

**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 28, 2020)  
(Re: Interim Stay)**

August 27, 2020

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

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**Lawyers for the Foreign Representative**

# INDEX

**ONTARIO  
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**INDEX**

<b>TAB</b>	<b>DOCUMENT</b>
<b>1.</b>	Notice of Motion dated August 27, 2020
<b>2.</b>	Affidavit of Joshua Nicosia sworn August 27, 2020 (excluding exhibits)
<b>A.</b>	Exhibit "A" – Affidavit of James Feltman sworn August 22, 2020
<b>B.</b>	Exhibit "B" – Simplified Organizational Chart of the Chapter 11 Debtors and Canadian Affiliates
<b>C.</b>	Exhibit "C" – Transcript of the Hearing Relating to the Decision by the U.S. Court on the Lease Notice Procedures Motion
<b>D.</b>	Exhibit "D" – List of Affected Canadian Tenants SPEs
<b>E.</b>	Exhibit "E" – Affidavit of Service of Angela Chachoff sworn August 26, 2020
<b>3.</b>	Draft Order

# TAB 1

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

**(Applicant)**

**NOTICE OF MOTION  
(Returnable August 28, 2020)**

RGN-National Business Centers, LLC (the “**Foreign Representative**”), in its capacity as the foreign representatives of itself and the six 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 28, 2020 at 9:00 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, that provides a temporary stay of proceedings in favour of the various Canadian Tenant SPEs for fourteen days to permit those Canadian Tenant SPEs (or the general partners thereof) to bring an application pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”); and
2. Such further and other relief as counsel may request and this Court deems just.

## THE GROUNDS FOR THE MOTION ARE:

### **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 CCAA for recognition of the cases commenced by the Chapter 11 Debtors in the United States (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);

### **Need for a Temporary Stay of Proceedings**

7. The Chapter 11 Debtors are part of a corporate group ("**IWG**") whose business model is based on entering into long-term commercial real property leases (each, a "**Lease**") for unoccupied office space that it then offers to a variety of clients as on-demand office and co-working spaces;
8. Canadian non-debtor affiliates of the Chapter 11 Debtors (the "**Canadian Affiliates**") operate IWG's business in Canada;
9. The Canadian Affiliates, through special purpose limited partnerships or special purpose companies (together, the "**Canadian Tenant SPEs**"), collectively hold 137 Leases, of which 85 Leases (the "**Guaranteed Canadian Leases**") are guaranteed by certain of the Chapter 11 Debtors (the "**Guarantor Debtors**");
10. Due to concerns that the commencement of the Chapter 11 Cases by the Guarantor Debtors may constitute an event of default pursuant to some of the Guaranteed Canadian Leases, the Chapter 11 Debtors brought a motion in the U.S. Court that would have the effect of requiring, among other things, that any Landlord provide fifteen business days' notice prior to

terminating a Lease guaranteed by the Guarantor Debtors or “locking-out” a lease holder where the Lease was guaranteed by the Guarantor Debtors;

11. The U.S. Court denied the Chapter 11 Debtors’ motion;

12. There is now a risk that a significant number of Leases of the Canadian Tenant SPEs may be terminated on the basis of defaults triggered by the commencement of the Chapter 11 Cases;

13. To avoid serious harm and material prejudice to the Chapter 11 Debtors’ restructuring efforts, certain affected Canadian Tenant SPEs (or their general partners) plan to bring an application under the CCAA;

14. The Foreign Representative is seeking an immediate fourteen day stay of proceedings against certain of the Canadian Tenant SPEs while certain of the Canadian Tenant SPEs (or their general partners) prepare their CCAA application;

#### **Notice**

15. The Foreign Representative is bringing this motion on notice to the service list but not on notice to each affected Landlord due to the practical difficulty of service each Landlord by mail;

#### **General**

16. Sections 44 and 49 of the CCAA and the inherent and equitable jurisdiction of this Court;

17. The provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;

18. 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 27, 2020; and

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

August 27, 2020

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**Lawyers for the Foreign Representative**



## **Schedule “A”**

### **Zoom Particulars**

August 28, 2020 at 9:00 a.m. Eastern Time (Toronto)

#### **Join Zoom Meeting**

<https://zoom.us/j/92151435289>

Meeting ID: 921 5143 5289

One tap mobile

+13462487799,,92151435289# US (Houston)

+14086380968,,92151435289# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+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)

Meeting ID: 921 5143 5289

Find your local number: <https://zoom.us/u/atA4jsQ6Y>

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 28, 2020)**

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**Lawyers for the Foreign Representative**

# TAB 2

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

**ONTARIO  
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**(Applicant)**

**AFFIDAVIT OF JOSHUA NICOSIA  
(Sworn August 27, 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**") seeking a temporary stay of proceedings in favour of various Canadian Tenant SPEs (as defined below) for fourteen days to permit those Canadian Tenant SPEs (or the general partners thereof) to bring an application pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**").

3. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the affidavit of James Feltman sworn August 22, 2020 (the "**Initial Feltman Affidavit**"), a copy of which, without exhibits, is attached hereto as **Exhibit "A"**.

#### **A. Background**

4. 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.

5. On August 24, 2020, the Foreign Representative commenced these recognition proceedings (the "**CCAA Recognition Proceedings**") pursuant to Part IV of the CCAA. Following the Part IV application by the Foreign Representative, this Court granted the Initial Recognition Order (Foreign Main Proceeding) and the Supplemental Order (Foreign Main Proceeding), which, among other things:

- (a) recognized the Chapter 11 cases commenced by the Chapter 11 Debtors in Delaware (the “**Chapter 11 Cases**”) as foreign main proceedings pursuant to Part IV of the CCAA;
- (b) recognized certain first day orders granted by the U.S. Court; and
- (c) appointed KSV Kofman Inc. (“**KSV**”) as Information Officer (the “**Information Officer**”) in these CCAA Recognition Proceedings.

6. As set out above and in the Initial Feltman Affidavit, 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.

7. 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 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.

## **B. Canadian Organizational Structure**

8. As detailed in the Initial Feltman Affidavit, the Guarantor Debtors are guarantors or co-liaible in respect of 653 Leases in the Company’s portfolio in Canada and the United States. Of these Leases, 85 are in respect of Centres located in Canada – 18 guaranteed by Holdings, 57 guaranteed by RGN-NBC, and 10 guaranteed by H Work.

9. Generally, 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. In the case of the Canadian Tenant LPs, the general partners only hold a minor interest in each limited partnership which were each purchased from RGN General Partner Holdings Corp., the former general partner of each of the Canadian Tenant LPs.

10. 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.

11. A simplified organizational chart of the Chapter 11 Debtors and Canadian Affiliates is attached hereto as **Exhibit “B”**.

### **C. The Lease Procedures Motion**

12. The lead up and reason for the filing of the Chapter 11 Cases are detailed in the Initial Feltman Affidavit. In short, the SPE Debtors filed for creditor protection following the breakdown of negotiations between the Company and the Landlords of the SPE Debtors which led to notices being issued by the Landlords of their intention to lock the SPE Debtors out of their respective Centres. 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.

13. In Canada, many of the Leases guaranteed by the Guarantor Debtors contain events of default related to the commencement of insolvency and/or bankruptcy proceedings by any indemnitor or guarantor under the Lease. In certain instances, these rights may be exercised with no or limited notice to the Lease Holder or the applicable Guarantor Debtor. In order to address this issue, the Chapter 11 Debtors filed the *Debtors' Motion for Interim and Final Orders Establishing Notification Procedures for Lease Termination* (the "**Lease Notice Procedures Motion**") in the Chapter 11 Cases.

14. The Lease Notice Procedures Motion contemplated that any Landlord would be required to provide the Chapter 11 Debtors with fifteen business days' notice prior to terminating a Lease guaranteed by the Guarantor Debtors (including those held by the Canadian Tenant SPEs) or "locking-out" a Lease Holder where the Lease was guaranteed by the Guarantor Debtors. The purpose of the Lease Notice Procedures Motion was to provide "breathing space" during the restructuring given the defaults caused by the commencement of the Chapter 11 Cases and protect various property or business interests of the Chapter 11 Debtors. There was a significant concern that if the Landlords are permitted to terminate the leases or "lock-out" the Canadian Tenant SPEs without notice, it could result in devastating cascading effects on the Company, the Guarantor Debtors and their stakeholders, including the Occupants.

15. The U.S. Court had an initial hearing on the Lease Notice Procedures Motion on August 18, 2020 where it was adjourned until August 25, 2020. Following a hearing on the Lease Notice Procedures Motion on August 25, 2020, the U.S. Court denied the Lease Notice Procedures Motion on an interim basis without prejudice to the Chapter 11 Debtors' ability to seek the relief on a final basis at a later date. A copy of the transcript of the hearing relating to the decision by the U.S. Court on the Lease Notice Procedures Motion is attached hereto as **Exhibit "C"**.



#### **D. Immediate Necessary Relief**

16. Without the protection contemplated by the Lease Notice Procedures Motion, a significant number of Leases of the Canadian Tenant SPEs are at risk of being terminated on the basis of defaults triggered by the commencement of the Chapter 11 Cases. In the case of approximately 39 Leases, either (a) no notice is required in order for the Landlord to terminate the Lease based on an insolvency default by the Guarantor Debtor; (b) the Chapter 11 Debtors are concerned, based on the drafting the Lease, that the Landlords may take the position that they are not required to give advance notice of their intention to terminate the Leases to the Canadian Tenant SPEs or applicable Guarantor Debtor; or (c) there is a limited notice provision (between five business days and ten calendar days depending on the Lease) where there may be insufficient time to bring another motion before this Court to address an issue that arises. A list of the Canadian Tenants SPEs (the “**Affected Canadian Tenant SPEs**”) that hold these “at risk” Leases is attached hereto as **Exhibit “D”**.

17. The concerns of the Chapter 11 Debtors were heightened when on the morning of August 25, 2020, a Landlord in respect of the Centre in Edmonton posted a Notice of Termination and Notice to Quit at the Premises purporting “to terminate the Lease immediately, without prior notice and without any opportunity to cure the default.” The sole default alleged by the Landlord was commencement of the Chapter 11 Cases by RGN-NBC, the indemnifier under the Lease. In that situation, the doors to the premises were locked and the Canadian SPE 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 the lock out situation causing significant disruption to the operation of the Company and the Occupants.

18. In the case of the Centre in Edmonton, this Court granted an order declaring the termination of the Lease was void and allowed the applicable Canadian Tenant SPE an

opportunity to cure the default in accordance with the terms of the Lease. However, other Leases may not permit a cure period and it is an inefficient use of the Court's time, as well as expensive and a significant distraction, for the Company to be forced to bring a motion to the Court each time a Landlord does not give advance notice to the applicable Canadian Tenant SPE and Guarantor Debtor.

19. The Chapter 11 Debtors, in consultation with the Information Officer, have canvassed various options to obtain an immediate stay of proceedings for the various at-risk Leases of the Affected Canadian Tenant SPEs while remaining in a coordinated proceeding. Based on the options available, the Chapter 11 Debtors, and applicable Canadian Affiliates, have concluded that an application under the CCAA is the most efficient and practical manner to proceed. In order to protect the Canadian Tenant SPEs and preserve the value of the Company's business while the CCAA application is prepared, the Foreign Representative is bringing this motion seeking an immediate fourteen day stay of proceedings against the Canadian Tenant SPEs which have Leases that are potentially at risk of being terminated with no notice. The stay would solely allow for the preparation of the application which will be commenced without delay.

20. If the relief is not granted there could be serious and material prejudice to the Chapter 11 Debtors and their restructuring efforts, as well as the Canadian Tenant SPEs, the Occupants and other stakeholders of the Canadian business. As explained in the Initial Feltman Affidavit, if any particular Landlord terminates a Lease based on an insolvency default or otherwise it may trigger various guarantee claims against the Guarantor Debtors, will adversely affect the current income that the Guarantor Debtors receive from the Canadian Tenant SPEs and potentially cause additional Landlords to take actions against other Canadian Tenant SPEs. In short, every Centre that is involuntarily closed will make a successful restructuring of the Chapter 11 Debtors less likely.

21. The prejudice to the Landlords of the Canadian Tenant SPEs will be minimal if the interim stay is granted given its time limited nature. As set out in the Initial Feltman Affidavit, prior to the Petition Date, 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.<sup>1</sup> Further, the Affected Canadian Tenant SPEs intend to make any rent payments due during the period of the interim stay of proceedings, if granted by this Court.

#### **E. Notice**

22. I am informed by Lee Nicholson of Stikeman Elliott LLP, Canadian counsel to the Chapter 11 Debtors, that this motion by the Foreign Representative will be brought on notice to the Service List. Each affected Landlord will not receive notice of this motion given that service by mail would not be effective given the urgent nature of the motion and concerns that notice of this motion may prompt Landlords to exercise self help remedies in advance of the motion, including “locking-out” Canadian SPE Tenants and terminating the Leases.

23. The Landlords under the Guaranteed Canadian Leases were previously sent notice of the Lease Notice Procedures Motion on August 19, 2020 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. The Chapter 11 Debtors also sent notice of the commencement of the CCAA Recognition Proceedings to Landlords under the Guaranteed Canadian Leases via e-mail or overnight mail on August 24, 2020. A copy of the affidavit of service of Angela Chachoff sworn August 26, 2020 confirming the mailing is attached hereto as **Exhibit “E”**. The notice of the CCAA Recognition Proceedings provided contact information for the Information Officer and Canadian counsel to the Foreign Representative in any parties wanted to be added to the Service List.

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<sup>1</sup> As of the Petition Date, there was approximately C\$2.2 million in rent arrears across the entire Canadian portfolio of Leases.

**F. Requested Relief**

24. On this urgent motion, the Foreign Representative is requesting this Court grant an Order staying proceedings and rights and remedies against the Affected Canadian Tenant SPEs for a period of fourteen days to permit those Canadian Tenant SPEs (or general partners thereof) to bring an application under the CCAA.

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 27, 2020.

DocuSigned by:

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

DocuSigned by:

*Joshua Nicosia*

E3744F2FF352450C

**JOSHUA NICOSIA**

**TAB A**

This is  
**EXHIBIT "A"**  
referred to in the affidavit of  
**Joshua Nicosia**  
dated August 27, 2020

DocuSigned by:

*Lee Nicholson*

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Commissioner for taking affidavits

Court File No. \_\_\_\_\_

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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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.<sup>1</sup> 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.

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<sup>1</sup> 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:

<b>SPE Debtor</b>	<b>State of Incorporation</b>	<b>Principal Place of Business</b>	<b>Registered Head Office</b>
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.<sup>2</sup> 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

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<sup>2</sup> 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 Debtor<sup>3</sup> (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

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<sup>3</sup> 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*

82C0CC8E894B4AB... OLSON (LSO #664121)

Commissioner for Taking Affidavits  
in the Province of Ontario

DocuSigned by:

*James Feltman*

4AA1B7E83C964A2... S. FELTMAN

**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**

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**Lawyers for the Foreign Representative**

**TAB B**

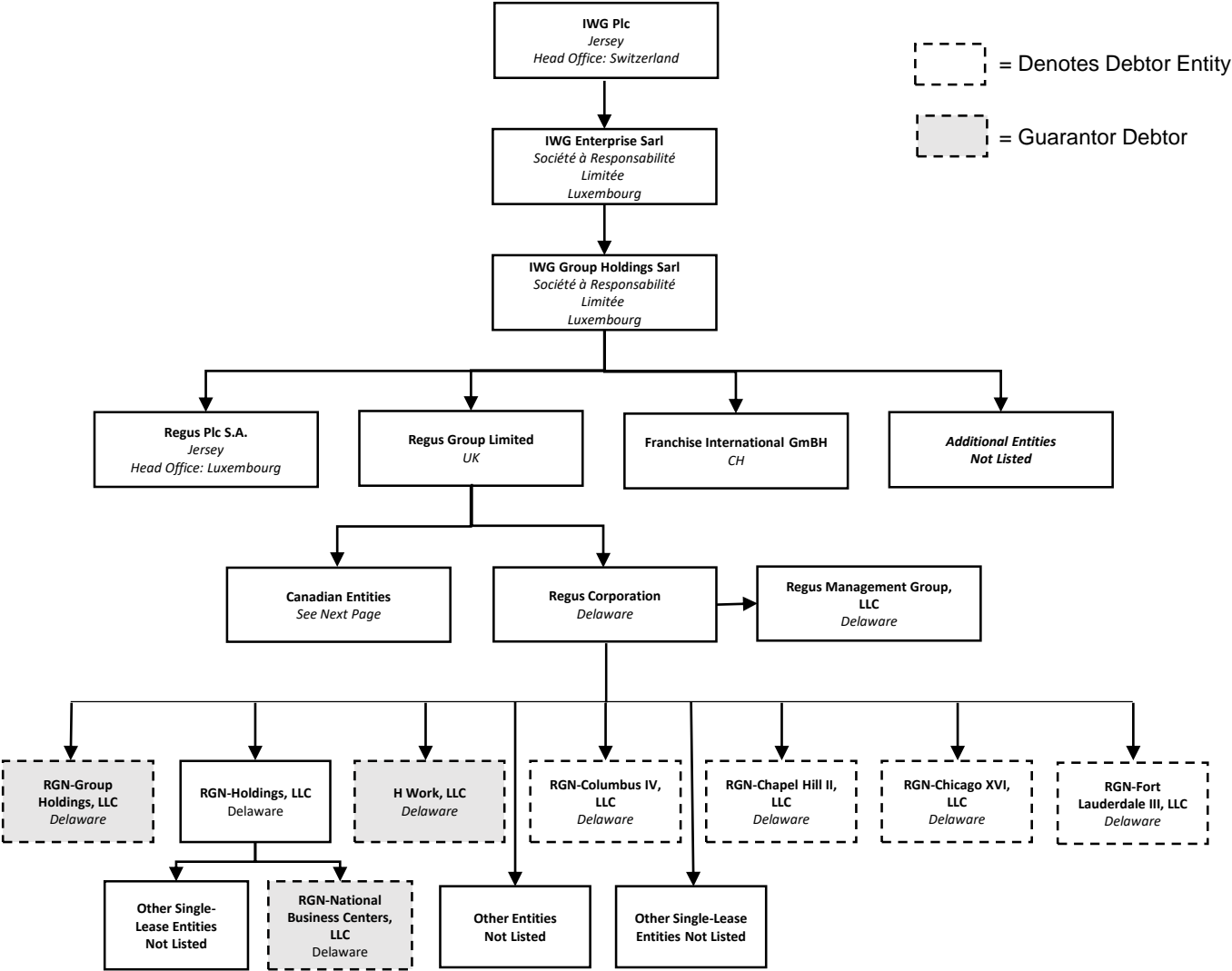
This is  
**EXHIBIT "B"**  
referred to in the affidavit of  
**Joshua Nicosia**  
dated August 27, 2020

DocuSigned by:

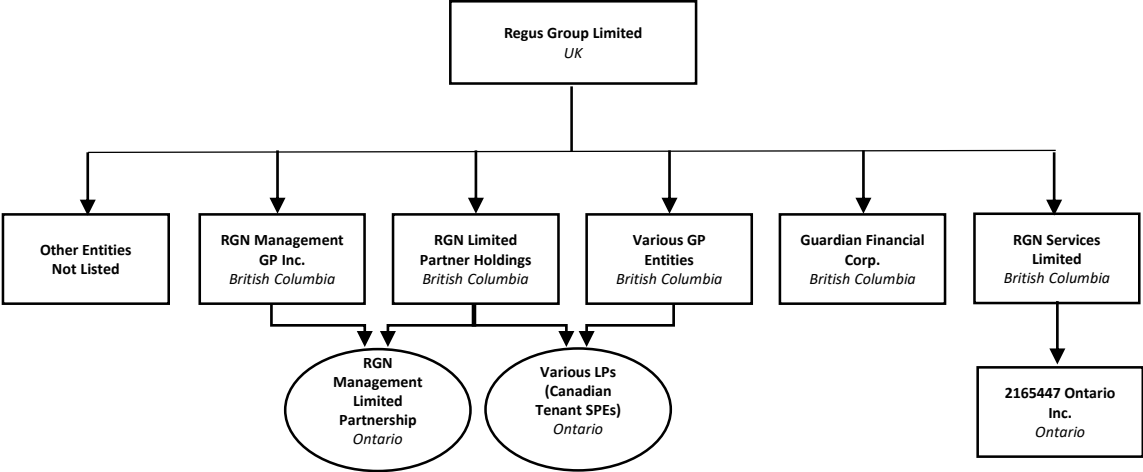
*Lee Micholson*

82C0CC8E694B4AB...

Commissioner for taking affidavits



\*all ownership is 100% unless otherwise noted



\*all ownership is 100% unless otherwise noted



**TAB C**

This is  
**EXHIBIT "C"**  
referred to in the affidavit of  
**Joshua Nicosia**  
dated August 27, 2020

DocuSigned by:

*Lee Nicholson*

62C0CC8F894E4A8  
Commissioner for taking affidavits

1 All right. Any other parties?

2 (No verbal response)

3 THE COURT: Okay. I have heard enough. I am going  
4 to deny the motion on an interim basis. I will permit the  
5 motion to proceed for a further hearing at a final hearing to  
6 allow the record, perhaps, to be further developed. But at  
7 this point, I'm not satisfied that there's a sufficient  
8 predicate for the relief requested.

9 And again, I think Mr. Gold laid out a number of  
10 legitimate concerns and considerations, and perhaps some  
11 easier ways to skin this cat or achieve the same results,  
12 without requiring this Court to extend authority that I'm not  
13 a hundred percent sure that this Court possesses.

14 At bottom, the relief requested asks that land --  
15 seeks to procedures by this Court, on behalf of these debtors,  
16 to landlords that are not landlords of these debtors, but  
17 where the tenants of these landlords may have some sort of  
18 either economic or possessory relationship with debtors. And  
19 I'm not satisfied, at least on this record, that that is an  
20 adequate predicate for the provisions and the procedures that  
21 are being proposed.

22 I note, first, that the idea is that there are  
23 guarantor payments to be paid that would be interrupted by  
24 landlord action; and second, that there may be property, FF&E,  
25 in the various nondebtor estates or nondebtor sites that might

1 be subject to ownership rights by debtor entities. Again,  
2 Section 362 says what it says, and I'm not satisfies that it  
3 extends to impose the requirements or restrictions that are  
4 contemplated within this motion upon the debtors.

5 I think the issues or the relationships are,  
6 frankly, at this point, too attenuated, and I don't know that  
7 they can be fairly imposed -- that these procedures could be  
8 fairly imposed upon landlords of nondebtors in these  
9 proceedings. Yes, does it create the possibility of stress,  
10 disruption, and perhaps loss of opportunity for this debtor on  
11 occasion? Yes. And I think that Mr. Jackson has candidly  
12 noted they may not know immediately if notice is received.  
13 But Ms. Roglen is right, you should, these are affiliates.  
14 And if you don't know, that's not the landlord's problem.

15 Now I don't think that Mr. Gold is mistaken, either,  
16 that, as a practical matter, if you're dealing with a lot of  
17 commercial landlords, when told that their actions relating to  
18 an entity may impact on a -- may impact on a bankruptcy  
19 proceeding, you're likely to get somebody's attention. And  
20 again, I understand why the debtor would like to have these  
21 procedures to give them the comfort and convenience of a  
22 period of notice before a landlord takes an action, but I'm  
23 not satisfied that that's appropriate at this time.

24 I am denying it on an interim basis, as I said,  
25 because this is a hearing on -- again, on short notice. And

1 to touch on Mr. Gold's comments, there may be circumstances  
2 where, in fact, the facts and circumstances may warrant  
3 provisions of these protections. For example, in the Texas  
4 example, where we've identified specific landlords or entities  
5 that may be specifically covered and an actual threat that is  
6 out there.

7 And again, we are speaking, in some respects,  
8 anecdotally. But I shared my experience, which is that there  
9 are very few no-knock provisions in commercial real estate  
10 relationships. That's just not been my experience. And as I  
11 said, I'm nobody's real estate lawyer, but I've dealt with a  
12 lot of real estate.

13 And so these -- so I understand the concern, but I  
14 believe that it is a step too far. The motion is denied on an  
15 interim basis.

16 The fact that the motion is continuing for a further  
17 hearing I actually think provides a structure within which the  
18 debtor may use that for additional productive dialogue with  
19 various landlords that may achieve a similar valid result, but  
20 without imposing this Court's jurisdiction upon that process.

21 So I would look for an order that denies the motion  
22 on an interim basis and sets it for a hearing at whatever date  
23 we've got it coming up. Okay? Are there any questions?

24 MR. JACKSON: No, Your Honor. I guess just a point  
25 of process, I'd be happy to reflect on the record the

1 agreements that I had reached with Mr. Abbott, Mr. Knight --  
2 who is also on the line -- Mr. Murley -- who's also on the  
3 line -- and Mr. Schlaifer; or, since there will be no interim  
4 order today, we can take those agreements offline and actually  
5 document them in a letter, and then bring them to the final  
6 hearing.

7 THE COURT: Fine. Given the hour, I'd probably not  
8 to recite the agreements on the record.

9 MR. JACKSON: Okay.

10 THE COURT: But if somebody feels strongly that they  
11 want to make sure that their deal is on the record, I would  
12 respect that and permit it. So now would be the time for a  
13 counterparty to say that you would like to have your agreement  
14 recited.

15 (No verbal response)

16 THE COURT: Hearing none, you may proceed.

17 MR. JACKSON: Thank you, Your Honor. I guess I'm  
18 heartened by what seems to be the agreement in the room that  
19 the stay does at least apply to RGN Holdings in some regard.  
20 And I will probably take Mr. Gold up on his suggestion of a  
21 letter between now and the final hearing. But I understand  
22 Your Honor's ruling, and thank you for hearing us and  
23 continuing the hearing, so that we could be here today.

24 I'll turn it over to my colleague Mr. Bambrick for  
25 discussion of scheduling, which I think is the last thing that

**TAB D**

This is  
**EXHIBIT "D"**  
referred to in the affidavit of  
**Joshua Nicosia**  
dated August 27, 2020

DocuSigned by:

*Lee Nicholson*

8260CC8E694B4AB

Commissioner for taking affidavits



**Exhibit “D” – Affected Canadian Tenant SPEs**

1. RGN Ontario II Limited Partnership
2. RGN Ontario XI Limited Partnership
3. RGN Ontario LXII Limited Partnership
4. RGN Ontario XXXIII Limited Partnership
5. RGN Ontario LXVII Limited Partnership
6. RGN Ontario XLV Limited Partnership
7. RGN Ontario L Limited Partnership
8. RGN Ontario LVIII Limited
9. RGN Ontario XLVIII Limited Partnership
10. RGN Ontario XXV Limited Partnership
11. RGN Ontario LV Limited Partnership
12. Guardian Financial Corp.
13. RGN British Columbia XXV Limited Partnership
14. RGN British Columbia XXVI Limited Partnership
15. RGN Alberta XVII Limited Partnership
16. RGN Alberta XIV Limited Partnership
17. RGN Alberta Limited Partnership
18. RGN Manitoba II Limited Partnership
19. RGN Quebec XVI Limited Partnership
20. RGN Ontario XXI Limited Partnership
21. RGN Ontario XXIX Limited Partnership
22. RGN Ontario XXVIII Limited Partnership
23. RGN Ontario Limited Partnership
24. RGN Ontario XLII Limited Partnership
25. RGN Ontario XXXI Limited Partnership
26. RGN Ontario XXXII Limited Partnership
27. RGN Ontario LVI Limited Partnership
28. RGN British Columbia XVI Limited Partnership
29. RGN Alberta IV Limited Partnership
30. RGN X Alberta Limited Partnership
31. RGN Alberta XIII Limited Partnership
32. RGN Quebec VI Limited Partnership
33. RGN Quebec V Limited Partnership
34. RGN Services Limited
35. RGN Ontario XXIV Limited Partnership
36. RGN Ontario XLI Limited Partnership
37. RGN Ontario XLVI Limited Partnership
38. RGN Quebec XIV Limited Partnership
39. RGN British Columbia XXVI Limited Partnership

# TAB E

This is  
**EXHIBIT "E"**  
referred to in the affidavit of  
**Joshua Nicosia**  
dated August 27, 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.*,<sup>1</sup>

Debtors.

Chapter 11

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

**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 24, 2020, I caused to be served the “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 (Collectively, the “Chapter 11 Debtors”),” dated August 24, 2020 [CCAA], a sample of which is annexed hereto as Exhibit A, by causing true and correct copies to be,
  - a. enclosed securely in separate postage pre-paid envelopes and delivered via first class mail to those parties listed on the annexed Exhibit B,
  - b. delivered via electronic mail to those parties listed on the annexed Exhibit C,

---

<sup>1</sup> 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  
26<sup>th</sup> day of August, 2020

/s/ *Andrea R. Speelman*

Andrea R. Speelman

Notary Public, State of Ohio

Commission Expires: March 21, 2024

## **Exhibit A**

**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  
(collectively, the "CHAPTER 11 DEBTORS")**

**PLEASE BE ADVISED** that this Notice is being published pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**"), granted on August 24, 2020 (the "**Recognition Order**").

**PLEASE TAKE NOTICE** that the Chapter 11 Debtors commenced voluntary reorganization cases (the "**Chapter 11 Cases**") pursuant to chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the District of Delaware (the "**US Court**"). In connection with the Chapter 11 Cases, the Chapter 11 Debtors have appointed RGN-National Business Centers, LLC as the foreign representative of the Chapter 11 Debtors (the "**Foreign Representative**"). The Foreign Representative's address is 3000 Kellway Drive, Suite 140, Carrollton (Dallas), Texas 75006.

**AND TAKE NOTICE** that pursuant to the Recognition Order issued by the Canadian Court under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"), (i) RGN-National Business Centers, LLC was recognized as "foreign representative"; (ii) the Chapter 11 Cases were recognized as "foreign main proceedings"; (iii) a stay of proceedings against the Chapter 11 Debtors was granted; (iv) KSV Kofman Inc. was appointed as the Information Officer with respect to the proceedings in the Canadian Court; and (v) certain orders entered by the U.S. Court in the Chapter 11 Cases were recognized by the Canadian Court.

**AND TAKE NOTICE** that materials filed with and issued by the Canadian Court may be viewed online at: <https://www.ksvadvisory.com/insolvency-cases/case/rgn-national-business-centers>. If you wish to receive copies of such materials or obtain further information in respect of the matters set forth in this Notice, you may contact the Information Officer at:

**KSV KOFMAN INC.**  
150 King Street West, Suite 2308  
Toronto, Ontario, M5H 1J9  
Attention: Mitch Vininsky  
Email: [mvininsky@ksvadvisory.com](mailto:mvininsky@ksvadvisory.com)

**PLEASE FINALLY TAKE NOTICE** that Canadian counsel for the Foreign Representative is:

**STIKEMAN ELLIOTT LLP**  
5300 Commerce Court West  
199 Bay Street, Toronto ON M5L 1B9  
Attention: Lee Nicholson  
Email: [leenicholson@stikeman.com](mailto:leenicholson@stikeman.com)

**DATED AT TORONTO, ONTARIO** this 24<sup>th</sup> day of August 2020.

## **Exhibit B**



## SERVICE LIST

Claim Name	Address Information
112 STREET NW EDMONTON PARTNERS LIMITED	PARTNERSHIP C/O CANDEREL MANAGEMENT (WEST) INC SUITE 300 10050 112 STREET EDMONTON AB T5K 2J1 CANADA
1250 RLB LIMITED PARTNERSHIP	AND BK PRIME QUEBEC 1 LP BENTALLGREENOAK (CANADA) LTD PARTNERSHIP 1055 DUNSMUIR STREET, SUITE 1800 VANCOUVER BC V7X 1B1 CANADA
1250 RLB LIMITED PARTNERSHIP AND	BK PRIME QUEBEC 1 LP, BENTALLGREENOAK (CANADA) LP, 1250, BOUL. RENE-LEVESQUE OUEST,BUREAU 2710, MONTREAL QC H3B 2W8 CANADA
1315806 ONTARIO LIMITED	C/O ALLIED PROPERTIES ATTN: PROPERTY MANAGER 134 PETER STREET, SUITE 1700 TORONTO ON M5V 2H2 CANADA
151-155 WEST HASTINGS INC.	C/O ALLIED PROPERTIES REIT 1700, 134 PETER STREET TORONTO ON M5V 2H2 CANADA
1602978 ONTARIO INC.	6 - 1 STEELCASE ROAD WEST MARKHAM ON L3R 0T3 CANADA
1602978 ONTARIO INC.	505 HIGHWAY 7 EAST THORNHILL ON L3T 7T1 CANADA
180 JOHN STREET INC.	ALLIED PROPERTIES REIT ATTENTION:ACCOUNTS RECEIVABLE 134 PETER STREETSUITE 1700 TORONTO ON M5V 2H2 CANADA
1920/1944 DAVISVILLE CENTRE INC.	4576 YONGE ST SUITE 700 TORONTO ON M2N 6N4 CANADA
2233 ARGENTIA NOMINEE INC.	5575 NORTH SERVICE ROAD SUITE 101 BURLINGTON ON L7L 6M1 CANADA
2425 MATHESON NOMINEE INC.	C/O TRIOVEST REALTY ADVISORS (B.C.) INC. 5750 EXPLORER DRIVE, SUITE 402 MISSISSAUGA ON L4W 0A9 CANADA
2425 MATHESON NOMINEE INC.	181 BAY STREET SUITE 1400 TORONTO ON M5J 2V1 CANADA
245 PARK AVENUE PROPERTY LLC	850 THIRD AVENUE SUITE 2002 CALGARY AB T2P 1G6 CANADA
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
535 YATES STREET INC.	BENNETT JONES LLP SUITE 2200, 1055 WEST HASTINGS STREET VANCOUVER BC V6E 2E9 CANADA
535 YATES STREET INC.	302, 5970 EAST BOULEVARD, VANCOUVER BC V6M 3V4 CANADA
5455 AVENUE DE GASPE INC.	ALLIED PROPERTIES, 480 BOULEVARD SAINT-LAURENT, SUITE 600, MONTREAL QC H2Y 3Y7 CANADA
5455 AVENUE DE GASPE INC.	3100 - 75 QUEEN STREET MONTREAL QC H3C 2N6 CANADA
5455 DE GASPE AVENUE INC.	C/O ALLIED PROPERTIES 1700-134 PETER STREET TORONTO ON M5V 2H2 CANADA
600 ANTON BOULEVARD ASSOCIATES	ATTN: PROPERTY MANAGER 650 TOWN CENTER DRIVE SUITE 930 BURNABY BC V5H 4N2 CANADA
85 HARBOUR STREET HOLDINGS INC	C/O OXFORD, ATTN: BEVERLY TAY 10 BAY STREET WATERPARK PLACE, SUITE 810 MONTREAL QC H3A 3J2 CANADA
85 HARBOUR STREET HOLDINGS INC. AND	CPP INVESTMENT OXFORD PROPERTIES GROUP 100 ADELAIDE STREET WEST EY TOWER, SUITE 900 TORONTO ON M5H 0E2 CANADA
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
ACC PARKWAY NOMINEE INC.	C/O CROWN PROPERTY MANAGEMENT INC. 400 UNIVERSITY AVENUE, SUITE 1900, TORONTO ON M5G 1S5 CANADA
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
BANKERS HALL LP AND BCIMC REALTY	CORPORATION, BCIMC REALTY CORP. ATTN SHELBY HARVEY 800-666 BURNARD STREET VANCOUVER BC V6C 2X8 CANADA
BCIMC REALTY CORPORATION	C/O QUADREAL MEADOWVALE CORPORATE CENTRE 101 - 2000 ARGENTIA ROAD, PLAZA 5 MISSISSAUGA ON L5N 2R7 CANADA
BCIMC REALTY CORPORATION	BCIMC REALTY CORPORATION ATTN SHELBY HARVEY 800-666 BURNARD STREET VANCOUVER BC V6C 2X8 CANADA
BCIMC REALTY CORPORATION AND	BANKERS HALL LP, C/O BROOKFIELD PROPERTIES CANADA MANAGEMENT LP SUITE 1210, 225 - 6TH AVENUE SW CALGARY AB T2P 1N2 CANADA
BK PRIME BRITISH COLUMBIA I LP	BK PRIME BRITISH COLUMBIA I LP C/O BENTALLGREENOAK (CANADA) LP SUITE 770-505 BURNARD STREET BOX 89 VANCOUVER BC V7X 1M4 CANADA

## SERVICE LIST

Claim Name	Address Information
BLOOR ISLINGTON PLACE LTD.	C/O 3250 BLOOR STREET WEST SUITE 116 TORONTO ON M8X 2X9 CANADA
BLUEBIRD PINE PROPERTY CORP.	CANDEREL MANAGEMENT 220-251 CONSUMERS ROAD TORONTO ON M2J 4R3 CANADA
BLUEBIRD PINE PROPERTY CORP.	C/O AGELLAN MANAGEMENT LTD PARTNERSHIP 890 YONGE STREET, SUITE 505 TORONTO ON M4W 3P4 CANADA
BONNIS PROPERTIES 929 INC.	BONNIS PROPERTIES INC SUITE 300 - 526 GRANVILLE STREET, VANCOUVER BC V6C 1W6 CANADA
BOSA PROPERTIES (1500 HOLDCO) INC.	C/O SDM REALTY ADVISORS LTD. SUITE 1850 - 1040 WEST GEORGIA STREET (BOX 3) VANCOUVER BC V6E 4H1 CANADA
BRE HH PROPERTY OWNER LLC C/O EQUITY	OFFICE MANAGEMENT LLC ATTN: PROPERTY MANAGER 6080 CENTER DRIVE, SUITE 550 VANCOUVER BC V6C 1C7 CANADA
CANADIAN PROPERTY HOLDINGS	(NOVA SCOTIA) INC. C/O CREDIT MANAGEMENT L.P., 1801 HOLLIS STREET,SUITE 2210 HALIFAX NS B3J 3N4 CANADA
CEC LEASEHOLDS INC.	CUSHMAN & WAKEFIELD ASSET SERVICES ULC SUITE 300, BOX 88, ONE QUEEN STREET EAST TORONTO ON M5C 2W5 CANADA
CEC LEASEHOLDS INC.	C/O CUSHMAN & WAKEFIELD ASSET SERVICES ULC 900, 333 - 7TH AVENUE SW CALGARY AB T2P 2Z1 CANADA
CF/T.E.C. HOLDINGS INC. AND	ONTREA/TEC HOLDINGS INC. THE CADILLAC FAIRVIEW CORPORATION LTD 20 QUEEN STREET WEST, 5TH FLOOR TORONTO ON M5H 3R4 CANADA
COMINAR REAL ESTATE INVESTMENT TRUST	COMINAR REAL ESTATE INVESTMENT TRUST 455 RUE DU MARAIS QUEBEC QC G1M 3A2 CANADA
COMINAR REAL ESTATE INVESTMENT TRUST	COMPLEXE JULES-DALLAIRE - T3 ATTN: MR. ALAIN DALLAIRE 2820 LAURIER BOULEVARD, SUITE 850 QUEBEC QC G1V 0C1 CANADA
COMINAR REAL ESTATE INVESTMENT TRUST	SUITE 3400, BOUL. DE MAISONNEUVE O. MONTREAL QC H3Z 3B8 CANADA
COMINAR REAL ESTATE INVESTMENT TRUST	ATTN: MICHAEL RACINE 3400 DE MAISONNEUVE WEST BOULEVARD, SUITE 1010 MONTREAL QC H3Z 3B8 CANADA
COMPLEXE JULES-DALLAIRE- T3	COMPLEXE JULES DALLAIRE INC 2820 BOUL LAURIER SUITE 1050 QUEBEC QC G1V 0C1 CANADA
CP MIAMI CENTER LLC	225 NE MIZNER BOULEVARD SUITE 200 CALGARY AB T2P0R3 CANADA
CPP INVESTMENT BOARD REAL ESTATE	HLDS INC., 200 BAY ST HLDS INC., C/O OXFORD PROPERTIES GROUP,EY TOWER STE 900, 100, ADELAIDE ST. WEST TORONTO ON M4H 0E2 CANADA
CR3 ARGENTIA NOMINEE INC.	C/O CROWN PROPERTY MANAGEMENT 400 UNIVERSITY AVENUE, SUITE 1900 TORONTO ON M5G 1S5 CANADA
CREIT MANAGEMENT LIMITED	CREIT MANAGEMENT LP 210 - 140 4TH AVE SW CALGARY AB T2P 3N3 CANADA
CROCKER PARTNERS V UCC LLC	201 S. BISCAYNE BLVD. SUITE 910 BURNABY BC V5G 4L6 CANADA
CROYDON CORPORATE CENTRE INC.	3RD FLOOR, 15303 - 31ST. AVENUE SURREY BC V3Z 6X2 CANADA
CT TOWER INVESTMENTS INC.	OXFORD PROPERTIES GROUP 100 ADELAIDE STREET WEST EY TOWER, SUITE 900 TORONTO ON M5H 0E2 CANADA
CT TOWER INVESTMENTS INC.	OXFORD PROPERTIES GROUP TD CANADA TRUST TOWER 161 BAY STREET - GROUND FLOOR TORONTO ON M5J 2S1 CANADA
DENHOLTZ HORIZON LLC C/O DENHOLTZ	ASSOCIATES ATTENTION: LEGAL DEPARTMENT 14 CLIFFWOOD AVENUE MONTREAL QC H2Z 2B5 CANADA
DUNDEAL SUMMER 2011 COLLECTION (GP) INC.	30 ADELAIDE ST EAST, SUITE 1600 TORONTO ON M5C 3H1 CANADA
DUNDEAL SUMMER 2011 COLLECTION (GP) INC.	C/O DREAM OFFICE MANAGEMENT CORP. STATE STREET FINANCIAL CENTRE 30 ADELAIDE STREET EAST, SUITE 301 TORONTO ON M5C 3H1 CANADA
EQUITY OFFICE MANAGEMENT, L.L.C.	ATTN: MANAGING COUNSEL AND LEASE ADMINISTRATION 222 SOUTH RIVERSIDE PLAZA, SUITE 200 VANCOUVER BC V7X 1M5 CANADA
EUROPRO (KITCHENER) LIMITED PARTNERSHIP	EUROPRO (KITCHENER) LIMITED PARTNERSHIP C/O EUROPRO REAL ESTATE INC 310 WILSON AVENUE TORONTO ON M3H 1S8 CANADA
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
FOUNDERS SQUARE LIMITED	FOUNDERS SQUARE LIMITED P.O. BOX 665 HALIFAX NS B3J 2T3 CANADA

## SERVICE LIST

Claim Name	Address Information
GENESIS CAPITAL PARTNERS IX, LTD.	ATTN: BUILDING MANAGER 20405 STATE HIGHWAY 249 SUITE 100 QUEBEC QC G1S1C1 CANADA
GESTION 500 PLACE D' ARMES INC.	GESTION 500 PLACE D'ARMES INC. 500 PLACE D'ARMES SUITE: 1500 MONTREAL QC H2Y 2W2 CANADA
GTA OFFICE INC.	COLLIERS INTERNATIONAL 3100 STEELES AVE E, SUITE 100 MARKHAM ON L3G 6G2 CANADA
GTA OFFICE INC.	SUITE 200, 121 KING STREET WEST TORONTO ON M5H 3T9 CANADA
GTA OFFICE INC.	GTA OFFICE INC COLLIERS INTERNATIONAL BROOKFIELD PLACE 181 BAY STREEY SUITE 1400 TORONTO ON M5J 2V1 CANADA
HULLMARK SUN LIFE (ATLANTIC) LTD.	HULLMARK SUN LIFE (ATLANTIC) LP 474 WELLINGTON STREET WEST SUITE 200 TORONTO ON M5V 1E3 CANADA
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
IVANHOE CAMBRIDGE INC.	95 WELLINGTON STREET WEST SUITE 300 TORONTO ON M5J 2R2 CANADA
IVANHOE CAMBRIDGE INC.	CENTRE CDP CAPITAL 1001 SQUARE VICTORIA SUITE C-500 VICTORIA BC V8W 2G4 CANADA
KING'S CROSS SHOPPING CENTRE LTD.	C/O GWL REALTY ADVISORS 1600 - WEST GEORGIA STREET VANCOUVER BC V6B 4N7 CANADA
KING'S CROSS SHOPPING CENTRE LTD.	C/O GWL REALTY ADVISORS 13551 COMMERCE PARKWAY, SUITE 200, RICHMOND BC V6V 2L1 CANADA
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 1235 BAY STREET INC.	C/O BENTALL KENNEDY (CANADA) LP ATTENTION: VP, PROPERTY MANAGEMENT 10 CARLSON COURT, SUITE 500 ETOBICOKE ON M9W 6L2 CANADA
KS 500 4TH AVENUE SW INC. AND	CANADIAN PROPERTY HO CHOICE PROPERTIES, 410, 333 -5TH AVENUE SW, CALGARY AB T2P 0L4 CANADA
KS 500 4TH AVENUE SW INC. AND	CANADIAN PROPERTY HOLDINGS (ALBERTA) INC., 210,140-4TH AVENUE SW, CALGARY AB T2P 3N3 CANADA
LE 1000 DE LA GAUCHIETIERE	IVANHOE CAMBRIDGE INC. CENTRE DCP CAPITAL, 1001 SQUARE VICTORIA, SUITE C-500, MONTREAL QC H2Z 2B5 CANADA
LE 1000 DE LA GAUCHIETIERE	IVANHOE CAMBRIDGE, 1 PLACE VILLE-MARIE, SUITE 2980, MONTREAL QC H3B 0E9 CANADA
LOW TIDE PROPERTIES LTD.	LOW TIDE PROPERTIES LTD. 600 - 21 WATER ST. VANCOUVER BC V6B 1A1 CANADA
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
MACLEOD PLACE LTD.	400, 630 - 8TH AVENUE SW, CALGARY AB T2P 1G6 CANADA
MACLEOD PLACE LTD.	C/O STRATEGIC GROUP 400, 630 - 8TH AVENUE SW CALGARY AB T2P 1G8 CANADA
MARISA CONSTRUCTION LIMITED	4711 YONGE STREET, SUITE 1400, TORONTO ON M2N 7E4 CANADA
MARISA CONSTRUCTION LIMITED	MENKES PROPERTY MANAGEMENT SERVICES LTD., 4711 YONGE STREET, SUITE 1400, TORONTO ON M2N 7E4 CANADA
MARISA CONSTRUCTION LIMITED	200 WICKSTEED AVENEUE TORONTO ON M4G 2B6 CANADA
MELROSE INVESTMENTS INC.	MELROSE INVESTMENTS INC 145 REYNOLDS STREET SUITE 400 OAKVILLE ON L6J 0A7 CANADA
METCALFE REALTY COMPANY LIMITED	METCALFE REALTY COMPANY LIMITED 2700 QUEENSVIEW DRIVE OTTAWA ON K2B 8H6 CANADA
MILKIN HOLDINGS LIMITED	MILKIN HOLDINGS LIMITED C/O VICE PRESIDENT 7 DUNDAS SQUARE SUITE 300 TORORNTO ON M5B 1B5 CANADA
NORTHAM CCPF TENCO (CAL-ED) LIMITED	2 CARLTON STREET, SUITE 909, TORONTO ON M5B 1J3 CANADA
NORTHAM CCPF TENCO (CAL-ED) LIMITED	CMN CALGARY INC. 900, 335 - 8TH AVENUE SW, CALGARY AB T2P 1C9 CANADA
NORTHFIELD EQUITIES INC	40 UNIVERSITY AVENUE SUITE 1200 MISSISSAUGA ON L4Z 1H8 CANADA
NORTHFIELD EQUITIES INC.	TRIOVEST REALTY ADVISORS INC., WATERLOO CORPORATE CAMPUS C/O 200 - 1275 BARTON ST. EAST HAMILTON, ON L8H 2V4 CANADA
OFFICE MORTGAGE INVESTMENTS INC.	MAIN STREET WEST, SUITE 101-701, HAMILTON ON L8S 1A2 CANADA
OMERS REALTY CORP GUINNESS TOWER HOLD LD	PROPERTY MANAGEMENT OFFICE 2 BLOOR STREET W., SUITE 1802 TORONTO ON M4W 3E2 CANADA

PROJECT COSTELLO  
SERVICE LIST

Claim Name	Address Information
OMERS REALTY CORP, GUINNESS TOWER	HOLDINGS LTD PROPERTY MANAGEMENT OFFICE 2 BLOOR STREET W., SUITE 1802 TORONTO ON M4W 3E2 CANADA
OMERS REALTY CORP, GUINNESS TOWER	HOLDINGS LTD., & 2073393 ONTARIO INC. OXFORD PROPERTIES GRP,100 ADELAIDE ST WEST, EY TOWER, SUITE 900 TORONTO ON M5H 0E2 CANADA
PCI KING GEORGE DEVELOPMENTS INC. AND	FRASER & KING GEORGE PROP LP 300, 1030 WEST GEORGIA STREET, VANCOUVER BC V6E 2Y3 CANADA
PLN OWCS, L.P.	ATTN: ANDREW WILDMAN 2060 MT. PARAN RD. NW SUITE 111 VANCOUVER BC V6C 2W2 CANADA
PORTAGE & MAIN DEVELOPMENT, LTD.	PORTAGE & MAIN DEVELOPMENT LTD SUITE 590 - 201 PORTAGE AVE WINNIPEG MB R3B 3K6 CANADA
PR WILLINGDON 4170 RE LIMITED	PARTNERSHIP, C/O TRIOVEST REALTY ADVISORS (B.C.) INC., SUITE 600 - 789 WEST PENDER STREET, VANCOUVER BC V6C 1H2 CANADA
PSS INVESTMENTS I INC.,	TPKP INVESTMENTS I INC. C/O GWL REALTY ADVISORS INC., 2001 UNIVERSITY STREET, SUITE 1820, MONTREAL QC H3A 2A6 CANADA
PSS INVESTMENTS I INC., TPKP INVESTMENTS	I INC., T, GWL REALTY ADVISORS INC., PURDY'S WHARF, SUITE 220, 1949 UPPER WATER STREET, HALIFAX NS B3J 3N3 CANADA
QBE AMERICAS, INC.	ATTN: LEGAL DEPARTMENT ONE QBE WAY MONTREAL QC H3A2A6 CANADA
QUEEN RICHMOND CENTRE INC.	QUEEN RICHMOND CENTRE INC 134 PETER STREET SUITE 1700 TORONTO ON M5V 2H2 CANADA
RPMG HOLDINGS LTD.	300, 550 ROBSON STREET, VANCOUVER BC V6B 2B7 CANADA
RPMG HOLDINGS LTD.	RPMG HOLDINGS LTD. SUITE #200 - 1010 SEYMOUR STREET VANCOUVER BC V6B 3M6 CANADA
SHARISH PROPERTY HOLDINGS INC.	1315 PICKERING PARKWAY TORONTO ON M4W3E2 CANADA
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.,	121 KING STREET WEST, SUITE 200, TORONTO ON M5H 3T9 CANADA
SOCIETE EN COMMANDITE BOUVIER-BERTRAND	SOCIETE EN COMMANDITE BOUVIER BERTRAND 1050-2820 BOULEVARD LAURIER QUEBEC QC G1V 0C1 CANADA
THE CANADA LIFE ASSURANCE COMPANY	THE CANADA LIFE ASSURANCE COMPANY P.O. BOX 1053 WINNIPEG MB R3C 2X4 CANADA
TNC 675 COCHRANE LTD.	CROWN PROPERTY MANAGEMENT INC. SUITE N500, 675 COCHRANE DRIVE, MARKHAM ON L3R 0B8 CANADA
TNC 675 COCHRANE LTD.	90 SHEPPARD AVENUE E, SUITE 305 TORONTO ON M2N 3A1 CANADA
TNC 675 COCHRANE LTD.	C/O CROWN PROPERTY MANAGEMENT INC., 400 UNIVERSITY AVENUE, SUITE 1900, TORONTO ON M5G 1S5 CANADA
VANCORD PROPERTY HOLDING CORP.	C/O ALCOR COMMERCIAL REALTY INC., 1501 - 1166 ALBERNI STREET, VANCOUVER BC V6E 3Z3 CANADA
VANCORD PROPERTY HOLDINGS CORP	VANCORD PROPERTY HOLDINGS CORP. PO BOX 11109 SUITE #2900 - 1055 WEST GEORGIA ST VANCOUVER BC V6E 3P3 CANADA
WHITEROCK SUSSEX CENTRE MISSISSAUGA INC.	C/O DOMC DEPT 11082 30 ADELAIDE STEET EAST SUITE 301 MISSISSAUGA ON M5C 3H1 CANADA
WINDMILL DREAM ZIBI ONTARIO INC.	25 RUE JOS-MONTFERRAND GATINEAU QB CANADA
WINDMILL DREAM ZIBI ONTARIO INC.	C/O DREAM OFFICE MANAGEMENT CORP., 30 ADELAIDE STREET EAST, SUITE 301, TORONTO ON M5C 3H1 CANADA
WINDMILL DREAM ZIBI QUEBEC	DEVELOPMENTS INC. C/O DREAM OFFICE MANAGEMENT CORP. 30 ADELAIDE STREET EAST, SUITE 301 TORONTO ON M5C 3H1 CANADA
WINDMILL DREAM ZIBI QUEBEC DEVELOPMENTS	INC. 25 RUE JOS-MONTFERRAND GATINEAU QC CANADA
YONGE & LAWRENCE INC.	C/O FCR MANAGEMENT SERVICES LP 3080 YONGE ST, SUITE 5024 TORONTO ON M4N 3N1 CANADA
YONGE & LAWRENCE INC.	85 HANNA AVENUE, SUITE 400 TORONTO ON M6K 3S3 CANADA
YRC (MCEG) LTD., BPO LTD.	AND CREHOY INC. GWL REALTY ADVISORS 155 UNIVERSITY AVENUE, SUITE 1910, TORONTO ON M5H 3B7 CANADA
YRC (MCEG) LTD., BPO LTD. AND	CREHOY INC., BROOKFIELD PROPERTIES CANADA MANAGEMENT LP, 181 BAY STREET, SUITE 700, TORONTO ON M5J 2T3 CANADA

Claim Name	Address Information
YRC (MCEG) LTD., BPO LTD. AND	CREHOY INC., C/O EXCHANGE TOWER MANAGEMENT OFFICE, 130 KING ST. WEST, STE 1310, P.O. BOX 2, TORONTO ON M5X 1A9 CANADA

Total Creditor count 128

## **Exhibit C**

Creditor Name	Email Address
112 STREET NW EDMONTON PARTNERS LIMITED PARTNERSHIP	SOsterloh@canderel.com; Blandry@canderel.com
151-155 WEST HASTINGS INC.	mrothberg@Alliedreit.com
1602978 ONTARIO INC.	aziml@onlinepm.ca
2233 ARGENTIA NOMINEE INC.	thines@crp-cpmi.com; cnaidoo@crp-cpmi.com
5455 DE GASPE AVENUE INC.	sayache@alliedreit.com; cbachalany@alliedreit.com
ASPEN PROPERTIES (SLP) LIMITED PARTNERSHIP	sdiver@aspensproperties.ca; AR@aspensproperties.ca
BLUEBIRD PINE PROPERTY CORP.	rlau@agellancapital.com
BONNIS PROPERTIES 929 INC.	accounting@bonnis.com
COMINAR REAL ESTATE INVESTMENT TRUST	Jeffrey.Lipes@Regus.com
FANA PARK CENTRE CORP.	lorraine.sequeira@fanagroup.com
FOUNDERS SQUARE LIMITED	speskett@thearmourgroupp.ca
GTA OFFICE INC.	Ricki-Lee.Parker@colliers.com; Johanne.Jacob@colliers.com
INDUSTRIAL ALLIANCE INSURANCE AND FINANCIAL SERVICES INC.	Imm.factures.locataires.qc@ia.ca
LOW TIDE PROPERTIES LTD.	MMessaoudi@lowtideproperties.com; HCornwell@lowtideproperties.com
METCALFE REALTY COMPANY LIMITED	cobrien@metcalferealty.com
RPMG HOLDINGS LTD.	sjantzen@onni.com
THE CANADA LIFE ASSURANCE COMPANY	Jeffrey.Lipes@Regus.com
YONGE & LAWRENCE INC.	EFTFCRMS@fcr.ca
Macleod Place Ltd.	Jeffrey.Lipes@Regus.com

**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 27, 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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**Lee Nicholson LSO #66412I**

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Email: [leenicholson@stikeman.com](mailto:leenicholson@stikeman.com)

**Nicholas Avis LSO#: 76781Q**

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Fax: (416) 947-0866

**Lawyers for the Foreign Representative**



# TAB 3

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE MR. ) FRIDAY, THE 28<sup>TH</sup>  
 )  
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: Interim Stay)

**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, the affidavit of Joshua Nicosia sworn August 27, 2020, filed.

**AND UPON HEARING** the submissions of counsel for the Foreign Representative, counsel for the Information Officer and counsel for [ADDITIONAL COUNSEL], 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.

## DEFINED TERMS

2. **THIS COURT ORDERS** that, for purposes of this Order, the following terms have the following meanings:

- (a) **“Person”** means any individual, firm, corporation, governmental body or agency, or any other entities; and
- (b) **“Canadian SPE Tenants”** means RGN Alberta XVII Limited Partnership, RGN Alberta XIV Limited Partnership, RGN Alberta Limited Partnership, RGN Manitoba II Limited Partnership, RGN Quebec XVI Limited Partnership, RGN Ontario XXI Limited Partnership, RGN Ontario XXIX Limited Partnership, RGN Ontario XXVIII Limited Partnership, RGN Ontario Limited Partnership, RGN Ontario XLII Limited Partnership, RGN Ontario XXXI Limited Partnership, RGN Ontario XXXII Limited Partnership, RGN Ontario LVI Limited Partnership, RGN British Columbia XVI Limited Partnership, RGN Alberta IV Limited Partnership, RGN X Alberta Limited Partnership, RGN Alberta XIII Limited Partnership, RGN Quebec VI Limited Partnership, RGN Quebec V Limited Partnership, RGN Services Limited, RGN Ontario XXIV Limited Partnership, RGN Ontario XLI Limited Partnership, RGN Ontario XLVI Limited Partnership, RGN Quebec XIV Limited Partnership, and RGN British Columbia XXVI Limited Partnership.

## NO PROCEEDINGS AGAINST THE CANADIAN SPE TENANTS

3. **THIS COURT ORDERS** that until September 11, 2020 (the **“Interim Stay Period”**), no proceeding or enforcement process shall be commenced or continued in any court or tribunal in Canada (each, a **“Proceeding”**) against or in respect of the Canadian SPE Tenants or affecting their business (the **“Business”**) or their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the **“Property”**), except with leave of this Court, and any and all Proceedings currently under way

against or in respect of any of the Canadian SPE Tenants or affecting the Business or the Property, are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

4. **THIS COURT ORDERS** that during the Interim Stay Period, all rights and remedies of any Person against the Canadian SPE Tenants are hereby stayed and suspended except with leave of this Court, provided that nothing in this Order shall (a) prevent the assertion of or the exercise of rights and remedies outside of Canada, (b) empower any of the Canadian SPE Tenants to carry on any business in Canada which the Canadian SPE Tenants are not lawfully entitled to carry on, (c) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (d) prevent the filing of any registration to preserve or perfect a security interest, or (e) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH RIGHTS**

5. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, lease, sublease, contract, agreement, licence or permit in favour of or held by any of the Canadian SPE Tenants and affecting the Business in Canada, except with leave of this Court.

#### **GENERAL**

6. **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 Canadian SPE Tenants, 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 Canadian SPE Tenants, 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 Canadian SPE Tenants, the Chapter 11 Debtors, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

7. **THIS COURT ORDERS** that this Order and all its provisions are effective as of 12:01 a.m. from the date it is made without any need for entry and filing.

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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  
(Re: Interim Stay)**

**STIKEMAN ELLIOTT LLP**

Barristers & Solicitors  
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Toronto, Canada M5L 1B9

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**Nicholas Avis LSO#: 76781Q**

Tel: (416) 869-5504  
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Fax: (416) 947-0866

**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 28, 2020)**

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

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Fax: (416) 947-0866

**Lawyers for the Foreign Representative**