOX 744970 ATLANTA GA 30384-4970
CRYSTAL GLEN MICHIGAN REALTY LP	ATTN: ALEXANDER MASSA ONE WORLD TRADE CENTER SUITE 83G LOS ANGELES CA 90071
CSFB 2004-C5 OFFICE 400, LLC	CSFB 2004-C5 OFFICE 400 LLC C/O LNR PARTNERS LLC 1601 WASHINGTON AVENUE #700 MIAMI BEACH FL 33139
CSHV DENVER TECH CENTER, LLC	5445 DTC PKWY GREENWOOD VILLAGE CO 80111
CSHV SOUTHPARK 6000 FAIRVIEW, LLC	ATTN: CAISTR PORTFOLIO MANAGER - SOUTHPARK TOWERS 601 S. FIGUEROA STREET, SUITE 4900 NEW YORK NY 10152
CT TOWER INVESTMENTS INC.	OXFORD PROPERTIES GROUP TD CANADA TRUST TOWER 161 BAY STREET - GROUND FLOOR TORONTO ON M5J 2S1 CANADA
CUBE WYNWOOD SPE, LLC	CUBE WYNWOOD SPE LLC 3 HOPE STREET BROOKLYN NY 11211
CWI EMERALD, LLC	130 E. RANDOLPH STREET SUITE 2100 PORTLAND OR 97214
CYPRESS LA TERRAZA, LLC	CO PEREGRINE REALTY PARTNERS 1201 DOVE STREET SUITE 650 NEWPORT BEACH CA 92660
DAKOTA UPREIT LIMITED PARTNERSHIP	ATTENTION: JIM KNUTSON 3003 32ND AVE S. SUITE 260 NEW YORK NY 10017

SERVICE LIST

Claim Name	Address Information
DE 16501, LLC	16501 VENTURA BOULEVARD SUITE 451 ENCINO CA 91436
DE VOP, LLC	DE VOP LLC 15233 VENTURA BOULEVARD SUITE 1018 SHERMAN OAKS CA 91403
DEARBORN CORPORATE, LLC	DEARBORN CORPORATE LLC PO BOX PROPERTY 310300, PROPERTY:089110 DES MOINES IA 50331-0300
DEDHAM PLACE EQUITY PARTNERS	130 NEW BOSTON STREET JERICHO NY 11753
DEERWOOD SOUTH, LLC	DEERWOOD SOUTH LLC PO BOX 865469 ORLANDO FL 32886-5469
DENHOLTZ HORIZON LLC C/O DENHOLTZ	ASSOCIATES ATTENTION: LEGAL DEPARTMENT 14 CLIFFWOOD AVENUE MONTREAL QC H2Z 2B5 CANADA
DERBY STREET DE, LLC	116 HUNTINGTON AVENUE SUITE 600 CHICAGO IL 60606
DILLON STATION, LLC	DILLON STATION LLC PO BOX 19107 RALEIGH NC 27619
DOLPHIN BANDERAS, L.P.	18818 VON KARMAN AVE. SUITE 200 BALTIMORE MD 21244
DORAL 8333 OFFICE, LLC	ATTN: JOSEPH B. DOBRONYI, JR., EXECUTIVE DIRECTOR 270 PARK AVE, 7TH FL, MAIL CODE NY1-K150 CHICAGO IL 60606
DOUGLAS DEVELOPMENT CORPORATION	ATTN: NORMAN JEMAL 702 H STREET, N.W. SUITE 400 ADDISON TX 75001
DOUGLAS EMMETT 2008, LLC	DOUGLAS EMMETT 2008 LLC ATTN PROPERTY MANAGER 8383 WILSHIRE BOULEVARD SUITE 340 BEVERLY HILLS CA 90211
DOVER SHORES LIMITED PARTNERSHIP	COMMERCIAL PROPERTIES, INC. A CORFAC INTERNATIONAL FIRM 2323 W. UNIVERSITY DRIVE TEMPE AZ 85281
DOYLESTOWN INVESTMENT PARTNERS I, LLC	DOYLESTOWN INVESTMENT PARTNERS I, LLC 118 FERRY RD DOYLESTOWN PA 18901
DUKE BRIDGES III BUILDING OWNER LLC	DUKE BRIDGES III BUILDING OWNER LLC C/O STREAM REALTY PARTNER, LP 10210 N CENTRAL EXPRESSWAY SUITE 200 DALLAS TX 75231
DULLES CREEK OWNER, LLC	ATTENTION: PETER KLEEBLATT 900 171H STREET, N.W TENTH FLOOR PHOENIX AZ 85020
DUNDEAL SUMMER 2011 COLLECTION (GP) INC.	30 ADELAIDE ST EAST, SUITE 1600 TORONTO ON M5C 3H1 CANADA
DUPONT JUNCTION HOLDINGS INC.	491 EGLINTON AVENUE WEST SUITE 503 TACOMA WA 98402
DWF V 655 NORTH CENTRAL, LLC	DWF V 655 NORTH CENTRAL, LLC PO BOX 743674 LOS ANGELES CA 90074-3674
EAST 54 ASSOCIATES	C/O TRIPROPERTIES, INC. 4309 EMPEROR BLVD SUITE 110 ATLANTA GA 30326
EAST 54 OFFICE RETAIL, LLC	1450 ENVIRON WAY ATLANTA GA 30346
ECLIPSE REAL ESTATE GROUP	6000 NW 97TH AVENUE MIAMI FL 33178
EJM ARROYO CORPORATE CENTER 1	& 2 PROPERTIES, LLC 9061 SANTA MONICA BOULEVARD SCOTTSDALE AZ 85260
ELJOAN, INC.	ATTN: ANDRES SEVILLA 1777 NE LOOP 410 SUITE 928 WASHINGTON DC 20036
EOS AT RIDGEWOOD CORPORATE CENTER I, LLC	ATTN BLDG ID-EO3130-RIDGEWOOD I PO BOX 6076 HICKSVILLE NY 11802-6076
EOSII AT HIGHLAND PARK PLACE, LLC	EOSII AT HIGHLAND PARK PLACE LLC PO BOX 840980 DALLAS TX 75284-0980
EPC-CW02, LLC	EPC-CW02, LLC 1722 ROUTH ST STE 770 DALLAS TX 75201
EQUIAN, LLC	ATTN: LEASE ADMINISTRATION USACT165 9900 BREN ROAD EAST/MN008-W310 SCOTTSDALE AZ 85254
ER/GS LP PROMENADE, LLC	SENIOR PROPERTY MANAGER 3131 EAST CAMELBACK ROAD SUITE 318 NEWPORT BEACH CA 92660
ESSEX FOX PLAZA, LP	1390 MARKET ST SAN FRANCISCO CA 94103
EUROPRO (KITCHENER) LIMITED PARTNERSHIP	EUROPRO (KITCHENER) LIMITED PARTNERSHIP C/O EUROPRO REAL ESTATE INC 310 WILSON AVENUE TORONTO ON M3H 1S8 CANADA
EXECUTIVE TOWERS ILLINOIS REALTY LP	EXECUTIVE TOWERS ILLINOIS REALTY LP C/O COLLIERS INTERNATIONAL LB UNIT 629 PO BOX 4857 PORTLAND OR 97208-4857
F7 NWO, LLC	ATTN: PROPERTY MANAGER 2500 NORTHWINDS PARKWAY SUITE 275 NEW YORK NY 10004
F7 PINNACLE, LLC	3455 PEACHTREE ROAD, NE SUITE 650 MONTREAL QC H3A 2W5 CANADA
FANA PARK CENTRE CORP.	FANA PARK CENTRE CORP MORNEU SHEPELL CENTER II 895 DON MILLS RD SUITE 110 TORONTO ON M3C 1W3 CANADA
FC YONKERS ASSOCIATES, LLC	FC YONKERS ASSOCIATES LLC PO BOX 826532 PHILADELPHIA PA 19182-6532
FEDERAL REALTY INVESTMENT TRUST	FEDERAL REALTY INVESTMENT TRUST LOCKBOX #9320 PO BOX 8500 PHILADELPHIA PA 19178-9320

SERVICE LIST

Claim Name	Address Information
FERNCROFT, LLC	FERNCROFT, LLC 747 THIRD AVENUE 37TH FLOOR NEW YORK NY 10017
FIELDSTONE NORTH 100, LLC	555 UNIVERSITY AVENUE SUITE 200 PLAINVIEW NY 11747
FIFTY CALIFORNIA STREET LLC	SHORENSTEIN REALTY SERVICES LP AGENT FOR FIFTY CALIFORNIA STREET LLC PO BOX 742708 LOS ANGELES CA 90074-2708
FIRST CENTRAL TOWER LIMITED PARTNERSHIP	FIRST CENTRAL TOWER LIMITED PARTNERSHIP P.O. BOX 746476 ATLANTA GA 30374-6476
FOREST CITY PIERREPONT ASSOCIATES	PO BOX 76069 BALTIMORE MD 21275-6069
FORUM PARK II, LLC	ATTN: GEORGE HOLDEN 6200 IDYLYWOOD LANE PRINCETON NJ 08540
FOUNDERS SQUARE LIMITED	FOUNDERS SQUARE LIMITED P.O. BOX 665 HALIFAX NS B3J 2T3 CANADA
FOUNTAIN PARK REALTY, LLC	C/O COLLETT MANAGEMENT LLC PO BOX 36799 CHARLOTTE NC 28236-6799
FOUR POINT STAR OPERATING COMPANY, L.P.	325 N. ST. PAUL STREET SUITE 2710 MINNEAPOLIS MN 55431
FPA4 DOBIE CENTER LLC	FPA4 DOBIE CENTER, LLC PO BOX 1410 SUISAN CITY CA 94585
FPG ASPEN LAKE OWNER, LP	PO BOX 2063 LITTLE ROCK AR 72202-2065
FRANKLIN POST OAK, LTD.	FRANKLIN POST OAK LTD. PO BOX 734283 DALLAS TX 75373-4283
FRAPAG WATERVIEW JAX, LLC	ATTN: JOHN H. ZEHMER 822 ALA NORTH SUITE 303 DURHAM NC 27703
FSP 390 INTERLOCKEN	FSP 390 INTERLOCKEN LLC 33037 COLLECTION CENTER DRIVE CHICAGO IL 60693-0330
FSP PACIFIC CENTER, LLC	FSP, LLC SUITE 1350 8000 TOWERS CRESCENT DRIVE VIENNA VA 22182
FSP RIVER CROSSING LLC	401 EDGEWATER PLACE, STE. 200 WAKEFIELD MA 01880
FSP-SOUTHFLOWER STREET ASSOCIATES, LLC	FSP- SOUTH FLOWER STREET ASSOCIATES PO BOX 841275 LOS ANGELES CA 90084-1275
FULCRUM 250 EAST, LLC	ATTN: SCOTT STAHR 8725 W. HIGGINS RD., STE. 805 EL SEGUNDO CA 90245
FULTON MARKET SPE I, LLC	FULTON MARKET SPE 1, LLC 802 GERVAIS STREET SUITE 200 COLUMBIA SC 29201
G&C ARBORS INVESTORS, LLC	2335 EAST ATLANTIC BLVD SUITE 300 WALTHAM MA 02451
G&I IX MARINA VILLAGE OFFICE PARK LP	G AND I IX MARINA VILL RESEARCH PARK LP PO BOX 840114 LOS ANGELES CA 90084-0114
G&I VII RIVER PLACE LP	BRANDYWINE REALTY TRUST 6500 RIVER PLACE BLVD BLDG. 4, SUITE 106 FORT WORTH TX 76107
G&I VIII DOMINION PLAZA, LP	G AND I VIII DOMINION PLAZA LP C/O PELOTON COMMERCIAL REAL ESTATE 17304 PRESTON ROAD, SUITE 280 DALLAS TX 75252
GAINNEY RANCH TOWN PROPERTIES, INC	ATTN: PROPERTY MANAGER 3131 E. CAMELBACK ROAD SUITE 400 LOS ANGELES CA 90067
GALLERIA ACQUISITION INC	C/O CUSHMAN & WAKEFIELD OF CA- DEPT#TX5200 PO BOX 511335 LOS ANGELES CA 90051-7890
GALLERIA OPERATING CO. LLC	GALLERIA OPERATING COMPANY LLC CAPITAL ONE BANK PO BOX 4305 NEW ORLEANS LA 70154-4305
GATEWAY HOUSTON PARTNERS, LLC	GATEWAY HOUSTON PARTNERS LLC 15333 JFK BOULEVARD SUITE 220 HOUSTON TX 77032
GC COLUMBIA, LLC	GC COLUMBIA LLC C/O URBAN RENAISSANCE PROPERTY COMPANY 701 5TH AVENUE, SUITE 4150 SEATTLE WA 98104
GEI WOODHOLME I, LLC	ATTENTION: MARK A. BENNETT, SR. 1829 REISTERSTOWN ROAD, SUITE 300 BALTIMORE MD 21208
GENESIS CAPITAL PARTNERS IX, LTD.	ATTN: BUILDING MANAGER 20405 STATE HIGHWAY 249 SUITE 100 QUEBEC QC G1S1C1 CANADA
GEORGETOWN ELEVENTH AVENUE OWNERS, LLC	ATTN: MICHAEL F. BUSCH, GENERAL COUNSEL 500 PARK AVENUE 10TH FLOOR RESTON VA 20190
GESTION 500 PLACE D' ARMES INC.	GESTION 500 PLACE D'ARMES INC. 500 PLACE D'ARMES SUITE: 1500 MONTREAL QC H2Y 2W2 CANADA
GG KIRBY GROVE LP	GG KIRBY GROVE LP GG KIRBY GROVE LP PO BOX 208493 DALLAS TX 75320-8493
GGE, LTD.	1716 BRIARCREST DRIVE SUITE 300 PRINCETON NJ 08540
GILTEDGE PROPERTIES, LLC	ATTN: JEFFREY J. WEYERS P.O. BOX 12057 ST. LOUIS PARK MN 55416
GL OFFICE OWNER 1, L.L.C.	GL OFFICE OWNER 1, LLC. PO BOX 936744 ATLANTA GA 31193-6744
GOLDFARB & FLEECE LLP	ATTN: PARTNER-IN-CHARGE, RUDIN MANAGEMENT 560 LEXINGTON AVENUE, 6TH FLOOR MIAMI FL 33131
GPI LEE PARKWAY, LP	GPI LEE PARKWAY LP P.O. BOX 208537 DALLAS TX 75320-8537
GPI-MT, LP	GPI-MT, LP P.O. BOX 201365 DALLAS TX 75320-1365

SERVICE LIST

Claim Name	Address Information
GRAM PROPERTIES, LLC AND PAUL L. & HELGA	A. HULME C/O KCM, INC. 3140 GOLD CAMP DRIVE #150 SAN DIEGO CA 92130
GRAND OAK MINNESOTA REALTY LP	ATTN: ALEXANDER MASSA ONE WORLD TRADE CENTER SUITE 83G CRANBURY NJ 08512
GRANDVIEW, LLC	GRANDVIEW LLC PO BOX 386027 BLOOMINGTON MN 55438
GRE-GOCO ORRINGTON OWNER LLC	1603 ORRINGTON AVENUE SUITE 1090 EVANSTON IL 60201
GT REAL ESTATE USA, LLC	GT REAL ESTATE USA LLC C/O TRINITY PARTNERS MANAGEMENT LLC 440 SOUTH CHURCH STREET, SUITE 800 CHARLOTTE NC 28202
GTA OFFICE INC.	GTA OFFICE INC COLLIERS INTERNATIONAL BROOKFIELD PLACE 181 BAY STREEY SUITE 1400 TORONTO ON M5J 2V1 CANADA
H'Y2 KNIGHTSBRIDGE, LLC	30 KNIGHTSBRIDGE RD NEW YORK NY 10007
HARBERT UNITED STATES REAL ESTATE FUND,	VI, L.P. 2100 THIRD AVENUE NORTH SUITE 600 BIRMINGHAM AL 35203
HARBOURSIDE PLACE LLC	HARBOURSIDE PLACE, LLC 107 NORTH COASTAL WAY JUPITER FL 33477
HERTZ HOUSTON BROOKHOLLOW, LP	ATTN: ASSET MANAGER 21860 BURBANK BLVD SUITE 300 SOUTH CHARLOTTE NC 28202
HERTZ NORFOLK 999 WATERSIDE, LLC	ATTN: ASSET MANAGER 21860 BURBANK BLVD. SUITE 300 SOUTH WESTCHESTER IL 60154
HIGHWOODS REALTY LIMITED PARTNERSHIP	ATTN: MANAGER, LEASE ADMIN & LEGAL DEPT 3100 SMOKETREE COURT SUITE 600 BOSTON MA 02116
HIGHWOODS REALTY LIMITED PARTNERSHIP	HIGHWOODS REALTY LIMITED PARTNERSHIP 3500 LENOX ROAD SUITE 850 ATLANTA GA 30328
HINES	ATTN: PROPERTY MANAGER 6200 STONERIDGE MALL ROAD SUITE #130 HOOVER AL 35216
HINES GLOBAL REIT 2615 MED CENTER	PARKWAY LLC HEINS GLOBAL REIT 2615 MED CENTER PKWY PO BOX 742644 ATLANTA GA 30374-2644
HINES VAF II 12100 WILSHIRE, L.P.	HINES VAF II 12100 WILSHIRE LP DEPT 34168 PO BOX 39000 SAN FRANCISCO CA 94139
HOLLAND & KNIGHT	ATTENTION: NOAH SHAPIRO, ESQ. 31 WEST 52ND STREET 12TH FLOOR ATLANTA GA 30326
HPT SUNBELT PORTFOLIO, LLC	ATTN: ASSET MANAGER 21860 BURBANK BLVD SUITE 300 SOUTH STAMFORD CT 06902
HRLP COOL SPRINGS, LLC	C/O HIGHWOODS PROPERLIES P.O. BOX 281895 FORT WORTH TX 76107
HUDSON MERRILL PLACE, LLC	HUDSON MERRILL PLACE, LLC 11601 WILSHIRE BLVD., 9TH FLOOR LOS ANGELES CA 90025
HUDSON-SENTRY, LLC	ATTN: DAVID MAHAN, BUILDING ENGINEER 115 CHRISTOPHER COLUMBUS DRIVE SUITE 400 BOSTON MA 02116
HULLMARK SUN LIFE (ATLANTIC) LTD.	HULLMARK SUN LIFE (ATLANTIC) LP 474 WELLINGTON STREET WEST SUITE 200 TORONTO ON M5V 1E3 CANADA
HUNTCREST COMMERCE CENTER LLC	C/O LINCOLN PROPERTY COMPANY PO BOX 654026 DALLAS TX 75265-4026
HWA 555 OWNERS, LLC	ATTN: CHIEF OPERATING OFFICER 210 ROUTE 4 EAST CHICAGO IL 60606
I.G. INVESTMENT MANAGEMENT, LTD.	C/O COLLIERS ATTN: PROPERTY MANAGEMENT 305 BROADWAY SUITE 500 TAMPA FL 33631-3197
IA HIGH CROSSING, LLC	ATTN: RICHARD MARVIN 5315 WALL STREET SUITE 220 ATLANTA GA 30308
INDEPENDENCE EQUITY PARTNERS, LLC	INDEPENDENCE EQUITY PARTNERS, LLC 150 EAST 58TH STREET SUITE 2000 NEW YORK NY 10155
INDUSTRIAL ALLIANCE INSURANCE &	FINANCIAL SERVICES INC. C/O CBRE LIMITED 500, 350 - 8TH AVENUE SW CALGARY AB T2P 3S8 CANADA
INDUSTRIAL ALLIANCE INSURANCE AND	FINANCIAL SERVICES INC. ACCOUNTING DEPT 2000 MCGILL COLLEGE AVE SUITE 1100 MONTREAL QC H3A 3H3 CANADA
ISO LAUMEIER II LLC	ATTN: HEAD OF ASSET MANAGEMENT 11601 WILSHIRE BLVD. SUITE 1690 BLOOMINGTON MN 55435
IVANHOE CAMBRIDGE INC.	CENTRE CDP CAPITAL 1001 SQUARE VICTORIA SUITE C-500 VICTORIA BC V8W 2G4 CANADA
IVC PFV, LLC	116 VILLAGE BOULEVARD MIRAMAR BEACH FL 32550
IVY MBT PROPERTY, LLC	IVY MBT PROPERTY LLC PO BOX 865447 ORLANDO FL 32886-5447
JACKSON II, LLC	JACKSON II, LLC 5665 POWER INN RD SUITE 140 SACRAMENTO CA 95824
JACKSON UOP, LLC	JACKSON UOP LLC 5665 POWER INN ROAD SUITE 140 SACRAMENTO CA 95824
JAMES CAMPBELL COMPANY LLC	JAMES CAMPBELL COMPANY LLC 1001 KAMOKILA BLVD JAMES CAMPBELL BUILDING SUITE 200 KAPOLEI HI 96707
JBG/BC CHASE TOWER, L.P.	JBG BC CHASE TOWER LP PO BOX 645450 CINCINNATI OH 45264-5450

SERVICE LIST

Claim Name	Address Information
JD CP INVESTORS, LLC	415 E. 37TH ST SUITE 18A NEW YORK NY 10016
JEMAL'S ULIN LLC	JEMALS ULIN LLC PO BOX 823973 PHILADELPHIA PA 19182-3973
JENKINS COURT REALTY CO., L.P.	JENKINS COURT REALTY CO., L.P. P.O. BOX 549 ABINGTON PA 19001
JHTC HOLDINGS LLC	JHTC HOLDINGS LLC 28627 NETWORK PLACE CHICAGO IL 60673-1286
JLJ (USA) INVESTMENTS, LLC	JLJ (USA) INVESTMENTS, LLC UNITED TRUST REALTY PO BOX 51488 ONTARIO CA 91761-0088
JOHN HANCOCK LIFE INSURANCE COMPANY	(USA), ATTN: JEAN-MARC LAVERDURE 200 BERKELEY STREET BOSTON MA 02116
JOHN MANAGEMENT COMPANY, LLC	39899 BALENTINE DRIVE SUITE 352 NEW YORK NY 10281-1023
KATHLEEN M. SCHNEIDER	C/O MATTIE EQUITY LLC 5836 FAYETTEVILLE RD STE 204 DURHAM NC 27713-6692
KB TRI-CITY II MT, LLC	KB TRI-CITY II MT, LLC PO BOX 31001-2685 PASADENA CA 91110-2685
KBSII 445 SOUTH FIGUEROA, LLC	KBSII 445 SOUTH FIGUEROA LLC P. O BOX 74007083 CHICAGO IL 60674-7083
KBSII WILLOW OAKS, LLC	8280 WILLOW OAKS CORPORATE DR. WOODLAND HILLS CA 91367
KBSIII ALMADEN FINANCIAL PLAZA, LLC	99 ALMADEN BLVD SUITE 150 SADDLE BROOK NJ 07663
KBSIII PARK PLACE VILLAGE, LLC	BUILDING ID R31225 PO BOX 6136 HICKSVILLE NY 11802-6136
KBSIII PRESTON COMMONS, LLC	BLDG ID R31092 PO BOX 82550 GOLETA CA 93118-2550
KCO 2300 MAIN 520, LLC	2600 GRAND BLVD., SUITE 700 KANSAS CITY MO 64108
KENNEDY TOWER, LLC	KENNEDY TOWER LLC 320 S BOSTON AVE SUITE 1130 TULSA OK 74103
KEY SUCCESS LLC	935 BROADWAY NEW YORK NY 10010
KEYSTONE INVESTORS, LLC	KEYSTONE INVESTORS, LLC 32036 COLLECTION CENTER DRIVE CHICAGO IL 60693-0629
KIAMIE 411, LLC	KIAMIE 411 LLC C/O WINDSOR MANAGEMENT CORPORATION 31 EAST 32ND STREET 8TH FLOOR NEW YORK NY 10532
KILROY REALTY, L.P.	KILROY REALTY LP PO BOX 45299 SAN FRANCISCO CA 94145-0299
KIMCO ARBOR LAKES S.C., LLC	500 NORTH BROADWAY P.O. BOX 9010, SUITE 201 ATLANTA GA 30342
KING'S CROSS SHOPPING CENTRE LTD.	KING CROSS 14 WALL STREET 20TH FLOOR NEW YORK NY 10005
KINGSTOWNE OFFICE 36 LP	KINGSTOWNE OFFICE 36 LP 2900 LINDEN LANE SUITE 300 SILVER SPRING MD 20910
KJMED, LLC	KJMED LLC 49 TRAILWOOD DR HOLLAND PA 18966
KMA PROPERTIES, LLC	KMA PROPERTIES LLC C/O PROPERTY RESOURCES GROUP 4265 45TH ST. S. SUITE 200 FARGO ND 58104
KORE BELLEVUE TECHNOLOGY CENTER, INC.	3200 PARK CENTER DR STE 600 COSTA MESA CA 92626-7226
KORE WEST LOOP I AND II, INC.	1000 MAIN ST STE 2400 HOUSTON TX 77002
KP EMERALD OWNER, LLC	C/O KEARNY REAL ESTATE COMPANY 1875 CENTURY PARK EAST, SUITE 380 LOS ANGELES CA 90067
KS 1235 BAY STREET INC.	KS 1235 BAY STREET INC C/O BENTALL KENNEDY (CANADA) LP 130 BLOOR STREET WEST # 8020 TORONTO ON M5S 1N5 CANADA
KS 500 4TH AVENUE SW INC.	140-4TH AVENUE SW SUITE 210 NEWPORT BEACH CA 92660
KS CALGARY PLACE INC.	410, 330 - 5TH AVENUE SW DALLAS TX 75205
KS COMPANY TRUST	30 NOBSCOT ROAD UNIT 5 SUDBURY MA 01776
KS SLATER INC.	ATTN: VP, PROPERTY MANAGEMENT AND LEASING DEPARTME 16 CONCOURSE GATE, SUITE 200 PORTLAND OR 97204
KW FUND V - BRAND, LLC	KW FUND V BRAND LLC PO BOX 102008 PASADENA CA 91189-2008
LA JOLLA CENTRE I LLC	LA JOLLA CENTRE I LLC DEPT 6976 LOS ANGELES CA 90084-6976
LA JOLLA EASTGATE LLC	ATTN: PROPERTY MANAGER 9530 TOWNE CENTER DRIVE SUITE 100 SCOTTSDALE AZ 85251
LADERA UAC OFFICE 555, 600 & 999, LLC	ATTN: JEREMY LASTER 28811 OTTEGA HIGHWAY NEWYORK NY 10022
LAKE FOREST LANDMARK COMPANY LLC	ATTN: PRESIDENT 2401 N. HALSTED SUITE 200 CHICAGO IL 60611
LAKES PROPERTY OWNER, LLC	LAKES PROPERTY OWNER LLC C/O THE LARCHMONT GROUP 3600 LIME STREET, SUITE 123 RIVERSIDE CA 92501
LAKESIDE I AND II ASSOCIATES, LLC	LAKESIDE I AND II ASSOCIATES LLC C/O CPPM FC LLC 225 NE MIZNER BOULEVARD SUITE 200 BOCA RATON FL 33432
LAKEVIEW CENTER TT, LLC	777 THIRD AVENUE 25TH FLOOR NEW ORLEANS LA 70130
LANGTREE OFFICE CENTER LLC	LANGTREE OFFICE CENTER LLC 401 LANGTREE ROAD, SUITE 200 MOORESVILLE NC 28117

SERVICE LIST

Claim Name	Address Information
LBA REALTY FUND II-COMPANY V, LLC	ATTN: REGIONAL OPERATIONS MANAGER 2555 EAST CAMELBACK ROAD SUITE 180 CHARLOTTE NC 28202
LBA RIV -COMPANY II, LLC	3333 MICHELSON DRIVE SUITE 350 ST. LOUIS MO 63102
LCP FORSYTH BOULEVARD PROPERTY OWNER, LLC	ATTN: COMMONWEALTH COMMERCIAL PARTNERS MO, LLC 4198 COX ROAD, SUITE 201 CHICAGO IL 60601
LEE FARM PARTNERS, LLC	LEE FARM PARTNERS LLC ONE ADAMS PLACE 859 WILLARD STREET SUTIE 501 QUINCY MA 02169
LEGACY REAL ESTATE INVESTMENTS, INC.	1962 E. STAG HILL CIRCLE DRAPER UT 84020
LEI PA PARTNERS LP	LEI PA PARTNERS LP ONE MEADOWLANDS PLAZA SUITE 803 EAST RUTHERFORD NJ 07073
LIBERTY INVESTMENTS I, LLC	37000 GRAND RIVER AVENUE SUITE 360 LOS ANGELES CA 90064
LIBERTY ONE, LLC	11414 WEST PARK PLACE SUITE 104 DEERFIELD IL 60015
LINCOLN CENTER LLC	ATTENTION: CORPORATE SECRETARY 555 CALIFORNIA STREET 49TH FLOOR SAN FRANCISCO CA 94105
LINDEN PLACE LIMITED PARTNERSHIP	15740 WEST CENTER ROAD BROOKHAVEN GA 30329
LN TOWNCENTER I, LLC	ATTN: JEFFREY P. WIELAND, ESQ. 420 SOUTH ORANGE AVENUE SUITE 1200 SAN FRANCISCO CA 94104
LOT C&D DEVELOPMENT, LLC	LOT C AND D DEVELOPMENT LLC P O BOX 20206 LOUISVILLE KY 40220
LOW TIDE PROPERTIES LTD.	LOW TIDE PROPERTIES LTD. 600 - 21 WATER ST. VANCOUVER BC V6B 1A1 CANADA
LPF PEARL WEST, LLC	LPF PEARL WEST, LLC P.O. BOX 748686 LOS ANGELES CA 90074-8667
LPF REALTY OFFICE INC.	LPF REALTY OFFICE INC. C/O FENGRATE PROPERTY MANAGEMENT LTD. 2275 UPPER MIDDLE ROAD E, SUITE 700 OAKVILLE ON L6H 0C3 CANADA
LV GRAMERCY OWNER, LP	LV GRAMERCY OWNER, L.P. C/O SKR REAL ESTATE SERVICES LLC 6029 S FORT APACHE RD SUITE 100 LAS VEGAS NV 89148
LVA4 ATLANTA COLONY SQUARE, L.P.	LVA4 ATLANTA COLONY SQUARE, L.P. PO BOX 744848 ATLANTA GA 30374-4848
MACK-CALI REALTY	5 VAUGHN DRIVE SUITE 305 HOUSTON TX 77056-6118
MACK-CALI REALTY CORPORATION	ATTN: LEIGH REUSTLE 101 HUDSON STREET JOHNS CREEK GA 30097
MACLEOD PLACE LTD.	400, 630- 8TH AVENUE S.W. BOSTON ID 83702
MAIA HOLDINGS LLC	MAIA HOLDINGS LLC PO BOX 45479 SAN FRANCISCO CA 94145-0479
MANULIFE FINANCIAL	ATTN: RAYMOND ROTHFELDER 865 SOUTH FIGUEROA ST SUITE 3320 CHICAGO IL 60654
MAP GROUND LEASE OWNER, LLC	ATTN: REAL ESTATE ASSET MANAGEMENT 9 WEST 57TH STREET 40TH FLOOR NEWPORT BEACH CA 92658-6370
MAP URBAN RENEWAL LLC	MAP URBAN RENEWAL LLC VALLEY & BLOOM MONTCLAIR ATTN TRACEY WILKINSON 34 VALLEY ROAD MONTCLAIR NJ 07040
MARISA CONSTRUCTION LIMITED	4711 YONGE STREET SUITE 1400 WOODCLIFF LAKE NJ 07677
MATRIX/AEW NB, LLC	ATTN DONALD M EPSTEIN C/O MATRIX DEVELOPMENT CN 4000 FORSGATE DRIVE CRANBURY NJ 08512
MAYSA USA LLC	C/O BRANCH BANKING & TRUST 1909 K STREET NW WASHINGTON DC 20006
MCDONALD LAND HOLDINGS, LLC	LOCKBOX 6076, PO BOX 6076 HICKSVILLE NY 11802-6076
MCKENZIE CAPITAL PARTNERS LLC	MCKENZIE CAPITAL PARTNERS, LLC P.O. BOX 1209 RENO NV 89504
MCKINNEY CORPORATE CENTER I, LLC	MCKINNEY CORPORATE CENTER I LLC 4900 MAIN STREET, SUITE 300 KANSAS CITY MO 64112
MCP 4600 SOUTH SYRACUSE, LLC	MCP 4600 SOUTH SYRACUSE LLC METLIFE CORE PROPERTY REIT LLC DEPT #880050 PO BOX 29650 PHOENIX AZ 85068-9650
MCPP WFC MIAMI, LLC	WFC WORLD FINANCIAL CONSULTANTS, INC. 21515 S WESTERN AVE STE 106 TORRANCE CA 90501 TORRANCE CA 90501
MEADOWS ON THE PARKWAY STATION LLC	MEADOWS ON THE PARKWAY STATION LLC 33340 COLLECTION CENTER DR CHICAGO IL 60693-0333
MEADOWS ROAD LLC	P.O. BOX 748526 LOS ANGELES CA 90074-8526
MELROSE INVESTMENTS INC.	MELROSE INVESTMENTS INC 145 REYNOLDS STREET SUITE 400 OAKVILLE ON L6J 0A7 CANADA
MEPT LIGHTON PLAZA, LLC	MEPT LIGHTON PLAZA LLC FILE 30545 PO BOX 60000 SAN FRANCISCO CA 94160

SERVICE LIST

Claim Name	Address Information
MERCHANDISE MART LLC	MERCHANDISE MART LLC 1728 PAYSHERE CIRCLE CHICAGO IL 60674
MERCHANDISE MART LLC	ATTN: CHIEF OPERATING OFFICER 222 THE MERCHANDISE MART SUITE 470 LOS ANGELES CA 90024
MERIDIAN CENTERCAL, L.L.C	MERIDIAN CENTERCAL LLC UNIT 10 PO BOX 5000 PORTLAND OR 97208-5000
MERION COMMERCIAL REALTY, INC	MERION COMMERCIAL REALTY INC. 223 WILMINGTON WEST CHESTER PIKE SUITE 106 CHADDS FORD PA 19317
METCALFE REALTY COMPANY LIMITED	METCALFE REALTY COMPANY LIMITED 2700 QUEENSVIEW DRIVE OTTAWA ON K2B 8H6 CANADA
MGR HOLDINGS 1, LLC	372 DANBURY ROAD ATTN: VIVIAN HAWKINS WILTON NJ 06897
MI REAL ESTATE HOLDINGS, LLC	10181 SCRIPPS GATEWAY COURT NEWPORT BEACH CA 92660
MILKIN HOLDINGS LIMITED	MILKIN HOLDINGS LIMITED C/O VICE PRESIDENT 7 DUNDAS SQUARE SUITE 300 TORORNTO ON M5B 1B5 CANADA
MILLENIA LAKES OWNER II, L.P.	PO BOX 953557 REMITTANCE ID: 1009435 ST LOUIS MO 63195
MILLS PLAZA PROPERTIES VII, LP	201 E MAIN DRIVE SUITE 104 BOSTON MA 02116
MJH NORTHBROOK, LLC	ATTN:JONATHAN E. ROTHSCHILD 150 SOUTH WACKER DRIVE SUITE 3025 WALNUT CREEK CA 94596
MK RRP 4500 PARK GRANADA BOULEVARD, LLC	MK RRP 4500 PARK GRANADA BOULEVARD LLC 523 W 6TH STREET SUITE 600 LOS ANGELES CA 90014
MKS 175 CAPITAL, LLC	MKS 175 CAPITAL LLC C/O KS PARTNERS, LLC 150 EAST 58TH ST SUITE 2000 NEW YORK NY 10155
ML-AI NORMANDEALE, LLC	ATTN: GENERAL MANAGER 5600 WEST 83RD STREET SUITE 280 WOODLAND HILLS CA 91367
MOAB HOLDINGS REGAL PLAZA LLC	MOAB HOLDINGS REGAL PLAZA LLC C/O NAI PETROUS LLC 5810 E. SKELLY DRIVE 12TH FLOOR TULSA OK 74135
MOURIER LAND INVESTMENT CORPORATION	C/O GRUBB & ELLIS MGMT SERVICES 445 S FIGUEROA ST, ATT: JEANETTE FUENTES SUITE 3300 LOS ANGELES CA 90071
MSB SLC OPPORTUNITY FUND LLC	MSB SLC OPPORTUNITY FUND LLC P.O. BOX 913137 DENVER CO 80291-3137
MSTC I, LLC	2560 LORD BALTIMORE DRIVE MINNEAPOLIS MN 55402
MSVEF-FG WFC PROPERTY OWNER LP	ATTN: ASSET MANAGEMENT 303 W. MADISON STREET SUITE 2050 NEW YORK NY 10170
MULLER-SBOT LLC	MULLER SBOT, LLC C/O THE MULLER COMPANY 18881 VON KARMAN AVENUE, SUITE 400 IRVINE CA 92612
MYP SOUTHBRIDGE, LLC	MYP SOUTHBRIDGE, LLC 2100 SOUTHBRIDGE PARKWAY SUITE 285 BIRMINGHAM AL 35209
NASHLAND TT, LP	NASHLAND TT, LP PO BOX 31197 TAMPA FL 33631-3197
NATIONAL DEVELOPMENT	ATTN:ANDREW GALLINARO, MANAGING PARTNER 2310 WASHINGTON STREET ORLANDO FL 32801
NATIONAL DEVELOPMENT	ATTN: RICHARD P. SCHWARTZ, ESQ. 2310 WASHINGTON STREET ORLANDO FL 32827
NBS ARROWHEAD I, LLC	ALTER GROUP LOCKBOX 75 REMITTANCE DRIVE SUITE 1219 CHICAGO IL 60675-1219
NEW ROC PARCEL 1A RETAIL, LLC	NEW ROC PARCEL 1A RETAIL, LLC 1720 POST ROAD FAIRFIELD CT 06824
NEWCASTLE RETAIL MANAGEMENT LLC	NEWCASTLE RETAIL MANAGEMENT LLC 150 N MICHIGAN AVE SUITE 3610 CHICAGO IL 60601
NEWPORT PLAZA OFFICE, LLC	PO BOX 740227 LOS ANGELES CA 90074-0227
NEWTOWN VENTURE IV ASSOCIATES LIMITED	PARTNERSHIP, C/O PITCAIRN PROPERTIES INC ONE PITCAIRN PLACE 165 TOWNSHIP LINE RD, STE 1500 JENKINTOWN PA 19046-3599
NEXT GATEWAY OWNER, LLC	NEXT GATEWAY OWNER LLC 5215 OLD ORCHAD ROAD SUITE 880 SKOKIE IL 60077
NNN 400 CAPITOL, LLC	NNN 400 CAPITOL LLC 400W CAPITOL SUITE 1275 LITTLE ROCK AR 72201
NODDLE AV4, LLC	NODDLE AV4, LLC 2285 S. 67TH STREET, SUITE 250 OMAHA NE 68106
NOP COTTONWOOD HOLDINGS, LLC	ATTN: ASSET MANAGER - COTTONWOOD CORPORATE CENTER, COMMONWEALTH PARTNERS 515 SOUTH FLOWER STREET, SUITE 3200 CHICAGO IL 60611
NORTH BAY 4040 TT, LLC	777 THIRD AVENUE 25TH FLOOR SAN DIEGO CA 92121
NORTH POINT MALL, LLC	ATTN: GENERAL MANAGER 1000 NORTH POINT MALL, LLC NORTH POINT MALL LOS ANGELES CA 90067-6019
NORTH SHORE PLACE PARTNERS, LLC	NORTH SHORE PLACE PARTNERS LLC C/O NEWMARK KNIGHT FRANK 210 SIXTH AVENUE, SUITE 600 PITTSBURGH PA 15222
NORTHAM CCPF TENCO (CAL-ED) LIMITED	2 CARLTON STREET SUITE 909 NEW YORK NY 10017

SERVICE LIST

Claim Name	Address Information
NORTHFIELD EQUITIES INC	40 UNIVERSITY AVENUE SUITE 1200 MISSISSAUGA ON L4Z 1H8 CANADA
NORTHFIELD STAPLETON ASSOCIATES, LLC	NORTHFIELD STAPLETON ASSOCIATES LLC PO BOX 72014 CLEVELAND OH 44192-0014
NREF-CT NOVA FOP BORROWER, LLC	NREF-CT NOVA FOP BORROWER LLC PO BOX 536419 PITTSBURGH PA 15253-5906
OAK BROOKE POINTE LLC	OAK BROOK POINTE, LLC P.O.BOX 310300 PROPERTY 430410 DES MOINES IA 50331-0300
OC OET OWNER LLC	18881 VON KARMAN AVE. SUITE 400 ROCKVILLE MD 20850
OFFICE MORTGAGE INVESTMENTS INC.	MAIN STREET WEST SUITE 101-701 AUSTIN TX 78710
OFFICE PARTNERS XIX BRANDYWINE LLC	OFFICE PARTNERS XIX BRANDYWINE LLC 322 A STREET SUITE 300 WILMINGTON DE 19801
OLD TOWN SQUARE LLC (LL)	OLD TOWN SQUARE LLC C/O D. QUICK COMMERCIAL MANAGEMENT, INC. 1000 N. IH 35, SUITE A ATTN: LAURIE WIER ROUND ROCK TX 78681
OLD TOWN VAL VISTA, LLC	OLD TOWN VAL VISTA LLC 990 HIGHLAND DRIVE, SUITE 200 SOLANA BEACH CA 92075
OMERS REALTY CORP, GUINNESS TOWER	HOLDINGS LTD PROPERTY MANAGEMENT OFFICE 2 BLOOR STREET W., SUITE 1802 TORONTO ON M4W 3E2 CANADA
OMNINET CHASE PARK, LLC	OMNINET CHASE PARK, LLC P.O. BOX 30103408 LOS ANGELES CA 90030-1034
OMNINET PACIFIC POINTE, LP	OMNINET PACIFIC POINTE LP ATTN ACCOUNTING DEPT 9420 WILSHIRE BOULEVARD FOURTH FLOOR BEVERLY HILLS CA 90212
ONB LLC	ATTN: BARBARA LIEBERS 555 SKOKIE BOULEVARD SUITE 370 NORTH HOLLYWOOD CA 91602
ONE BRIDGE PLAZA, LLC; ONE BRIDGE PLAZA II, LLC; ONE BRIDGE PLAZA III, LLC AND ARCADIAN EQUITIES, LLC	ONE BRIDGE PLAZA III, LLC AND ARCADIAN EQUITIES, LLC 200 WASHINGTON ST HOBOKEN NJ 07030
ONE GATEWAY CENTER PROPERTY OWNER LLC	ONE GATEWAY CENTER PROPERTY OWNER LLC PO BOX 75428 CHICAGO IL 60675-5428
ONE HUNDRED TOWERS LLC	ATTN: VICE PRESIDENT, PROPERTY MANAGEMENT 2049 CENTURY PARK EAST, SUITE 2380 LAS VEGAS NV 89119
ONE PACIFIC HEIGHTS, LLC	BRENDA FARRELL, DIRECTOR OF PROPERTY MANAGEMENT 450 B STREET, SUITE 400 MANHASSET NY 11030
ONE STAMFORD PLAZA OWNER LLC	ONE STAMFORD PLAZA OWNER LLC ACCT# 9845336131 PO BOX 8000-100 BUFFALO NY 14267
ONE WESTCHASE CENTER TT, LLC	ONE WESTCHASE CENTER TT LLC PO BOX 204278 DALLAS TX 75320-4278
OP OFFICE PARTNERS, LLC	OP OFFICE PARTNERS LLC 212 E 3RD ST SUITE 300 CINCINNATI OH 45202
OVINTIV USA INC.	OVINTIV USA INC 5600 TENNYSON PARKWAY SUITE 370 PLANO TX 75024
PACIFIC OAK SOR AUSTIN SUBURBAN	PORTFOLIO, LLC KBS SOR AUSTIN SUBURBAN PORTFOLIO LLC PO BOX 844740 DALLAS TX 75284-4740
PACIFIC OAK SOR CITY TOWER, LLC	ATTN: SHEP WAINWRIGHT, SENIOR VICE PRESIDENT 3200 PARK CENTER DRIVE, SUITE 600 MILWAUKEE WI 53226
PAR CAPITAL-MADISON, LLC	ATTENTION: SCOTT EHLEY 2201 W. ROYAL LANE SUITE 165 ATLANTA GA 30319
PARK 80 WEST OWNER LLC	PARK 80 WEST OWNER, LLC PO BOX 76052 BALTIMORE MD 21275-6052
PARK CENTER PLAZA LP	PARK CENTER PLAZA LP PO BOX 714589 CINCINNATI OH 45271-4589
PARK PLACE OWNER, LLC	PARK PLACE OWNER LLC P.O. BOX 76448 BALTIMORE MD 21275-6448
PARKWAY NORTH NO. 1, LP	PARKWAY NORTH NO. 1, L.P. 13600 HERITAGE PARKWAY, SUITE 200 FORT WORTH TX 76177
PARKWAY WEST, LLC	PARKWAY WEST LLC 6965 UNION PARK CENTER#180 MIDVALE UT 84047
PARKWOOD THREE, LLC	PARKWOOD THREE, LLC P.O. BOX 419567 BOSTON MA 02241-9567
PCE PARTNERS, LLC	PCE PARTNERS LLC 33353 COLLECTION CENTER DRIVE CHICAGO IL 60693-0333
PCI KING GEORGE DEVELOPMENTS INC. AND	FRASER & KING GEORGE PROPERTIES LIMITED PARTNERSHIP, ATTN: DAN TURNER/ JARVIS ROUILLARD, 300-1030 WEST GEORGE STREET MENOMONEE FALLS WI 53051
PCPI UT OWNER, LP	PCPI UT OWNER, LP PO BOX 95467 GRAPEVINE TX 76099-9752
PHOENIX RS ONE, LLC	PHOENIX RS TWO LLC PO BOX 845864 LOS ANGELES CA 90084-5864
PIEDMONT 400 GALLERIA, LLC	PIEDMONT 400 GALLERIA LLC GALLERIA 400 PO BOX 745432 ATLANTA GA 30384-5432
PIEDMONT PARK PLACE, LP	ATTN: ASSET MANAGER-TEXAS 5565 GLENRIDGE CONNCECTOR SUITE 450 WEST PALM BEACH FL 33401
PLAYA JEFFERSON OFFICE FEE OWNER, LLC	422 31ST STREET MILWAUKEE WI 53212
PLAZA 7000, LTD	C/O KUCERA MANAGEMENT 7200 NORTH MOPAC #420 PHOENIX AZ 85016
PLAZA INVESTMENTS II HOLDINGS, LLC	PLAZA INVESTMENTS II HOLDINGS, LLC PO BOX 936228 ATLANTA GA 31193-6228
PLAZA SAN RAMON, LLC	PLAZA SAN RAMON LLC PO BOX 398966 SAN FRANCISCO CA 94139-8966

SERVICE LIST

Claim Name	Address Information
PLN OWCS, L.P.	ATTN: ANDREW WILDMAN 2060 MT. PARAN RD. NW SUITE 111 VANCOUVER BC V6C 2W2 CANADA
PMZ-RIVERWOOD, LLC	PMZ RIVERWOOD LLC P.O. BOX 851322 MINNEAPOLIS MN 55485-1322
PNC CENTER CINCINNATI REALTY LP	PO BOX 779091 BATON ROUGE LA 70802
PORTAGE & MAIN DEVELOPMENT, LTD.	PORTAGE & MAIN DEVELOPMENT LTD SUITE 590 - 201 PORTAGE AVE WINNIPEG MB R3B 3K6 CANADA
POYDRAS (LOUISIANA) LLC	ATTN: PROPERTY MANAGER 1615 POYDRAS STREET SUITE 840 BRAINTREE MA 02184
PPF OFF 125 CAMBRIDGEPARK DRIVE, LLC	P.O.BOX 21433 NEW YORK NY 10087-1433
PPF PARAMOUNT ONE MARKET PLAZA OWNER, LP	ATTN: KEVIN SAAVEDA C/O MORGAN STANLEY US RE INVESTING DIV 555 CALIFORNIA ST, STE 2200, FLOOR 21 IRVINE CA 92614
PR 150 ROOSEVELT SHOPS LLC	PR 150 ROOSEVELT SHOPS LLC PO BOX 2044 DEPT 7500 MEMPHIS TN 38101
PR 55 EAST MONROE, LLC	PR 55 EAST MONROE, LLC LOCKBOX #28195 PO BOX 28195 CHICAGO IL 60673
PR II LACENTERRA, LP	PR II LACENTERRA, LP PO BOX 856492 MINNEAPOLIS MN 55485-6492
PR II/MCC SOUTH COAST PROPERTY OWNER,	LLC PR II MCC SOUTH COAST PROPERTY OWNER LLC 575 ANTON BOULEVARD, SUITE 350 COSTA MESA CA 92626
PR WILLINGDON 4170 RE LIMITED	PARTNERSHIP
PRECEDENT CO-INVESTOR, LLC	PRECEDENT CO-INVESTOR LLC 27710 NETWORK PLACE CHICAGO IL 60673-1277
PREPI BRISTOL PLACE IC, LLC	PREPI BRISTOL PLACE IC LLC PFG IMPERIAL CTR PTR - 410029 PO BOX 310300 PROPERTY 410029 DES MOINES IA 50331-0300
PREYLOCK SJC LLC	PREYLOCK SJC LLC PO BOX 399066 SAN FRANCISCO CA 94139-9066
PRIM BAC COLONNADE, LLC	PRIM BAC COLONNADE LLC PO BOX 645705 CINCINNATI OH 45264-5705
PRIME US-222 MAIN, LLC	PO BOX 741269 LOS ANGELES CA 90074
PRIME US-PROMENADE, LLC	800 NEWPORT CENTER DRIVE SUITE 700 NEW YORK NY 10103
PRINCIPAL LIFE INSURANCE COMPANY	ATTN: SENIOR VICE PRESIDENT 5000 HOPYARD ROAD SUITE 165 NEWPORT BEACH CA 92658-6370
PROGRESS POINT LLC	ATTN: CHIEF OPERATING OFFICER 420 SOUTH ORANGE AVENUE SUITE 950 GREENWICH CT 06830
PROVIDENCE HEALTH & SERVICES	PROVIDENCE HEALTHCARE SERVICES 8505 NW 74 STREET SUITE B MIAMI FL 33166
PW OWNER, LLC	PW OWNER LLC PO BOX 745322 ATLANTA GA 30374-5322
QBE AMERICAS, INC.	ATTN: LEGAL DEPARTMENT ONE QBE WAY MONTREAL QC H3A2A6 CANADA
QDC PROPERTY MANAGEMENT	8000 TOWER CRESCENT DR. SUITE 100 NEW YORK NY 10017
QDC PROPERTY MANAGEMENT	8000 TOWER CRESCENT DR. SUITE 100 WASHINGTON DC 20006
QUAD DBC HOLDINGS LLC	QUAD DBC HOLDINGS LLC PO BOX 841390 LOS ANGELES CA 90084-1390
QUARTIER DIX30 MANAGEMENT, L.P.	PROPERTY MANAGER 9160 BOUL LEDUC SUITE 210 ANNAPOLIS MD 21401
QUATTRO INVESTMENT GROUP, L.P.	ATTN: JAMES D. SCALO, MANAGING MEMBER 750 HOLIDAY DRIVE SUITE 570 NEW YORK NY 10120
QUEEN RICHMOND CENTRE INC.	QUEEN RICHMOND CENTRE INC 134 PETER STREET SUITE 1700 TORONTO ON M5V 2H2 CANADA
QUINTANA OFFICE PROPERTY LLC	QUINTANA OFFICE PROPERTY LLC PO BOX 845394 LOS ANGELES CA 90084-5394
RADNOR PROPERTIES-201 KOP, L.P.	RADNOR PROPERTIES-201 KOP LP PO BOX 826730 PHILADELPHIA PA 19182-6730
RAVINE EQUITIES INC. AND RAVINE	PROPERTIES LIMITED PARTNERSHIP 505 BURRAD STREET SUITE 2020 ARLINGTON VA 22209
REDSTONE GATEWAY 4100, LLC	C/O CORPORATE OFFICE PROPERTIES, L.P. ATTN: LEGAL 6711 COLUMBIA GATEWAY DR., STE 300 HOUSTON TX 77069
REDSTONE TAMARAC PLAZA II, LLC	REDSTONE TAMARAC PLAZA II LLC ATTN BONNIE GROEGER 7535 E HAMPDEN AVE SUITE 110 DENVER CO 80231
REDSTONE WA PROPERTY, LLC	ATTN: ERIC CLAPP 2121 ROSECRANS AVENUE SUITE 4325 LOS ANGELES CA 70009
REGENT EXECUTIVE CENTER I, LLC	REGENT EXECUTIVE CENTER I LLC (DRE) C/O COURY PROPERTIES INC 7134 S YALE SUITE 125 TULSA OK 74136
REGIONS BANK	REGIONS BANK P. O. BOX 6074 HICKSVILLE NY 11802
REXCORP PLAZA SPE LLC	PO BOX 21376 NEW YORK NY 10087-1376
RIALTO OWNER LLC	PO BOX 207995 DALLAS TX 75320-7995

SERVICE LIST

Claim Name	Address Information
RIVERFRONT HOLDINGS, INC	RIVERFRONT HOLDINGS INC RENAISSANCE CENTER - TOWER 440 DEPT 77646 PO BOX 77000 DETROIT MI 48277
RNSI CITY PLACE OWNER, LLC	C/O NORTHSTAR REALTY FINANCE CORP ATTN DANIEL R GILBERT 399 APRK AVENUE 18TH FLOOR NEW YORK NY 10022
ROBERT J. GUIDRY INVESTMENTS, L.L.C	ROBERT J GUIDRY INVESTMENTS LLC 1901 MANHATTAN BLVD H101 HARVEY LA 70058
ROF II DESERT RIDGE, LLC	ROF II DESERT RIDGE LLC 11990 SAN VICENTE BLVD, SUITE 200 LOS ANGELES CA 90049
ROSI ENTERPRISE, LLC	C/O MADISON MARQUETTE REAL ESTATE S 2203 TIMBERLOCH PLACE SUITE 112 THE WOODLANDS TX 77380
ROYNAT INC.	ROYNAT BUSINESS CAPITAL, INC. ONE S. DEARBORN STREET SUITE 2100 CHICAGO IL 60603
ROZA 14W LLC	ATTN: NICK MATHER 14 WALL STREET 17TH FLOOR CORAL GABLES FL 33134
RPAI NAPERVILLE MAIN, L.L.C.	ATTN: PRESIDENT - WEST DIVISON 2021 SPRING ROAD SUITE 200 CHICAGO IL 60642
RPMG HOLDINGS LTD.	RPMG HOLDINGS LTD. SUITE #200 - 1010 SEYMOUR STREET VANCOUVER BC V6B 3M6 CANADA
RREEF AMERICA REIT II CORP. RRR	RREEF AMERICA REIT II PO BOX 6234 HICKSVILLE NY 11802
RUDIN MANAGEMENT	RUDIN MANAGEMENT CO, INC ATT: ROBERT STEINMAN 345 PARK AVE NEW YORK NY 10154
SALLEE REAL ESTATE INVESTMENTS LLC	SALLEE REAL ESTATE INVESTMENT LLC PO BOX 411299 KANSAS CITY MO 64141
SANGUINEL PARTNERS, L.P.	C/O SUNDANCE SQUARE MNGT LP 201 MAIN STREET SUITE 700 FORT WORTH TX 76102
SANTA CLARA SQUARE OFFICE 2B LLC	SANTA CLARA SQUARE OFFICE IIB LLC DEPT 02142 PO BOX 39000 SAN FRANCISCO CA 94139-0001
SAUL SUBSIDIARY II LIMITED PARTNERSHIP	ATTN: LEGAL DEPARTMENT 7501 WISCONSIN AVENUE SUITE 1500 NORWALK CT 06851
SAVANT SIENA II LLC	SAVANT SIENA II LLC 5586 S FORT APACHE SUITE 120 LAS VEGAS NV 89148
SB CORPORATE CENTRE III-IV, LLC	SB CORPORATE CENTRE III & IV LLC C/O AMERICAN ASSETS TRUST MANAGEMENT LLC 11455 EL CAMINO REAL SUITE 200 SAN DIEGO CA 92130
SB/LPC 7777 BONHOMME LLC	SB LPC 7777BONHOMME LLC PO BOX 736 BEDFORD PARK IL 60499-0736
SCOTTSDALE FASHION SQUARE LLC	SCOTTSDALE FASHION SQUARE OFFICE BLDG PO BOX 31001-2160 PASADENA CA 91110-2160
SCOTTSDALE FINANCIAL CENTER OWNER LLC	C/O - 30 HUDSON STREET, 5TH FLOOR JERSEY NJ 07302
SCRIPPS HEALTH	SCRIPPS HEALTH PO BOX 60047 LOS ANGELES CA 90060-0047
SE FILLMORE PLACE LLC	ATTN: LEGAL DEPARTMENT 3033 EAST FIRST AVENUE SUITE 300 SUNRISE FL 33323
SFIII LAKE, LLC	ATTN: GENERAL MANAGER 35 N. LAKE AVENUE SUITE 100 OAK BROOK IL 60523
SGS ONE TWO CHAGRIN, LLC	SGS ONE TWO CHAGRIN, LLC 1125 OCEAN AVENUE LAKEWOOD NJ 08701
SHAMROCK INVESTMENTS, LLC	P.O. BOX 360566 BETHESDA MD 20814
SHARISH PROPERTY HOLDINGS INC.	1315 PICKERING PARKWAY TORONTO ON M4W3E2 CANADA
SIC - SEPULVEDA CENTER, LLC	3415 SEPULVEDA BLVD. SUITE 300 DES MOINES IA 50392
SIEBAR WINDSOR LLC	SIEBAR WINDSOR LLC 360 BLOOMFIELD AVENUE STE 401 WINDSOR CT 06095
SILVER SM CO., LLC	ATTN: REGIONAL COUNSEL 750 9TH STREET, N.W. SUITE 700 NORTHBROOK IL 60062
SJ CITYVIEW LLC	SJ CITYVIEW LLC FOUR EMBARCADERO CENTER SUITE 3620 SAN FRANCISCO CA 94111
SL TOWN CENTER REALTY, LLC	SL TOWN CENTER REALTY LLC PO BOX 11615 NEWARK NJ 07101-4615
SLATE TORONTO CORE OFFICE GP INC. &	INCORE EQUITIES SLATE TORONTO CORE OFFICE INC 200 FRONT STREET WEST, SUITE 2400 TORONTO ON M5V 3K5 CANADA
SLATE TORONTO CORE OFFICE GP INC.,	SLATEGREEN GP INC., AND INCORE EQUITIES INC., 121 KING STREET WEST, SUITE 200 NEW YORK NY 10019
SOCIETE EN COMMANDITE BOUVIER-BERTRAND	SOCIETE EN COMMANDITE BOUVIER BERTRAND 1050-2820 BOULEVARD LAURIER QUEBEC QC G1V 0C1 CANADA
SOF-IX BLUEBACK SQUARE HOLDINGS, L.P.	ATTN: GENERAL MANAGER 65 MEMORIAL ROAD ATLANTA GA 30342
SOF-XI WFO HARRISON OWNER, L.L.C.	SOF-XI WFO HARRISON OWNER, LLC PO BOX 603922 CHARLOTTE NC 28260-3922
SOUTHWIND MEMPHIS REALTY LP	ATTN: ALEXANDER MASSA 100 WILLIAM STREET SUITE 301 DEERFIELD IL 60015
SPECTRUM PROPERTY OWNER, LLC	SPECTRUM PROPERTY OWNER, LLC DEPT LA 24664 PASADENA CA 91185-4664
SQUARE 54 OFFICE OWNER, LLC	ATTN: GENERAL COUNSEL 800 BOYLSTON STREET SUITE 1900 ATLANTA GA 30326
SR OFFICE PROPERTIES LLC	1383 NO MCDOWELL BLVD STE #220 PETALUMA CA 94954
SRC ST. LOUIS OFFICE OWNER, LLC	SRC ST LOUIS OFFICE 2121 ROSECRANS AVE. STE 2320 EL SEGUNDO CA 90245

SERVICE LIST

Claim Name	Address Information
SREIT 222 SECOND AVENUE LLC	SREIT 222 SECOND AVENUE LLC PO BOX 412747 BOSTON MA 02241-2747
SRI TWELVE MIAMI CENTRAL LLC	SRI TWELVE MIAMI CENTRAL LLC PO BOX 936757 ATLANTA GA 31193-6757
SRMF TOWN SQUARE OWNER LLC	P.O. BOX 748550 LOS ANGELES CA 90074-8550
STADIUM SQUARE III, LLC	1 OLYMPIC PLACE SUITE 1210 TOWSON MD 21204
STATION PARK CENTERCAL, LLC	STATION PARK CENTERCAL LLC PO BOX 410041 SALT LAKE CITY UT 84141-0041
STEELBRIDGE CAPITAL	999 BRICKELL AVE MIAMI FL 33131
STEELBRIDGE LAS OLAS WEST, LLC	PO BOX 865439 ORLANDO FL 32886-5439
STERLING PROPERTIES, LLLP	STERLING PROPERTIES LLP 1605 ALWORTH BUILDING 306 WEST SUPERIOR ST DULUTH MN 55802
STOCKDALE GALLERIA PROJECT OWNER, LLC	STOCKDALE GALLERIA PROJECT OWNER LLC 4501 N SCOTTSDALE ROAD SUITE 201 SCOTTDALE AZ 85251
STONE MOUNTAIN ASSOCIATES 830 LLC	STONE MOUNTAIN ASSOCIATES 830 LLC 806 MORRIS TURNPIKE SHORT HILLS NJ 07078
SUMMIT OFFICE I, L.L.C.	ATTENTION: CHIEF FINANCIAL OFFICER 1415 LOUISIANA STREET SUITE 3000 WALTHAM MA 02451-1209
SUN CENTER PARTNERS LLC	C/O GOODMAN REALTY GROUP 100 SUN AVENUE NE SUITE 210 MT. LAUREL NJ 08054
SUNBLOSSOM WILCREST 2424, LLC	P.O. BOX 421358 HOUSTON TX 77242-1358
SUNNYVALE BUSINESS PARK I, LLC &	SUNNYVALE BUSINESS PARK SUB, LLC ATTN: PROPERTY MANAGER 900 E. HAMILTON AVE, SUITE 210 PHILADELPHIA PA 19104
SYCAMORE PLAZA II-E, LLC	P.O. BOX 310300 PROPERTY: 431313 AUSTIN TX 78701
T-C 1101 PENNSYLVANIA AVENUE OWNER LLC	T-C 1101 PENNSYLVANIA AVENUE OWNER LLC PO BOX 741169 ATLANTA GA 30384-1169
T-C STONECREST LLC	DIRECTOR - ASSET MANAGEMENT 4675 MACARTHUR COURT SUITE 1100 JAMESBURG NJ 08831
TAK TECH POINT LLC	C/O CHASE COMMERCIAL REAL ESTATE SERVICES INC PO BOX 18153 HUNTSVILLE AL 35804-8153
TCG BOA MISSOURI HOLDINGS, LLC	CUSHMAN AND WAKEFIELD 721 EMERSON ROAD SUITE 600 ATTN: LAUREN SAVEL ST LOUIS MO 63141
TDC HIDDEN RIVER, LLC	5310 ALSTON AVE. PORTLAND OR 97214
TEACHERS INSURANCE AND ANNUITY	ASSOCIATION OF AMERICA TEACHERS INSURANCE AND ANNUITY ASSOCIATI 730 THIRD AVENUE, MAILSTOP: BS-04 NEW YORK NY 10017
TEMPUS CROSSPOINT, LLC	ONE ALLIED DRIVE SUITE 1500 BALTIMORE MD 21202
TENNESSEE HOLDINGS LLC	FIRST TENNESSEE PLAZA PO BOX 712938 CINCINNATI OH 45271
TGC GOVERNORS SQUARE LLC	6843 MAIN STREET WOODBRIDGE NJ 07095
THE CANADA LIFE ASSURANCE COMPANY	THE CANADA LIFE ASSURANCE COMPANY P.O. BOX 1053 WINNIPEG MB R3C 2X4 CANADA
THE GOLDMAN SACHS GROUP, INC.	30 HUDSON STREET 40TH FLOOR DULUTH GA 30096
THE INTERNATIONAL TRUST	2328 W. JOPPA RD. SUITE 200 CHICAGO IL 60654-1607
THE IRVINE COMPANY	550 NEWPORT CENTER DRIVE NEWPORT BEACH CA 92660
THE IRVINE COMPANY LLC	550 NEWPORT CENTER DRIVE NEWPORT BEACH CA 92660
THE KELOWNA SUSTAINABLE INNOVATION GROUP	LTD. 1441 ST. PAUL STREET MCLEAN VA 22102
THE NORTON BUILDING LLC	801 SECOND AVENUE SUITE 1300 PARSIPPANY NJ 07054
THE REALTY ASSOCIATES FUND X, L.P.	C/O DAVIS PARTNERS BOX 748319 LOS ANGELES CA 90074-8319
THE RETIREMENT SYSTEMS OF ALABAMA	ATTN: JOSEPH TOOLE PO BOX 302150 BOSTON MA 02110
THE ROUND OWNER, LLC	THE ROUND OWNER, LLC LOCKBOX # 314761 PO BOX 84761 SEATTLE WA 98124-6061
THE STATION AT CHAPEL HILL, LLC	STATION AT CHAPEL HILL, LLC 1450 ENVIRON WAY CHAPEL HILL NC 27517
THE TEACHERS' RETIREMENT SYSTEM	OF ALABAMA 201 SOUTH UNION STREET KANSAS CITY MO 04112
THE WASHINGTON LLC	ATTN: ACCOUNTING 3601 MINNESOTA DRIVE #510 BLOOMINGTON MN 55435
THE WOOD COMPANIES	THE WOOD COMPANY ATTN: ACCOUNTS PAYABLE 6081 HAMILTON BLVD ALLENTOWN PA 18106-0501
THIRD AVENUE TOWER OWNER, LLC	ATTN: V.P. ASSET MANAGEMENT C/O L&L HOLDING COMPANY 142 WEST 57TH STREET ATLANTA GA 33033
THOITS BROS, INC.	THOITS BROS., INC. 629 EMERSON ST. P. O. BOX 21 PALO ALTO CA 94302
THOITS BROTHERS, INC.	THOITS BROS., INC. 629 EMERSON ST. P. O. BOX 21 PALO ALTO CA 94302

SERVICE LIST

Claim Name	Address Information
THREE TOWNCENTER LLC	THREE TOWNCENTER LLC C/O DOUG BEAN & ASSOCIATES, INC. PO BOX 2519 PORTLAND OR 97208
TIAA FRANKLIN SQUARE, LLC	ATTN: GENERAL MANAGER 1300 I STREET, N.W. SUITE 102 WEST CLEVELAND OH 44114
TISHMAN SPEYER PROPERTIES, L.P.	ATTN: CHIEF LEGAL OFFICER 45 ROCKEFELLER PLAZA BOSTON MA 02116
TISHMAN SPEYER PROPERTIES, L.P.	ATTN: PROPERTY MANAGER - ONE ROCKEFELLER PLAZA 45 ROCKEFELLER PLAZA BOSTON MA 02199-8103
TISHMAN SPEYER PROPERTIES, L.P.	ATTN: CHIEF FINANCIAL OFFICER 45 ROCKEFELLER PLAZA WASHINGTON DC 20036
TNC 675 COCHRANE LTD.	90 SHEPPARD AVENUE E, SUITE 305 TORONTO ON M2N 3A1 CANADA
TORINGDON OFFICE OWNER, LLC	440 S CHURCH STREET SUITE 800 CHARLOTTE NC 28202
TOTOWA BEACON, LLC, ET AL	123 PROSPECT ST, BOX 627 RIDGEWOOD NJ 07451
TOURNEY ROAD HOLDING COMPANY, LLC	4605 LANKERSHIP BLVD. STE. 707 JERSEY CITY NJ 07311
TOWN SQUARE REALTY, LLC	1251 AVENUE OF THE AMERICAS 36TH FLOOR WOODLAND HILLS CA 91367
TPG-SAN FELIPE PLAZA, LP	ATTN: MANAGEMENT OFFICE 5847 SAN FELIPE SUITE 200 MESA AZ 85202
TPL PROPERTY OWNER, LP	3340 PEACHTREE ROAD, NE SUITE 2140 GREENWICH CT 06831
TR DEERFIELD OFFICE LLC	ATTENTION: PROPERTY MANAGER 520 LAKE COOK ROAD LOS ANGELES CA 90071
TRAILHEAD RO, LLC	TRAILHEAD RO LLC 28411 NORTHWESTERN HWY SOUTHFIELD MI 48034
TRAVERSE RIDGE CENTER II LLC	TRAVERSE RIDGE CENTER II LLC 17 E WINCHESTER ST #200 MURRAY UT 84107
TRAVERSE RIDGE CENTER III LLC	ATTN: MATT SWAIN 17 E. WINCHESTER ST. SUITE 200 FAIRFAX VA 22031
TREA 1600 BROADWAY LLC	1600 BROADWAY SUITE 120 ROSEMONT IL 60018
TREA 30700 RUSSEL RANCH ROAD LLC	ATTN: GLOBAL REAL ESTATE ASSET MANAGEMENT 4675 MACARTHUR COURT, SUITE 1100 KANSAS CITY MO 64108
TREENA PROPERTIES, LP	ATTN: DEBRA PARRISH, LORI MOORE 10620 TREENA STREET SUITE 110 SKOKIE IL 60077
TUC OFFICE OWNER 1, L.P.	P.O. BOX 603753 CHARLOTTE NC 28260-3753
TURNBERRY PLAZA, LTD.	TURNBERRY PLAZA, LTD 2875 NE 191ST STREET SUITE 406 AVENTURA FL 33180
TYCON TOWER I INVESTMENT LP C/O ALDRICH,	EASTMAN & WALCH, INC. ATTN: ASSET MANAGER 225 FRANKLIN STREET WASHINGTON DC 20001
U.S. BANK NATIONAL ASSOCIATION	U.S. BANK, N.A. ATTN: STEWART WILSON 2300 W SAHARA SUITE 200 LAS VEGAS NV 89102
U.S. REIF 100 CAMBRIDGE STREET	MASSACHUSETTS, LLC US REIF 100 CAMBRIDGE STREET MASS LLC PO BOX 984001 BOSTON MA 02298-4001
UA PROPERTIES LLC	UA PROPERTIES LLC PO BOX 753 EAST MEADOW NY 11554
UBS REALTY INVESTORS LLC	ATTN: ASSET MANAGER, PLEASANTON CORPORATE COMMONS 455 MARKET STREET, SUITE 1000 HUNTSVILLE AL 35804-8153
UBS REALTY INVESTORS LLC	ATTN: GENERAL COUNSEL TEN STATE HOUSE SQUARE 15TH FLOOR CORTE MADERA CA 94925
UCM/ERP-CHAMBER BUILDING, LLC	UCM ERP CHAMBER BUILDING LLC 716 MISSION STREET SOUTH PASADENA CA 91030
UE ROCKVILLE, LLC	PO BOX 645308 PITTSBURG PA 15264-5308
UNION STATION, L.L.C.	C/O OCCIDENTAL MANAGEMENT, INC 8111 E. 32ND ST. N. SUITE 101 WICHITA KS 67226
UNIVERSITY CROSSROADS, LLC	UNIVERSITY CROSSROADS LLC 2130 E KALER DR. PHOENIX AZ 85020
UNIVERSITY STREET PROPERTIES I, LLC	ATTN: JOHN LAMB 1215 FOURTH AVENUE SUITE 600 OAK BROOK IL 60523
URBAN RENAISSANCE GROUP (URG)	URG LLC 7637 BELMONDO LANE LAS VEGAS NV 89128
US VI PEACHTREE, LLC	US VI PEACHTREE LLC US VI PEACHTREE LLC PO BOX 22051 NEW YORK NY 10087-2051
VAN ALLEN OFFICE LLC	C/O NORTHWOOD RAVIN ATTN: JANET COPE 558 E. STONEWALL STREET SUITE 120 CHARLOTTE NC 28202
VANCORD PROPERTY HOLDINGS CORP	VANCORD PROPERTY HOLDINGS CORP. PO BOX 11109 SUITE #2900 - 1055 WEST GEORGIA ST VANCOUVER BC V6E 3P3 CANADA
VARKLAN LLC	4678 WORLD PARKWAY CIRCLE WOBURN MA 01801
VELOCIS ECHO, L.P.	VELOCIS ECHO LP 1800 AUGUSTA DR SUITE 400 HOUSTON TX 77057
VERSAILLES PROPERTIES, L.P.	VERSAILLES PROPERTIES LP 302 CAMPUSVIEW DRIVE STE 108 COLUMBIA MO 65201
VESTAR GREEN VALLEY, LLC	2425 EAST CAMELBACK RD SUITE 750 KANSAS CITY MO 64112
VNO	210 ROUTE 4 EAST PARAMUS NJ 07652
VREI 120 NORTH, LLC	VREI 120 NORTH LLC C/O VISION REAL ESTATE INVESTMENT 140 MONROE CENTER NW

SERVICE LIST

Claim Name	Address Information
VREI 120 NORTH, LLC	SUITE 301 GRAND RAPIDS MI 49503
W-Z NMA OFFICE OWNER, LLC C/O WALTON	ST CAPITAL, L.L.C.,ATTN: DOUG WELKER, ANGELA LANG & JIM ODENBACH 900 NORTH MICHIGAN AVENUE, SUITE 1900 SAN DIEGO CA 92130
WANXIANG STERLING STETSON OWNER, LLC	150 N. RIVERSIDE PLAZA SUITE 1810 LOS ANGELES CA 90071
WASHINGTON SQUARE LIMITED PARTNERSHIP,	L.L.P. PO BOX 645446 PITTSBURG PA 15264-5252
WASHINGTON STATE EMPLOYEES CREDIT UNION	C/O KIDDER MATHEWS PO BOX 34860 SEATTLE WA 98124
WATERVIEW PLAZA LLC	C/O SIGNATURE ACQUISITIONS LLC 20 COMMERCE DRIVE SUITE 326 CRANFORD NJ 07016
WC2 HOLMES, LLC	2600 GRAND BLVD., SUITE 700 KANSAS MO 64108
WEBB GIN PROPERTY (SUB) LLC	PO BOX 304, DEPT 5000 EMERSON NJ 07630
WESTBROOK CENTER ILLINOIS REALTY LP	ATTN: ALEXANDER MASSA ONE WORLD TRADE CENTER SUITE 83G FOSTER CITY CA 94404
WESTERN OFFICE PORTFOLIO PROPERTY	OWNER LLC C/O UNICO PROPERTIES-PROJECT PIONEER 1215 4TH AVE, SUITE 600 SEATTLE WA 98161
WESTVIEW VILLAGE CENTER LLC	C/O SAUL HOLDINGS LIMITED PARTNERSHIP PO BOX 38042 BALTIMORE MD 21297-8042
WFF WESTPORT TT, LLC	C/O ALBERT B. ASHFORTH, INC 707 SUMMER STREET STAMFORD CT 06901
WHETSTONE FLOUR MILL, LLC	PO BOX 748568 PO BOX 748568 LOS ANGELES CA 90074-8568
WHITEROCK SUSSEX CENTRE MISSISSAUGA INC.	C/O DOMC DEPT 11082 30 ADELAIDE STEET EAST SUITE 301 MISSISSAUGA ON M5C 3H1 CANADA
WILTON CAMPUS 1691, LLC	PO BOX 62045 NEWARK NJ 07101
WINDERMERE PROPERTY HOLDINGS, LLC	6900 TAVISTOCK LAKES BLVD SUITE 200 ORLANDO FL 32827
WINDMILL DREAM ZIBI ONTARIO INC.	25 RUE JOS-MONTFERRAND GATINEAU QB 1001 CANADA
WINDMILL DREAM ZIBI QUEBEC DEVELOPMENTS	INC. 25 RUE JOS-MONTFERRAND GATINEAU QC 1001 CANADA
WMP I LLC	MAIL CODE 5631 P O BOX 105046 ATLANTA GA 30303
WOODFIELD PRESERVE PROPERTY, L.L.C.	28942 NETWORK PLACE CHICAGO IL 60673-1289
WPP, LLC	ATTENTION: CRAIG COBLER 111 WESTPORT PLAZA SUITE 500 DENVER CO 80217-3704
WPT LAND 2 LP	ATTN: LEGAL DEPARTMENT 700 DRESHER ROAD SUITE 150 NEW YORK NY 10007
YONGE & LAWRENCE INC.	C/O FCR MANAGEMENT SERVICES LP 3080 YONGE ST, SUITE 5024 TORONTO ON M4N 3N1 CANADA
YRC (MCEG) LTD., BPO LTD AND CREHOY INC	ATTN: SVP, LEGAL COUNSEL 181 BAY STREET SUITE 700 WAKEFIELD MA 01880-6210
ZELLER REALTY GROUP	401 N. MICHIGAN AVENUE SUITE 1950 PASADENA CA 91101

Total Creditor count 698

EXHIBIT B

**RGN-Group Holdings, LLC – Case No. 20-11961 (BLS)
Electronic Mail Master Service List**

Creditor Name	Email
Delaware Secretary of State	dosdoc_web@state.de.us
Delaware Secretary of Treasury	statetreasurer@state.de.us
Office of the United States Trustee	david.villagrana2@usdoj.gov
Gibbons, P.C.	nsongonuga@gibbonslaw.com
Frost Brown Todd LLC	rgold@fbtlaw.com; awebb@fbtlaw.com; eseverini@fbtlaw.com; khardison@fbtlaw.com
Young Conaway Stargatt & Taylor, LLP	rbrady@ycst.com; jhughes@ycst.com; jbarry@ycst.com; jduda@ycst.com; rhart@ycst.com
RGN Entities	ian.bambrick@faegredrinker.com; patrick.jackson@faegredrinker.com; mike.gustafson@faegredrinker.com
Mattie Equity LLC, c/o East West Partners Club Management	e54@ewclubs.com
711, LLC	sandy.cramblett@colliers.com; amanda.abraham@colliers.com
Onbrand BV	finance@kollekt.fm
Ronald E. Gold	rgold@fbtlaw.com
A.J. Webb	awebb@fbtlaw.com
Erin Severini	eseverini@fbtlaw.com
Kendal Hardison	khardison@fbtlaw.com
Robert S. Brady	rbrady@ycst.com
James P. Hughes, Jr.	jhughes@ycst.com
Joseph M. Barry	jbarry@ycst.com
Justin P. Duda	jduda@ycst.com
Ryan D. Hart	rhart@ycst.com
Flaster/Greenberg P.C.	william.burnett@flastergreenberg.com
Northern Blue LLP	jan@nbfirm.com

**RGN-Group Holdings, LLC – Case No. 20-11961 (BLS)
Landlord Electronic Mail Service List**

Landlord	Email Address
1101 WILSON OWNER, LLC	cburkett@mondayre.com
111 N ORANGE OWNER LLC	orlando.northorange@regus.com
112 STREET NW EDMONTON PARTNERS LIMITED PARTNERSHIP	sosterloh@canderel.com; blandry@canderel.com
1266 MAIN STREET STAMFORD, LLC	michelle.serrata@cushwake.com;calvin.kimin@cushwake.com
1326 CHESTNUT OWNER LLC	amarch@brickstoneco.com; lfoster@brickstoneco.com
151-155 WEST HASTINGS INC.	mrothberg@alliedreit.com
1602978 ONTARIO INC.	aziml@onlinepm.ca
21900 BURBANK, LLC	dchristian@younanproperties.com
2233 ARGENTIA NOMINEE INC.	thines@crp-cpmi.com; cnaidoo@crp-cpmi.com
237 NORTH FIRST STREET HOLDINGS, LLC	cnunes@southbay.us
2447 PACIFIC COAST HIGHWAY LLC	kelly.crawford@marventures.com
2929 REAL ESTATE HOLDINGS, LLC	american.general@regus.com
5455 DE GASPE AVENUE INC.	sayache@alliedreit.com; cbachalany@alliedreit.com
711, LLC	sandy.cramblett@colliers.com; patricia.glasgow@colliers.com
800 SOUTH, LLC	jenrentalcm@gmail.com
8400 E CRESCENT SM LLC AND LAMPE CRESCENT SM LLC	hanna.reiss@transwestern.com
90 CANAL ST., LLC	brayden.polansky@cushwake.com; christine.hutchinson@cushwake.com
ALTUS MN CENTER, LLC	bsimmons@altusproperties.com
AP 240 ELM ST., LP	smcdonough@keypoint partners.com
AP 307 W TREMONT AVE., LP	kimberly.finner@am.jll.com
ARCH VINE LLC	nilda@archwayco.com
ASPEN PROPERTIES (SLP) LIMITED PARTNERSHIP	sdiver@aspensproperties.ca; ar@aspensproperties.ca
ASPEN3600 LLC	neptune.shore@regus.com
BALTIMORE CENTER ASSOCIATES LIMITED PARTNERSHIP	thegalleryatharborplaceeach@brookfield propertiesretail.com
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BONNIS PROPERTIES 929 INC.	accounting@bonnis.com
BOP NW LOFT LLC	phillip.ceng@brookfieldproperties.com
BRE HH PROPERTY OWNER LLC	andrew.lahr@cbre.com; losangeles.howardhughes@regus.com

**RGN-Group Holdings, LLC – Case No. 20-11961 (BLS)
Landlord Electronic Mail Service List**

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CENTRAL PARK OFFICE LLC	kgomes@rappaportco.com
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CRABTREE TERRACE GP, LLC	nbreen@ewp-nc.com; drochelle@ewp-nc.com
CRE-WPL TRITON OWNER I, II AND II LLC	ddingle@lpc.com
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DOUGLAS DEVELOPMENT CORPORATION	njemal@douglasdev.com
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HIGHWOODS REALTY LIMITED PARTNERSHIP	smartpark@highwoods.com

**RGN-Group Holdings, LLC – Case No. 20-11961 (BLS)
Landlord Electronic Mail Service List**

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KENNEDY TOWER, LLC	bradig@bostonavenue.com
KMA PROPERTIES, LLC	sandy.peters@iwgplc.com
LAKES PROPERTY OWNER, LLC	asennett@thelarchmontgroup.com
LOW TIDE PROPERTIES LTD.	mmessaoudi@lowtideproperties.com; hcornwell@lowtideproperties.com
LPF PEARL WEST, LLC	sarah.castillo@am.jll.com
LV GRAMERCY OWNER, LP	rsuo@skrres.com; sdugan@skrres.com
MERIDIAN CENTERCAL, L.L.C	hcrawford@centercal.com
METCALFE REALTY COMPANY LIMITED	cobrien@metcalferealty.com
NASHLAND TT, LP	dcrisp@lpc.com
NEXT GATEWAY OWNER, LLC	payments@nextrealty.com; jramirez@nextrealty.com
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PARKWAY WEST, LLC	management@bustosre.com
PIEDMONT 400 GALLERIA, LLC	atlreceivables@childressklein.com; amy.little@childressklein.com
PR II LACENTERRA, LP	ladmin@poagllc.com
PREYLOCK SJC LLC	danyell.taylor@davispartners.com
QUAD DBC HOLDINGS LLC	averrette@irvinecompany.com
RPMG HOLDINGS LTD.	sjantzen@onni.com
SALLEE REAL ESTATE INVESTMENTS LLC	ccampbell@ngzimmer.com
SJ CITYVIEW LLC	jgarcia@jaypaul.com
SOF-XI WFO HARRISON OWNER, L.L.C.	caroline.barber@cushwake.com
SREIT 222 SECOND AVENUE LLC	reception.riverfrontpark@spacesworks.com
SRI TWELVE MIAMI CENTRAL LLC	christine.jarro@stiles.com; colleen.sullivan@stiles.com
STATION PARK CENTERCAL, LLC	mstillman@centercal.com
STEELBRIDGE CAPITAL	gcampbell@steelbridge.com
STONE MOUNTAIN ASSOCIATES 830 LLC	rekha.laghate@stonemtn.com
TCG BOA MISSOURI HOLDINGS, LLC	lauren.savel@cushwake.com
THE CANADA LIFE ASSURANCE COMPANY	jeffrey.lipes@regus.com
THE IRVINE COMPANY LLC	cbrashier@irvinecompany.com
THE IRVINE COMPANY LLC	cbrashier@irvinecompany.com
THE IRVINE COMPANY LLC	cbrashier@irvinecompany.com
THE IRVINE COMPANY, LLC	cbrashier@irvinecompany.com

**RGN-Group Holdings, LLC – Case No. 20-11961 (BLS)
Landlord Electronic Mail Service List**

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VAN ALEN OFFICE LLC	jcope@nwravin.com
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WINDERMERE PROPERTY HOLDINGS, LLC	sroot@tavistock.com
YONGE & LAWRENCE INC.	eftferms@fcr.ca

TAB F

This is
EXHIBIT "F"
referred to in the affidavit of
Joshua Nicosia
dated August 25, 2020

DocuSigned by:

Lee Melholson

Commissioner for taking affidavits

From: Lee Nicholson
Sent: Tuesday, August 25, 2020 7:06:28 PM
To: 'sosterloh@humfordmgmt.ca'; 'bmargetts@canderel.com'
Cc: 'Sean Zweig'; Ashley Taylor; 'Mitch Vininsky'; 'Bobby Kofman'; Ciaron Czajkowski
Subject: RE: Re H Work, LLC et. al.

Please be advised that the CCAA Court has rescheduled the hearing to tomorrow at 11:00 A.M. EST. We will provide you with a copy of our materials this evening.

Regards,

Lee

Lee Nicholson

Direct: +1 416 869 5604
Mobile: +1 647 821 1931
Email: leenicholson@stikeman.com

If you do not wish to receive our email marketing messages, please [unsubscribe](#).

From: Lee Nicholson
Sent: Tuesday, August 25, 2020 5:47 PM
To: 'sosterloh@humfordmgmt.ca' <sosterloh@humfordmgmt.ca>; 'bmargetts@canderel.com' <bmargetts@canderel.com>
Cc: 'Sean Zweig' <ZweigS@bennettjones.com>; Ashley Taylor <ATAYLOR@stikeman.com>; 'Mitch Vininsky' <mvininsky@ksv advisory.com>; 'Bobby Kofman' <bkofman@ksv advisory.com>; Ciaron Czajkowski <CCzajkowski@stikeman.com>
Subject: RE: Re H Work, LLC et. al.

I am adding Mr. Margetts to this email chain. Please see below and let us know if you are represented by counsel. We have a scheduled hearing tomorrow at 11:30 a.m. and can provide dial-in particulars to you or your counsel.

Thank you,

Lee

Lee Nicholson

Direct: +1 416 869 5604
Mobile: +1 647 821 1931
Email: leenicholson@stikeman.com

If you do not wish to receive our email marketing messages, please [unsubscribe](#).

From: Lee Nicholson
Sent: Tuesday, August 25, 2020 12:05 PM
To: sosterloh@humfordmgmt.ca
Cc: Sean Zweig <ZweigS@bennettjones.com>; Ashley Taylor <ATAYLOR@stikeman.com>; Mitch Vininsky <mvininsky@ksv advisory.com>; Bobby Kofman <bkofman@ksv advisory.com>; Ciaron Czajkowski <CCzajkowski@stikeman.com>
Subject: Re H Work, LLC et. al.

Dear Ms. Osterloh,

We represent RGN-National Business Centers, LLC ("**RGN**") and other affiliated debtors in their proceedings under Chapter 11 and Part IV of the CCAA. I have also copied KSV Kofman Inc., the information officer in the CCAA proceedings, and their counsel.

We have been made aware that 112 Street NW Edmonton Partners Limited Partnership ("**Humford**") has locked out RGN Alberta XII Limited Partnership (the "**Tenant**") on the basis of the Chapter 11 filing of RGN. This action was specifically in breach of the Lease, which provides for a five day cure period, and was done in the face of a pending motion before the U.S. Bankruptcy Court for the District of Delaware and the Ontario Superior Court of Justice (Commercial List) (the "**CCAA Court**"). The purported lock-out has caused irreparable harm to the restructuring efforts of RGN and serious distress to customers of IWG affiliates.

We have scheduled a hearing before the CCAA Court at **11:30 a.m. tomorrow** to seek immediate relief against Humford and restore the Lease pending further hearing on the merits of the pending motion. If you do not immediately allow the Tenant access to the premises, we further reserve all rights and may seek further relief against Humford.

Please indicate whether you will join the hearing tomorrow or if Humford is otherwise represented by counsel. We are also willing to discuss immediately to determine if the matter can be resolved. We will send you a copy of our materials and contemplated relief as soon as it is available.

Best Regards,

Lee

Lee Nicholson

Direct: +1 416 869 5604

Mobile: +1 647 821 1931

Email: leenicholson@stikeman.com

If you do not wish to receive our email marketing messages, please **unsubscribe**.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C 36, AS AMENDED AND IN THE MATTER OF H WORK, LLC, RGN-GROUP HOLDINGS, LLC, RGN-NATIONAL BUSINESS CENTERS, LLC, RGN-FORT LAUDERDALE III, LLC, RGN-COLUMBUS IV, LLC, RGN-CHICAGO XVI, LLC, AND RGN-CHAPEL HILL II, LLC

Court File No.: CV-20-00646084-00CL

APPLICATION OF RGN-NATIONAL BUSINESS CENTERS, LLC UNDER SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED

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

Proceeding commenced at Toronto

**AFFIDAVIT OF JOSHUA NICOSIA
SWORN AUGUST 25, 2020**

STIKEMAN ELLIOTT LLP

Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Ashley Taylor LSO#: 39932E

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Tel: (416) 869-5504
Email: navis@stikeman.com
Fax: (416) 947-0866

Lawyers for the Foreign Representative

TAB 3

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

THE HONOURABLE MR.) WEDNESDAY, THE 26TH
)
JUSTICE HAINEY) DAY OF AUGUST, 2020
)

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C 36, AS AMENDED**

**AND IN THE MATTER OF H WORK, LLC, RGN-GROUP HOLDINGS, LLC, RGN-NATIONAL
BUSINESS CENTERS, LLC, RGN-FORT LAUDERDALE III, LLC, RGN-COLUMBUS IV, LLC,
RGN-CHICAGO XVI, LLC, AND RGN-CHAPEL HILL II, LLC**

**APPLICATION OF RGN-NATIONAL BUSINESS CENTERS, LLC
UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

(Applicant)

ORDER

(Re: Lease at 10050 – 112th Street, Suites #904 and #1001, Edmonton AB)

THIS MOTION, made by RGN-National Business Centers, LLC in its capacity as the foreign representative (the "**Foreign Representative**") of H Work, LLC (f/k/a HQ Global Workplaces LLC), RGN-Group Holdings, LLC, RGN-National Business Centers, LLC, RGN-Fort Lauderdale LII, LLC, RGN-Columbus IV, LLC, RGN-Chicago XVI, LLC, and RGN-Chapel Hill II, LLC (collectively, the "**Chapter 11 Debtors**", and each, a "**Chapter 11 Debtor**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form enclosed in the Motion Record, proceeded on this day by way of video-conference due to the COVID-19 crisis.

ON READING the Notice of Motion and the affidavit of Joshua Nicosia sworn August 25, 2020.

AND UPON HEARING the submissions of counsel for the Foreign Representative and counsel for the Information Officer and the Landlord (as defined below), no other parties appearing although duly served.

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

NO LEASE TERMINATION

2. **THIS COURT ORDERS AND DECLARES** that the notice of termination dated August 24, 2020 issued by 112 Street NW Edmonton Partners Limited Partnership, acting and represented by 112 Street NW Edmonton Partners GP Inc. (the "**Landlord**"), with respect to the lease (the "**Lease**") dated July 1, 2016 between the Landlord and RGN Alberta XII Limited Partnership (the "**Tenant**") for the space and premises located at 10050 – 112th Street, Suites #904 and #1001, Edmonton, Alberta (the "**Leased Premises**") is void.

3. **THIS COURT ORDERS AND DECLARES** that the Landlord shall provide immediate access and possession of the Lease Premises to the Tenant for a period of five (5) business days from the date of this Order during which period the Tenant shall be permitted to cure the default under section 14.01(5) of the Lease pursuant to Section 14.11 of the Lease, and following the initial five (5) business day period, in accordance with the Lease.

GENERAL

4. **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 of America, to give effect to this Order and to assist the Tenant, the Chapter 11 Debtors, the Foreign Representative, the Information Officer, and their respective 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 Tenant, the Chapter 11 Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Tenant, the Chapter 11 Debtors, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

5. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. from the date it is made without any need for entry and filing.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C 36, AS AMENDED AND IN THE MATTER OF H WORK, LLC, RGN-GROUP HOLDINGS, LLC, RGN-NATIONAL BUSINESS CENTERS, LLC, RGN-FORT LAUDERDALE III, LLC, RGN-COLUMBUS IV, LLC, RGN-CHICAGO XVI, LLC, AND RGN-CHAPEL HILL II, LLC

Court File No.: CV-20-00646084-00CL

APPLICATION OF RGN-NATIONAL BUSINESS CENTERS, LLC UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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

Proceeding commenced at Toronto

ORDER

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Nicholas Avis LSO#: 76781Q

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Lawyers for the Foreign Representative

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C 36, AS AMENDED AND IN THE MATTER OF H WORK, LLC, RGN-GROUP HOLDINGS, LLC, RGN-NATIONAL BUSINESS CENTRES, LLC, RGN-FORT LAUDERDALE III, LLC, RGN-COLUMBUS IV, LLC, RGN-CHICAGO XVI, LLC, AND RGN-CHAPEL HILL II, LLC

Court File No. CV-20-00646084-00CL

APPLICATION OF RGN-NATIONAL BUSINESS CENTRES, LLC UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

MOTION RECORD
(Returnable August 26, 2020)

Stikeman Elliott LLP
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5300 Commerce Court West
199 Bay Street
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Lawyers for the Foreign Representative