FRANCHISE DISCLOSURE DOCUMENT

RGN-USF, LLC
a Delaware limited liability company
3000 Kellway Drive, Suite 140
Carrollton, TX 75006
(972) 361-8100
Email: franchise.USA@iwgplc.com
Website: www.regus.com

The franchise offered by RGN-USF, LLC is for the establishment and operation of a Regus® Office business that provides flexible/virtual office providers, co-working facilities, meeting and training facilities and commercial office alternatives.

The total investment necessary to begin operation of a single-unit Regus® Office is from $939,500 to $1,917,500. This includes $20,000 that must be paid to the franchisor. If you sign a Multi-Site Development Agreement, you pay a Development Fee equal to the sum of the initial franchise fee for the first Regus® Office to be developed, plus 50% of the initial franchise fee for each additional Regus® Office you agree to develop. The total investment necessary to enter into a Multi-Site Development Agreement with the development rights of 2 to 5 Regus® Offices is from $1,118,000 to $5,270,000. This includes between $40,000 for 2 locations and $100,000 for 5 locations that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different forms, contact Franchise Department, at 3000 Kellway Drive, Suite 140, Carrollton, TX 75006; Telephone (972) 361-8100.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: June 27, 2022

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D and Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Regus® Office business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Regus® Office franchisee?	Item 20 or Exhibit D and Exhibit E. lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Delaware. Out-of-state arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Delaware than in your own state.

2. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

3. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

NOTICE REQUIRED
BY
STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISION OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISE BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS' ADVANCE NOTICE OF THE FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED TRANSFEREE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

ADDRESS FOR NOTICES TO THE MICHIGAN ATTORNEY GENERAL:

DEPARTMENT OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION
FRANCHISE SECTION
G. MENNEN WILLIAMS BUILDING, 7th FLOOR
525 W. OTTAWA STREET
LANSING, MI 48909
MAIN NUMBER: 517-373-1110
FACSIMILE: 517-373-3042

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EXHIBITS

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor is RGN-USF, LLC, a Delaware limited liability company, referred to as "we," "us," or "our." We also do business under the name "REGUS®." "You" means a person who buys the right to operate a REGUS® Office from us. If you are a corporation, partnership or other entity, certain provisions of our Franchise Agreement also will apply to your owners. This disclosure document will indicate when your owners also are covered by a particular provision.

We are a Delaware limited liability company formed on April 21, 2016. Our current principal business address is 3000 Kellway Drive, Suite 140, Carrollton, TX 75006. Our registered agent for service of process in Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. If we have a separate registered agent for a particular state, it is disclosed in Exhibit A.

We conduct business under our corporate name and under the trade and word and image service marks "REGUS®," ("Trademarks" or "Marks") and associated logos, designs, symbols and trade dress. We began offering franchises on April 4, 2018. We have not conducted a business of the type you will be operating and do not engage in any types of business activities other than franchising and providing services to our franchisees. However, as of the issuance date of this disclosure document, our affiliates (identified below) operate REGUS® Offices similar to the one you will operate under the Franchise Agreement. We have not offered, nor do we currently offer, franchises in other lines of business.

Our Parents, Predecessors and Affiliates

Our group parent, IWG PLC, a St. Helier, Jersey private limited company ("IWG") was formed on September 27, 2016. IWG's principal business address is 22 Grenville Street, St. Helier, JE4 8PX, Jersey. IWG is the holding company of all subsidiaries, including our direct parent, FIG (see below), and our affiliate, PIPS (see below), and is listed on the London Stock Exchange and trading at Dammstrasse 19, CH-6300, Zug, Switzerland. IWG has, itself or through its affiliates or subsidiaries, offered office spaces similar to REGUS® internationally since it was founded in Brussels, Belgium in 1989. IWG itself, or through its international affiliates or subsidiaries began offering REGUS® franchises internationally in 2002. As of the date of this disclosure document, IWG has over 3,414 office spaces in over 120 countries and 1,100 cities across the world under the brand names Regus®, HQ® Spaces®, Signature™, Base Point™, No. 18™, Open Office™, and MOS™. IWG provides local and global networks and inspirational workspaces that support effective working and collaboration. IWG has never offered franchises in any other line of business and does not operate franchises in the United States. You will not be required to purchase or lease anything from IWG.

Our parent, Franchise International GmbH ("FIG"), was originally a Luxembourg company named Franchise International Sarl that was formed on August 4, 2010, and it was renamed and converted to a Swiss company on December 18, 2019. FIG' principal business address is Dammstrasse 19, 6300 Zug, Switzerland. FIG offers franchises similar to the franchise you will be operating. FIG has never offered franchises in any other line of business and does not operate franchises in the United States. You will not be required to purchase or lease anything directly from FIG, but FIG does provide certain shared services to us under a Services Agreement that we require our franchisees to use.

Our affiliate, Regus Corporation, a Delaware corporation ("Regus") was formed on May 25, 2004. Regus' principal business address is 3000 Kellway Drive, Suite 140, Carrollton, TX 75006. Regus has, itself or through its affiliates, operated company-owned REGUS® Offices in the United States since 1998. As of December 31, 2019, there were 830 company-owned REGUS® Offices in the United States.

Our affiliate, Pathway IP II GmbH ("PIPS"), was originally a Luxembourg company named Pathway IP Sarl that was formed on December 22, 2008, and it was renamed and converted to a Swiss company on

December 18, 2019. PIPS' principal business address is Dammstrasse 19, 6300 Zug, Switzerland. PIPS owns the Trademarks and has granted us a worldwide license to grant franchisees the right to use those Trademarks. PIPS has never offered franchises in any line of business and does not operate franchises in the United States. You will not be required to purchase or lease anything from PIPS.

Our affiliate, Regus Management Group, LLC ("RMG") was formed on December 8, 2004. RMG's principal business address is the same as ours. RMG offers management company services. RMG does not currently offer and has never offered franchises in any line of business. RMG provides shared services to us. You will not be required to purchase or lease anything from RMG.

Our affiliate, Regus Group Services, Ltd. ("RGS") was formed on November 9, 2010. RGS's principal business address is 6th Floor, 2 Kingdom Street, London, England W2 6BD. RGS is a subsidiary of IWG that offers management company services. RGS does not currently offer and has never offered franchises in any line of business. RGS provides shared services to FIG. You will not be required to purchase or lease anything from RGS.

We have no predecessors.

REGUS® System.

The franchise we offer is for the establishment and operation of a business that provides flexible/virtual office providers, co-working facilities, meeting and training facilities and commercial office alternatives (a "REGUS® Office" or "Office").

Our current form of Franchise Agreement is attached as Exhibit B to this disclosure document.

A typical REGUS® Office occupies approximately 10,000 to 20,000 square feet of commercial office space, but can be smaller or larger depending on the site you choose and the regional demographics of the area in which your site is located. The REGUS® Offices operated by our affiliates in the United States range in size from approximately 6,458 to 64,583 square feet with the average size being approximately 18,238 square feet. Your REGUS® Office may occupy a single floor, a number of floors, parts of a building or an entire building. All Offices are constructed to our specifications as to size, layout, décor and the like. REGUS® Offices are typically leased and are located in metropolitan areas or surrounding suburbs. You will offer a variety of private memberships to individuals and businesses. REGUS® Offices contain multiple workstations, including private, designated and shared spaces, conference rooms, and boardrooms, all with access to telecommunications systems, data transmission services, lounges, reception areas, and administrative support from trained client support representatives.

REGUS® Offices operate under the Trademarks (see Item 13) and under distinctive business formats, including prescribed exterior and interior design, décor, color scheme and furnishings; uniform standards, specifications and procedures for operations; quality and uniformity of products and services offered; and advertising and promotional programs, all of which we may improve, further develop or otherwise modify from time to time (the "System"). We use, promote and license in the operation of a REGUS® Office the Trademarks, plus designs, artwork, trade dress, commercial symbols and e-names, all of which have gained and continue to gain public acceptance and goodwill. We may in the future create, use and license additional trademarks, service marks, logos, commercial symbols, e-names, designs, artwork and trade dress in conjunction with the operation of REGUS® Offices.

You will operate a REGUS® Office as an independent business unit utilizing the Trademarks, System, business concepts, support, guidance and materials developed by us. You will offer and provide products and services to the general public under the terms and conditions contained in the Franchise Agreement and our confidential operations manuals (the "System Standards Manuals") that will be loaned to you at the time of training. You must offer for sale all services, products, and merchandise we designate, unless you obtain our approval not to offer certain services, products or merchandise. You may not offer other services, merchandise or products without our prior written approval. Your REGUS® Office must at all times be

compliant with our current proprietary standards as set forth in our System Standards Manual (the "System Standards").

Multi-Site Development Agreement

We may offer you the right to develop multiple REGUS® Offices under the terms of an agreement (the "Multi-Site Development Agreement") within designated areas (the "Development Area"). The REGUS® Offices will be in a number determined by us, within the Development Area established by us. You must sign a then-current Franchise Agreement for each REGUS® Office opened under the Multi-Site Development Agreement, which may differ from the current Franchise Agreement included with this FDD. If you sign a Multi-Site Development Agreement, you will be responsible for developing the number of REGUS® Offices set forth in the Multi-Site Development Agreement. We will determine the size of each Development Area, the number of REGUS® Offices, and the timeline by which each REGUS® Office must be open for business (the "Development Schedule"). Each location must be approved by us and be compliant with our System Standards. You must continue to meet our then current System Standards for the grant of a new franchise, including, without limitation, continuing to demonstrate that you are sufficiently capitalized and have sufficient financial resources to open and operate the REGUS® Offices, or our approval of your development or opening of scheduled REGUS® Offices may be withheld. Our Multi-Site Development Agreement is attached as Exhibit C to this Disclosure Document.

Market and Competition.

Our customers are individuals, small and midsize businesses, and large companies across many different industries. The market for the services you will offer is developing and competitive. You will be competing with other national, regional and local serviced, flexible/virtual office providers, co-working facilities, meeting and training facilities and commercial office alternatives. Many competitors are local entrepreneurs operating a small number of locations. We are aware, however, of several national and international competitors offering services that are similar to or competitive with the services that our REGUS® Offices provide. You will be offering REGUS® Office services to a broad base of customers, consisting of business persons who require the services and flexible/virtual workspaces and meeting spaces to conduct their business.

Regulations.

You and your clients must comply with the U.S. Postal Service's Commercial Mail Receiving Agency rules, which may apply to certain clients who use your REGUS® Office for receiving mail. Your REGUS® Office must comply with the Americans with Disabilities Act, and all local zoning laws, land use laws and regulations. You must operate your REGUS® Office according to all laws and regulations that apply to businesses generally, including, for example, federal, state and local employment, zoning, building, health, safety, environmental and intellectual property laws and regulations.

You should consider these laws and regulations when evaluating your purchase of a franchise.

ITEM 2
BUSINESS EXPERIENCE

Wayne Berger – President and Chief Executive Officer, Americas

Mr. Berger has been the President and Chief Executive Officer, Americas of our affiliate, Regus Corporation, since April 2020. Prior to that, Mr. Berger was its CEO from September 2018 to March 2020. Mr. Berger also served as CEO, Canada, and Latin Americas of Regus Corporation from September 2018 to March 2020. Mr. Berger was EVP, Country Manager of Regus Corporation from July 2014 to September 2018, Mr. Berger has been our authorized person since January 2022. All of Mr. Berger's positions have been in Toronto, Canada.

Michael J. Osburn – Vice President, Secretary and Treasurer

Mr. Osburn has been the Vice President, Secretary and Treasurer of our affiliate, Regus Corporation since May 2011 in Addison, Texas. Mr. Osburn has been our authorized person since January 2022.

Norm Petersdorf – Executive Vice President, Operations, North America

Mr. Petersdorf has been the Executive Vice President, Operations, North America of our affiliate, Regus Management Group, LLC in Dallas, Texas, since February 2017.

Michael F. Berretta – Vice President Network Development

Mr. Berretta has been the Vice President Network Development for our affiliate Regus Management Group LLC, in Brookhaven, Georgia since December 2000.

Kelly Bieterman – Head of Franchise Performance for the Americas

Ms. Bieterman has been the Head of Franchise Performance for the Americas of our affiliate Regus Management Group, LLC in Dallas, Texas since July 2021. Prior to that Ms. Bieterman was its Area Sales Manager from July 2013 to July 2021.

Scott Weidholz – Director of Franchise Development

Mr. Weidholz has been Director of Franchise Development for our affiliate, Regus Management Group LLC in Carrollton, Texas since May 2021. Prior to that Mr. Weidholz was Director of Franchise Development for Coit Franchising based in Tempe, Arizona from September 2020 to May 2021. Prior to that, Mr. Weidholz was Director of Franchise Development from for Massage Envy in Scottsdale, AZ from January 2018 to September 2020. From October 2016 to January 2018, Mr. Weidholz was Vice President of Franchise Development for Consultus in St. George, Utah.

Dorothée Winner – Manager and Global Finance Director

Ms. Winner has been our Manager since December 2020 based in Zug, Switzerland. Ms. Winner has been Global Finance Director of our affiliate Regus Global Management Centre SA since January 2020, also in Zug, Switzerland. Prior to that, Ms. Winner was CFO Middle East & APAC of our affiliate Regus FZCo based in Dubai, UAE from March 2009 to January 2020. Ms. Winner has held positions as one of the Officers, Directors, and Authorized Representatives our affiliates in Europe, Middle East, Asia/Pacific and Latin America of our affiliate entities outside of the United States.

Remo Gross – Manager and Group Finance Director

Mr. Gross has been our Manager since December 2020, based in Zug, Switzerland. Mr. Gross has been Group Finance Director of our affiliate Regus Global Management Centre SA Since June 2016 also in Zug, Switzerland.

Stanna Palazova – Vice President of Partnership Growth, Midwest

Ms. Palazova has been the VP of Partnership Growth, Midwest, for our affiliate, Regus Management Group, LLC since January 2022, based in Chicago, Illinois. Ms. Palazova has also served as its Sales Director, VP since December 2014.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

In or around May 2020, in response to the economic dislocation from the pandemic, 150 of our affiliated entities that own or operate Regus Offices filed for reorganization under Chapter 11 of the U.S. Bankruptcy Code (or equivalent restructuring proceedings in Canada under the Companies' Creditors Arrangement Act) to facilitate negotiation of lease obligations to landlords and lenders. Exhibit J, attached to this Disclosure Document, displays these bankruptcy actions, including: the debtor's name and address; the date of the original filing; and the case number. No debtors have yet received a discharge and no plans of reorganization have yet been confirmed. The principal place of business for all affiliated entities set forth on Exhibit J is 3000 Kellway Drive, Suite 140, Carrollton, TX 75006. All cases in the United States were filed in the United States Bankruptcy Court for the District of Delaware. All cases in Canada were filed in The Office the Superintendent of Bankruptcy Canada. All cases are styled "In re RGN - Group Holdings, LLC, et al".

We (the franchisor) did not file for reorganization, and these filings by our affiliated entities do not affect our operations in any way.

ITEM 5
INITIAL FEES

Initial Franchise Fee

The Initial Franchise Fee is $20,000. You must pay the Initial Franchise Fee in a lump sum when you sign the Franchise Agreement.

The Initial Franchise Fee is fully earned and nonrefundable.

Multi-Site Development Agreement

If you sign a Multi-Site Development Agreement, you pay us a Development Fee equal to the sum of the Initial Franchise Fee for the first Regus® Office to be developed, plus 50% of the initial franchise fee for each additional Regus® Office you agree to develop as follows:

Office	Initial Franchise Fee*	When Payable
All Offices on Development Schedule (Fees Due upon Execution of Development Agreement)	$20,000 Initial Franchise Fee; plus $10,000 x # of Offices	Upon signing this Agreement you must pay us (i) 100% of the Initial Franchise Fee for your first Office, and (ii) 50% of the Initial Franchise Fees for each additional Office you have agreed to develop.
Remaining Initial Franchise Fees	$10,000 per Office	The remaining 50% of the Initial Franchise Fee for each Office is due at the time the Franchise Agreement is signed, and the Franchise Agreement must be signed on or before the time that you sign a lease for the applicable site.

The Development Fee is due when you sign the Multi-Site Development Agreement. The Development Fee is fully earned and nonrefundable. All fees are non-refundable and fully earned by us even if you do not develop all of the REGUS® Offices you agreed to. The remaining 50% of the Initial Franchise Fee for each Office is due at the time the Franchise Agreement is signed, and the Franchise Agreement must be signed on or before the time that you sign a lease for the applicable site.

Referral Program

We currently pay a $5,000 referral fee to each existing franchisee who refers to us a new prospective franchisee (i) with whom we are not then in discussions; (ii) we have not previously contacted; and (iii) who later becomes a Regus franchisee in the United States. We generally pay the referral fee within 30 days after the prospective franchisee signs the Franchise Agreement and pays the Initial Franchise Fee. To be eligible for the referral program, you must be in good standing under the Franchise Agreement and/or Multi-Site Development Agreement. We may cancel, modify, amend, or terminate our referral program at any time.

ITEM 6
OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty Fee	6% of monthly Gross Revenue[3]	As deducted by us from Customer Fees[4]	This fee is deducted from the Customer Fees we collect on your behalf. We may modify this process at any time and require that you collect some or all of Customer Fees directly. We will then collect this fee from you in the manner we prescribe in our sole discretion.
Infrastructure Support Payment[2]	6% of monthly Gross Revenue[3]	As deducted by us from Customer Fees[4]	This payment is deducted from the Customer Fees we collect on your behalf. We may modify this process at any time and require that you collect some or all of Customer Fees directly. We will then collect this payment from you in the manner we prescribe in our sole discretion.

Type of Fee[1]	Amount	Due Date	Remarks
Marketing Fund Fee	2% of monthly Gross Revenue[3]	As deducted by us from Customer Fees[4]	This fee is deducted from the Customer Fees we collect on your behalf. We may modify this process at any time and require that you collect some or all of Customer Fees directly. We will then collect this fee from you in the manner we prescribe in our sole discretion.
Local Marketing[5]	0% to 2% of monthly Gross Revenue[3]	Must be spent monthly	This is the amount that you will be required to spend directly every month on local marketing (including direct mail, promotions and online and website listings). Initially you will pay 0% of Gross Revenue and we may increase this amount during the Term to a maximum of 2%. All marketing must be pre-approved by us.
Cooperative Advertising Programs[6]	The greater of: (i) the amount that we are currently requiring you to spend on local marketing; and (ii) such amounts as are determined from time to time by the Co-op, not to exceed two percent (2%) of monthly Gross Revenue.[3]	As incurred	If a cooperative of REGUS® Office franchise owners is established in a geographic area in which your Office is located you must join and actively participate in it. The Co-op contribution will be credited against the amount you are required to spend on local marketing.
Referral Commissions-Cross Marketing Fees	The cost of the commission our staff (or our affiliates' staff or another franchisee or its staff) receives for referring a customer to you.	As deducted by us from Customer Fees[4]	Our staff (or our affiliates' staff or another franchisee or its staff) may refer customers to you and we may pay them a commission for doing so. The commission is currently 8% of all amounts earned during the initial contract term, as modified from time to time in the System Standards Manual.

Type of Fee[1]	Amount	Due Date	Remarks
Broker Fees	The cost of any fee charged by a third-party broker for referring customers to you.	As deducted by us from Customer Fees[4]	Third-party brokers may refer customers to you and we may pay them a commission for doing so.
Additional Training[7]	Varies depending on the type of training needed or required. Currently the fee is $250 per person/day plus travel, living, incidental and other expenses.	Payable within 10 days of receipt of invoice	We may charge a training fee for each person receiving additional training (whether mandatory or at your request).
Conferences and Seminars[8]	$199 to $499, plus travel, lodging, meals, and incidental expenses incurred by all attendees.	Payable within 10 days of receipt of invoice	Your Sales Manager, Community Manager, Designated Operator and Community Assistant must, at your expense, attend certain conferences and seminars (including webinars). You must pay us our prescribed fees for these conferences and seminars (excluding webinars) regardless of whether your Sales Manager, Community Manager, Designated Operator and Community Assistant attend.
Transfer Fee	3% of the gross proceeds of sale received for your Regus® Office, plus debt and minus total cash	Prior to consummation of the transfer, subject to approval by us	We will calculate the total fee prior to transfer.
Customer Satisfaction and Quality Control Surveys	Approximately $10 to $25 depending on what the survey provider charges.	As incurred	We may institute various programs for auditing customer satisfaction and/or other quality control measures. You will be responsible for all costs and expenses associated with retaining the services of the provider retained to conduct the surveys.

Type of Fee[1]	Amount	Due Date	Remarks
Indemnification	Varies under circumstances	As incurred	You must reimburse us for, and pay for our counsel to defend us against, claims caused by or related to your operation of your REGUS® Office.
Costs and Attorneys' Fees	Varies depending on nature of your default	As incurred	Payable as provided in the Franchise Agreement or to us upon your default or breach of your Franchise Agreement.
Late Charges and Collection Costs	The lesser of 18% per annum or the maximum rate of interest allowed by law plus a late fee of $50 to cover our administration costs for each occurrence	Payable upon receipt of invoice	Only payable if you fail to make payments to us when due. Interest begins from the date payment was due.
Insufficient Fund Fee	$100 for each dishonored check, or insufficient funds notice, you tender to us	Payable upon receipt of invoice	Only payable if you send us a dishonored check or have insufficient funds in your bank account.
Non-Monetary Default Fee	$500 for the first default, $1,000 for the second default, and $1,500 for the third or any subsequent default in a 12-month period	Payable upon receipt of invoice	Only payable if you commit a non-monetary default.
Audit[10]	Our cost for an audit of your books and records	Payable upon receipt of invoice	Payment of the audit costs is triggered if you understate any amount in any report to us by 5% or more.

Type of Fee[1]	Amount	Due Date	Remarks
Insurance	Varies depending on coverage amounts and insurance carrier	As incurred	This is the amount payable to your insurance carrier for your premiums on insurance required by the Franchise Agreement. If you fail to obtain insurance you will pay us costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance.
Supplier Evaluation Fee[11]	Currently up to $1,000. Varies depending on extent of evaluation and the nature and characteristics of the product, service, vendor or supplier.	As incurred	If you want to propose a new supplier we may charge a fee for evaluating the alternative supplier.
Renewal Fee	15% of the then-current Initial Franchise Fee	Payable upon receipt of invoice	
On-site Assistance or Requested Assistance Fee	Varies depending on site location and/or the amount of assistance needed. Currently the fee is $250 per person/day plus travel, living, incidental and other expenses.	As incurred	If you request additional training or on-site assistance at your REGUS® Office, we can elect to charge a reasonable fee.

Type of Fee[1]	Amount	Due Date	Remarks
Development Commitment Extension Fee	$10,000	Payable upon receipt of invoice	If you breach the Development Schedule under the Multi-Site Development Agreement, we may grant you a one-time extension of up to three (3) months in our sole discretion, and if we do grant you an extension then you must pay to us a Development Commitment Extension Fee to compensate us for prospective fees and other amounts that would have been payable to us had you not breached the Development Schedule.

Explanatory Notes:

1. All amounts are uniformly imposed by, collected by and are payable to us unless otherwise noted. All fees are nonrefundable. All fees listed are due and payable for each REGUS® Office you agree to develop. You shall enter into an electronic funds transfer agreement with your bank in order to authorize us (or our nominee) to receive payment of any monies payable to us and to remit payment of any monies payable to you pursuant to your Franchise Agreement.

2. For the Infrastructure Support Payment you will receive information regarding our most recent standards, specifications and operating procedures and methods, including those for IT and telecoms; space planning brief; initial IT support and subsequent remote helpdesk support; quarterly performance and continuing advice; access to project management methodology; remote regional property development advice; guidance in areas such as management, finance, promotion and methods of operation; customer contracting services; collection and management of Customer Deposits; invoicing to your customers; and collection of Customer Fees. We reserve the right to modify the invoicing and collection process at any time to require that you invoice Customers directly and collect all fees.

3. "**Gross Revenue**" means all received and accrued revenue, including cash, cash equivalents, and credit derived directly or indirectly from all business conducted with the use of the Marks or System or upon, from, or with, your Regus® Office, whether evidenced by check, cash, credit, charge, exchange, or otherwise (including proceeds of any business interruption insurance policies) and whether for services or products provided or to be provided and whether such services or products are permitted or not permitted under your Franchise Agreement. Gross Revenue includes the fair market value of any goods or services received, directly or indirectly, by you, if consideration other than cash is received. Gross Revenue excludes (a) sales and similar taxes that, by law, are chargeable to customers (if you separately state and charge these taxes to the customer, the customer pays these taxes, and you pay the appropriate taxing authority) and (b) any documented refund you give to customers in good faith. You may not offset Gross Revenue by any other expense. For the avoidance of doubt, Gross Revenue includes all income received by your Regus® Office from the sale of workstations and meeting rooms and any additional business services (including virtual office services) provided by or at your Office, as well as any commission that you receive related to your Office, the Marks or the System. Notwithstanding the foregoing, at any time (and only at such times) that we are controlling the collection of payments from your

customers and distributing it to you then Gross Revenue will exclude accrued revenue that you have not yet received. All sums and other Gross Revenue from your customers is to be paid directly to us (or our nominee). If you receive any sums or other types of Gross Revenue directly from Customers or other third parties you shall immediately remit such sums in full with no deduction or set-off to us (or our nominee). Each month we will calculate the amount payable to you in respect of the Gross Revenue actually received by us (or our nominee) in that month, and shall pay you by electronic bank transfer (or such other means as we agreed from time to time) the balance of such Gross Revenue within thirty (30) days after the end of that month, after making deductions for the Royalty Fee, the Marketing Fund Fee, any Referral Commission-Cross Marketing Fee and/or brokerage referral fee, any other sum owning to us from you or your affiliates and any taxes, duties and other fees applied to or otherwise levied on the Gross Revenue. You must use your best efforts to promptly collect any amounts that have been invoiced to your customers but remain unpaid at your sole cost and expense. We reserve the right to modify the collection process at any time to require that you invoice customers directly and collect some or all fees directly from your customers and remit payment to us in the manner we prescribe.

If a Substantial Breach occurs, we may increase the payment by 2% of Gross Revenues as long as the Substantial Breach remains unremedied.

4. "**Customer Fees**" means all fees and sums charged by you to your customers in exchange for you providing them with services at your Regus® Office, including any taxes and additional charges, fees or interest charged to Customers (for instance, for delayed or late payment). All Customer Fees are to be paid directly to us (or our nominee). If you receive any Customer Fees or other sums directly from Customers or other third parties you shall immediately remit such sums in full with no deduction or set-off to us (or our nominee). Each month we will calculate the amount payable to you in respect of the Customer Fees actually received by us (or our nominee) in that month, and shall pay you by electronic bank transfer (or such other means as we agreed from time to time) the balance of such Customer Fees within thirty (30) days after the end of that month, after making deductions for the Royalty Fee, the Marketing Fund Fee, any Referral Commission and/or brokerage referral fee, any other sum owning to us from you or your affiliates and any taxes, duties and other fees applied to or otherwise levied on the Customer Fees. You are solely responsible for collecting any Customer Fees that have been invoiced but remain unpaid at your sole cost and expense. We reserve the right to modify the collection process at any time to require that you invoice customers directly and collect some or all fees directly from Customers and remit payment to us in the manner we prescribe.

5. You must spend between 0% and 2% of your monthly Gross Revenue for approved local advertising, promotion and marketing. Initially you will pay 0% of Gross Revenue and we may increase this amount during the Term to a maximum of 2%. This fee is in addition to the Marketing Fund Fee. You must keep detailed records illustrating these payments and the manner in which the money is utilized to pay for local marketing. You must provide these records to us. If you fail to make the required minimum expenditures for local advertising and promotion, we may, at our option, require you to: (i) contribute the deficient amount to the Marketing Fund; or (ii) reimburse us for amounts that we spend on your behalf to satisfy your local advertising obligation, plus your related expenses. Notwithstanding the foregoing, if your Office participates in a Co-op, as described in note 5 below, any amount you contribute to the Co-op will count toward the marketing specific to your Office portion of your local marketing requirement. You shall submit to us, within thirty (30) days of our request, advertising expenditure reports accurately reflecting your local marketing expenditures, including verification copies of all marketing and any other information that we require.

6. If a cooperative of REGUS® Office franchise owners is established in a geographic area in which your Office is located (the "**Co-op**"), you must join and actively participate in it. You must contribute to the Co-op the greater of: (i) the amount that we are currently requiring you to spend on local marketing; and (ii) such amounts as are determined from time to time by the Co-op, not to exceed two percent (2%) of monthly Gross Revenue. The Co-op will adopt its own rules, regulations and procedures, which you must follow. However, the rules, regulations and procedures of the Co-op and any related agreements, as well as any changes or additions to them, are subject to our approval. All advertising utilized by the Co-op must not be used unless and until we have reviewed and approved it. We also have the right to participate in any meetings of the Co-op and its members. Your failure to timely contribute the amounts required by the Co-op constitutes a material breach of the provisions of your Franchise Agreement and we may offset against any amounts we owe to you the amount of your Co-op contributions and pay such contributions for you. The Co-op contribution will be credited against the amount you are required to spend on local marketing as described in note 4 above. REGUS® Offices owned by us or our affiliates are not required participate in or contribute to Co-ops.

7. You may request or we may require you to attend mandatory additional and/or refresher training programs.

8. You and your Sales Manager, Community Manager, Designated Operator and Community Associate will be required to attend national and regional conferences and seminars (including webinars) as we deem necessary to update you on System Standards and/or improve the operation of your REGUS® Office(s). We may charge an attendance fee for each person attending conferences and seminars (but excluding webinars) and you will be responsible for all travel, living, incidental and other expenses incurred in connection with such attendance. We estimate the attendance fee will range from $199 to $499.

9. Every 12 months we may conduct a comprehensive quality assurance inspection of your REGUS® Office. There is no fee charged for this inspection but you must pay any out-of-pocket expenses we incur when conducting your annual inspection, including, but not limited to travel, lodging, meals, and incidental expenses of each of our representatives visiting your Office.

10. If our inspection or audit is made necessary by your failure to furnish reports, supporting records or other information we require, or to furnish such items on a timely basis, or if the information is not accurate (i.e., your Gross Revenue is understated by 5% or more, Royalties are underpaid by 5% or more), you agree to reimburse us for the cost of such inspection or audit, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board and compensation of our employees. We estimate current audit costs at $1,000 per day, plus wages, meals, lodging and travel expenses. You also must immediately pay us any shortfall in the amounts you owe us, including late fees and interest. The foregoing remedies are in addition to our other remedies and rights under the Franchise Agreement and applicable law.

11. We may charge a reasonable fee for inspection and testing if you ask us to evaluate a proposed supplier.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure [1]	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is Made
Fees to RGN-USF:					
Initial Franchisee [2]	$20,000	$20,000	Lump sum	Upon execution of the Franchise Agreement	Us
Total Fees to RGN-USF	**$20 000**	**$20,000**			
Build Out Costs:					
Signage [3]	$16,000	$35,000	Lump sum	As arranged	Approved suppliers
Office Equipment, Supplies & Misc. [4]	$5,000	$8,000	Lump sum	As arranged	Approved suppliers
Hardware and Software [5]	$45,000	$52,500	Lump sum	As arranged	Approved suppliers
Lease Payments – 3 Months [6]	$50,000	$215,000	As incurred	As arranged	Third parties
Real Estate and Improvements [7]	$416,000	$835,000	As incurred	As incurred	Third parties
Furniture, Fixtures and Equipment [8]	$325,000	$645,000	As incurred	As incurred	Third parties
Total Build-Out Costs	**$807,000**	**$1,575,500**			
Preliminary Operating Expenses:					
Insurance [9]	$2,000	$6,000	Lump sum	Before commencing business	Third parties
Utility Deposits - Telephone, Internet, Other Technology [10]	$2,000	$3,000	As incurred	As incurred	Third parties

Type of Expenditure [1]	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is Made
Business Licenses & Permits [11]	$500	$3,000	As incurred	As incurred	Third parties
Professional Fees [12]	$3,000	$10,000	As arranged	As arranged	Third parties
Grand Opening Advertising [13]	$5,000	$10,000	As incurred	The period between 90 days before and 90 days after your office opens as determined by us	Approved suppliers
Additional Funds/Working Capital [14]	$50,000	$75,000	As incurred	As incurred	Third parties
Total Preliminary Operating Expenses	**$62,500**	**$107,000**			
Total estimated initial investment for single Regus® Office Franchise Agreement (excluding real estate leasing or acquisition costs) [15, 16, 17]	**$939,500**	**$1,917,500**			

Explanatory Notes:

1. All expenditures that are paid to us are not refundable. Unless specifically agreed to by third-party suppliers to whom you make payments, all expenditures with third parties are not refundable.

2. Your Initial Franchise Fee is not refundable and is fully earned upon execution of the Franchise Agreement. You must pay the Initial Franchise Fee in a lump sum when you sign the Franchise Agreement for each REGUS® Office you agree to develop.

3. Signage costs depend, in part, on the size and location of your REGUS® Office and the particular requirements of your landlord and local ordinances and zoning requirements.

4. The estimates in the chart represent the estimated cost of purchasing necessary equipment and first 3 months of operating your REGUS® Office. The total cost of equipment will vary depending on numerous factors, including the physical size of your REGUS® Office and whether you purchase from our recommended sources or from others. These figures do not take into consideration office supplies (including printed materials, promotional materials and equipment) needed for the equipment leasing alternatives or shipping expenses.

5. You will be provided minimum current specifications for all required hardware and software in the System Manuals. Additional hardware and software may be required in the future as determined by us at your expense.

6. This estimate assumes an average rental cost per square foot of $20 to $43, and an average REGUS® Office size of 10,000 to 20,000 square feet, based on our affiliates' experience. This figure may vary significantly depending upon market conditions and the geographic region of your REGUS® Office. Many franchisees choose to purchase the real property for their REGUS® Office. Costs related to purchasing your real property, including down payments, closing costs, interest rates, and similar costs and factors, will vary widely depending upon market conditions, geographic region, and negotiations between the buyer and seller. For that reason, this Item 7 only provides an estimate of lease expenses and not expenses related to purchasing real property.

7. We anticipate that you typically will operate your REGUS® Office from leased commercial space consisting of 10,000 to 20,000 square feet, but it may be larger or smaller depending on the site you choose. The Offices operated by our affiliates range in size from approximately 6,458 to 64,583 square feet with the average size being 18,238 square feet. Your REGUS® Office may occupy a single floor, a number of floors, parts of a building or an entire building. The actual costs of leasehold improvements will vary, depending on various factors including the condition of the site you choose, the cost of architectural drawings, the local cost of contractors and the geographic location of the Office. The low amount for our estimate of leasehold improvement costs is based on commercial space of 10,000 square feet, and the high amount is based on commercial space of 20,000 square feet; those square footage numbers are then multiplied by $26.87, which is based on an estimated leasehold improvement cost of $76.20 per square foot, minus an estimated tenant improvement allowance of $49.33 per square foot; the latter two estimates being based on our affiliates' experience. Any tenant improvement allowance that you receive from your landlord will likely be amortized over all or part of the term of your lease and included in your monthly rent payments. At your discretion, you may incur long-term financing to cover leasehold or other expenses and cash outlays. We do not provide any of this financing. Your landlord may not require rent payments during the first 6 to 12 months of your lease, and any such period of "free rent" may increase your rental payments in subsequent periods. Your actual rent, including any security deposit, will vary according to the size and class of the space, geographic location and local market conditions. Security deposits or other security requirements generally range from 8 to 24 months' rent, but may be longer or shorter than that depending on your creditworthiness and varying market factors. You should consult a real estate professional in your geographic area before purchasing or leasing a site to operate your Office.

8. The low amount for our estimate of furniture, fixtures and equipment ("FF&E") costs is based on commercial space of 10,000 square feet and FF&E costs of $11.28 per square foot, and the high

amount is based on commercial space of 20,000 square feet and FF&E costs of $11.28 per square foot. These estimates are based on our affiliates' experience.

9. This is an estimated down payment against your annual premiums to acquire the insurance listed in the Franchise Agreement and System Standards Manual. We may, periodically, specify and change the types and amounts of coverage required. A company with an A.M. Best rating of A or higher must underwrite all insurance policies.

10. The low estimated cost in the chart represents utility deposits and the cost of the 1st month of technology equipment leasing. The high estimated cost assumes utility deposits and the purchase and installation of required communications equipment, including telephone system and cabling. This estimate includes, but is not limited to, items such as electric, gas, television monitors, routers, network switches, speakers, CCTV cameras, WiFi access points and shelving for IT equipment.

11. You can obtain information from your local, county and state authorities (as well as your legal counsel) regarding the required licenses and related types of expenses in your local area. This expense may be higher in metropolitan areas.

12. This is only an estimate and includes such things as a review of this disclosure document, your Franchise Agreement and setting up your books and records. This amount will depend upon the fees charged by the professionals you select.

13. You must conduct grand opening advertising that we specify during the period before and following the opening of your REGUS® Office. Such advertising and promotion will utilize the marketing and public relations programs and media and advertising materials we have developed or approved.

14. Working capital is an estimate of the funds needed to cover the operational expenses incurred during the first three months of operation (please note this estimate is exclusive of all costs listed elsewhere in this Item 7). We have relied upon the experience of our parent company and/or its affiliates, who have operated similar outlets since 2004, to estimate the additional funds needed for working capital. We estimate that the amount given should be sufficient to cover ongoing expenses for the first three months of the business.

15. We have relied on our parents' and affiliates', experience owning and operating REGUS® Offices internationally and within the United States. This is only an estimate of your initial investment and is based on our estimate of prevailing nationwide costs and market conditions as of the date of this disclosure document. You should review these figures carefully with a business advisor before making any decision to purchase a franchise.

16. We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations.:

Total Estimate Under a Multi-Site Development Agreement

2 Locations Using Low End of Range		**5 Locations Using High End of Range**	
Fees to RGN-USF:		**Fees to RGN-USF:**	
Development Fee	$30,000	Development Fee	$60,000
Balance of Franchise Fees	$10,000	Balance of Franchise Fees	$40,000
Total Fees to RGN-USF:	**$40,000**	**Total Fees to RGN-USF:**	**$100,000**
Build-Out Costs:		**Build-Out Costs:**	
Signage x2	$10,000	Signage x5	$87,500
Office Equipment x2	$10,000	Office Equipment x5	$40,000

Hardware and Software x2	$90,000	Hardware and Software x5	$310,000
Lease Payments – 3 Months x2	$100,000	Lease Payments – 3 Months x2	$430,000
Real Estate Improvements x2	$537,400	Real Estate Improvements x5	$2,687,000
Furniture, Fixtures and Equipment x2	$225,600	Furniture, Fixtures and Equipment x5	$1,128,000
Total Build-Out Costs:	**$973,000**	**Total Build-Out Costs:**	**$4,635,000**
Preliminary Operating Expenses:		**Preliminary Operating Expenses:**	
Insurance x2	$4,000	Insurance x5	$30,000
Utilities x2	$4,000	Utilities x5	$15,000
Business Licenses/Permits x2	$1,000	Business Licenses/Permits x5	$15,000
Professional Fees x2	$6,000	Professional Fees x5	$50,000
Grand Opening Advertising x2	$10,000	Grand Opening Advertising x5	$50,000
Additional Funds x2	$100,000	Additional Funds x5	$375,000
Total Preliminary Operating Expenses:	**$105,000**	**Total Preliminary Operating Expenses:**	**$535,000**
Total	**$1,118,000**		**$5,270,000**

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Purchases from Approved or Designated Suppliers

You must operate your Regus® Office according to our standards and specifications as we may establish from time to time in our confidential System Standards Manual or otherwise by written communication from us. You must use a real estate search consultant or broker that we have approved in advance to assist you in your real estate search, and we may receive a free from such consultant or broker paid to us directly or by your landlord (if this fee is paid to you for any reason then you must pay that fee to us). You must use in the operation of your Office, and in the offer and sale of the services and products we approve, only those techniques, procedures, and supplies we specify. You must offer all, and only such, products and services as we approve from time to time. All products and items must conform to those standards and specifications we may periodically establish. You must obtain our written approval before making any changes to your Regus® Office and before modifications to or replacements of equipment, products, signs or other items. We may change any of our requirements periodically. We will notify you of any changes to the standards or the System Standards Manual.

All goods, services, supplies, furniture, fixtures, equipment, inventory, and computer hardware and software used at your Office must be purchased from suppliers we designate or approve. Requirements and specifications for products and other items and lists of approved suppliers may be listed in the System Standards Manual (the "System Standards Manual"). By written notice to you and/or through changes in

the System Standards Manual, we may revise our requirements and specifications, add or delete approved suppliers, terminate existing purchase arrangements and suppliers and/or enter into new purchase arrangements with additional suppliers.

You must maintain at all times, the ability to receive and transmit communications from and to us over the Internet. You will be required to provide us independent access to the information and data in your computer systems via a broadband Internet connection. We reserve the right to require franchisees, at their expense, to install and maintain additional hardware and software, including software that will interface with our computer system over the Internet.

To ensure full operational efficiency and communication capability between our computers and yours, you must at all times, at your own expense, keep your computer system in good repair and purchase certain annual maintenance and service contracts from the manufacturer of the hardware or the licensor of the software. You must upgrade/update your software programs, as required by us or as otherwise needed.

To maintain the integrity of the Marks, we require that all apparel, signs, forms, labels and similar materials used in the operation of your REGUS® Office be purchased from us, any of our affiliates, or our designated suppliers.

We or our affiliates are approved suppliers of Titan software for inventory management and billing. Otherwise, neither we, nor any of our affiliates, are currently approved suppliers.

None of our officers own an interest in an approved supplier, but retain the right to do so in the future.

Supplier Approval

If you desire to purchase any item not authorized by us or to purchase items from a supplier not expressly approved by us in writing, you must first submit all information we may request, including specifications and samples, to enable us to determine whether the item complies with our standards and whether the supplier meets our approved supplier criteria. Approval of a supplier may be conditioned, among other things, on requirements for product quality, price, cost, frequency of delivery, standards of service, brand recognition and concentration of purchases and may be temporary, pending our evaluation of the supplier. We will, within 90 days, notify you of our decision in writing (if approval is not received within 90 days, this constitutes a rejection by us). We periodically establish procedures for submitting requests for approval of items and suppliers and may impose limits on the number of approved items and suppliers. Our criteria for suppliers of specific products are available upon your written request. We may revoke our approval of a supplier at any time in our sole discretion. We may charge a fee of up to $1,000 for evaluating alternative suppliers in an amount we determine from time to time and may vary depending on the nature and characteristics of the products, services, supplies, vendor or supplier and extent of the evaluation we do.

Purchasing or Distribution Cooperatives

We do not currently have any purchasing or distribution cooperatives. We may attempt to negotiate discounted prices and favorable terms from suppliers for your benefit. We may also negotiate with various vendors to obtain for all of our franchisees and us and our affiliates various advertising related discounts and/or cooperative advertising programs. If we negotiate these programs, you will have the right to participate in the programs, but will not be obligated to do so, unless we make it a requirement. These optional advertising programs in no way affect your obligations to use only approved suppliers and all required suppliers.

Revenue Derived from Franchisee Purchases

We and our affiliates may derive revenue from your required purchases in connection with the operation of your Regus® Office. As of our fiscal year ended December 31, 2021, neither we nor our affiliate received any revenue from required purchases or leases by franchisees, but we retain the right to do so in the future.

Estimated Proportion of Required Purchases and Leases

The purchase of products from approved sources will represent approximately 75% of your overall product purchases in opening your Regus® Office and 75% of your overall product purchases in operating the franchise.

No Material Benefits

We do not provide material benefits to franchisees (for example, renewal or granting additional franchises) based on purchases of particular products or services or use of particular suppliers, but you must use only suppliers we approve.

Insurance

You must obtain and maintain insurance coverage with the minimum limits that we specify. We currently require you to carry general liability insurance with minimum policy limits of $1,000,000 per occurrence and $2,000,000 in the aggregate, providing coverage of at least $1,000,000 for advertising, personal or product injury liability, and $300,000 for fire damage and legal liability. You also must maintain "All Risks" property damage insurance, including earthquake and flood insurance; insurance coverage for building and leasehold property according to applicable lease terms; insurance coverage for personal property, office contents, fixtures, fittings at replacement value; insurance coverage for improvement and betterments at replacement value or reinstatement cost (as required by applicable lease requirements); cyber liability insurance; and business interruption insurance in an amount equal to two times estimated annual Gross Revenue. You also must maintain a blanket employee dishonesty policy with minimum policy limits of $25,000; coverage for money and securities on and off premises with minimum policy limits of $2,500; and ERISA Fidelity coverage, where appropriate. If you own or lease a vehicle, you must maintain automobile liability insurance with minimum policy limits of $1,000,000 combined single limit per occurrence, $5,000 medical expense, and $1,000,000 hired and nonowned vehicle liability; UM and UIM coverage as required by the state in which the Office is operated; and property damage insurance as required by automobile lessors or lenders. You also must maintain workers' compensation insurance as required by the state in which the Office is operated; an employer's liability policy with a minimum limit of $1,000,000 that includes coverage for "joint employer," "agency" and "ostensible agency" liability; and an umbrella policy with a minimum limit of $1,000,000. You must maintain "Builder's Risk" insurance in connection with any construction, renovation, refurbishment or remodeling of Office location. These figures represent mandatory minimum limits of coverage. There is no assurance that these limits will provide adequate protection against loss. All insurers must meet with our approval, including, but not limited to, meeting our required minimum ratings of having a company with an A.M. Best rating of A or better underwrite all of your insurance policies. You must name us and any affiliates we designate as additional named insureds and provide for 30 days' prior written notice to us of a policy's material modification, cancellation or expiration. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverages (including reasonable excess liability insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
(a) Site selection and acquisition/Lease	Franchise Agreement (FA) Sections 3 and 6	Items 1, 7, 11 and 12

(b) Pre-Opening purchases/leases	FA Sections 3, 6 and 9	Items 5, 7 and 8
(c) Site development and other pre-opening requirements	FA Sections 6 and 9	Items 7, 8 and 11
(d) Initial and ongoing training	FA Sections 4, 5 and 9	Items 6 and 11
(e) Opening	FA Sections 6 and 9	Items 5 and 11
(f) Fees	FA Sections 5, 6, 9, 10 and 11;	Items 5, 6, and 7
(g) Compliance with standards and policies/System Standards Manual	FA Sections 6, 7 and 9;	Items 11 and 16
(h) Trademarks and proprietary information	FA Sections 3, 8, 9 and Schedule 2 Multi-Unit Development Agreement ("**MSDA**") Sections 3, 4 and 5	Items 13 and 14
(i) Restrictions on products/services offered	FA Sections 7, 9 and Schedule 3	Items 8, 11 and 16
(j) Warranty and Customer Service requirements	FA Section 9;	Item 16
(k) Territorial development and sales quotas	FA Section 6; MSDA Section 3	Item 6
(l) Ongoing product/service purchases	FA Sections 7 and 9 and Schedule 3	Items 8 and 11
(m) Maintenance, appearance and remodeling requirements	FA Sections 7 and 9;	Items 6 and 11
(n) Insurance	FA Section 9	Items 6 and 8
(o) Advertising	FA Sections 3, 5, 9 and 10;	Items 6, 7 and 11
(p) Indemnification	FA Sections 5.2.11, 9.1.16 and 20; MSDA Section 8	Item 6
(q) Owner's participation / management / staffing	FA Sections 5 and 9	Items 9, 11 and 15
(r) Records and reports	FA Sections 9, 12 and 13;	Item 6
(s) Inspections and audits	FA Sections 3, 6, 7, 9, 10, 12 and 13	Item 6
(t) Transfer	FA Sections 14 and Schedule 9; MSDA Section 6	Items 6 and 17
(u) Renewal	FA Section 3	Items 6 and 17
(v) Post-termination obligations	FA Section 15	Item 17
(w) Non-competition covenants	FA Section 15 and Schedule 11	Item 17
(x) Dispute resolution	FA Section 22; MSDA Section 10	Item 17
(y) Other: Guarantee of franchisee obligations (note 1)	FA Section 17 and Schedule 6	Item 22

The shareholders, partners, members or beneficial owners of the equity interests of a corporate, partnership, limited liability company or other entity franchisee are obligated to guarantee all of the obligations of franchisee under the Franchise Agreement. Each of these persons will be required to sign a Guarantee in the form of Schedule 6 attached to the Franchise Agreement (Exhibit B to this disclosure document).

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Before you open your Office, we will (Franchise Agreement, Section 4):

1. Designate your Development Area, if applicable, (Multi-Site Development Agreement, Section 3.1 and Exhibit "A").
2. Grant you the right to use the Marks as set out in Schedule 2 of the Franchise Agreement;
3. Provide you with access to our System Standards Manual, which may be in print versions, electronically or a combination of the two;
4. Furnish you with mandatory and suggested specifications and layouts for a REGUS® Office, including requirements for dimensions, design, color scheme, image, interior layout, decor, and Designated Equipment which include fixtures, equipment, signs, furnishings, and color scheme;
5. Incorporate your Regus® Office into the booking portal (accessible to customers via the Regus® Website), which, among other things, allows us to provide pre- and post-opening marketing support to you;
6. Provide you with access to the Regus® Technology (defined below) to assist you to establish and operate your Regus® Office;
7. In accordance with an agreed timetable, provide such Initial Training and support as we deem necessary for your Designated Operator, Sales Manager, Community Manager and Community Assistant via our online training portal (currently called "FUSE", and as may be amended by us from time to time) and by providing Initial Training at our chosen Regus® premises agreed in advance;
8. Provide such training and support as we deem necessary for your key finance employee on the use of our finance system (currently called "Titan", and as may be amended by us from time to time) and its report functions; and
9. Provide access to the Regus® fit-out supply chain.

During the operation of your Office, we will (Franchise Agreement, Section 5):

1. Provide you with information regarding our most recent standards, specifications and operating procedures and methods;
2. Provide you with sign specifications, including those for IT and telecoms, for new Regus® Offices when they are updated;
3. Provide you with the latest space planning brief for new Regus® Offices via the System Standards Manual;
4. Provide initial IT support (for Office systems) and subsequent remote helpdesk support to Regus®' system at the standard Regus® internal cost in accordance with the IT&T design guidelines set out in the System Standards Manual;
5. Schedule quarterly performance advice calls with a Regus® Office Manager to you to give you such reasonable continuing advice as we consider necessary to assist you to open and run your Regus® Office;

6. Provide you with access to (and you hereby agree to use) our NCO project management methodology;

7. Provide on-going remote regional property development advice for new Regus® Offices;

8. Provide you with support, know-how and guidance in areas such as management, finance, promotion and methods of operation (including use of the Regus® Technology) to be employed in your Regus® Office;

9. Assist you with entering into contracts with your Customers for the supply of Services by you to such Customers, on such terms as we shall in our discretion consider to be appropriate. You must use standard terms and conditions that we publish and modify from time to time. We reserve the right to require that certain Customers or all Customers enter into contracts directly with us, including National Accounts as described in Item 12;

10. Collect, hold and disburse any and all service retainer and/or security deposits ("Customer Deposits") collected from your Customers under their Services Agreements. We reserve the right to modify the collection, retention and disbursement process at any time to require that you perform these functions and remit payment to us in the manner we prescribe;

11. Collect any Customer Fees that have been invoiced to a Customer but remain unpaid past the due date together with any late charges, fees or interest that may apply. Note however, this may become your responsibility. Under your Franchise Agreement, we reserve the right to modify the collection process at any time to require that you collect some or all fees directly from Customers and remit payment to us in the manner we prescribe;

12. Generate and provide invoices to your Customers for the Customer Fees in respect of the Services provided by you to them using information which your employees are required to input into the Regus® Technology. Note however, this may become your responsibility. Under your Franchise Agreement, we reserve the right to modify the invoice process at any time to require that you invoice Customers directly;

13. Provide your staff with such further ongoing training in the System and support as we deem reasonably necessary and appropriate;

14. Provide you with the Franchised Services as described in Schedule 3 of the Franchise Agreement;

15. We will assist you with setting up your REGUS® Office by providing you with the following set-up consulting services in accordance with an agreed set-up plan for your Office:

    - Advice on Site selection;
    - Materials for the lease negotiations;
    - Fit-out project management oversight support and assistance to establish an operational REGUS® Office;
    - Assistance with the space plan layout of your REGUS® Office;
    - Assistance with the design of your REGUS® Office, including design specifications; and
    - Support and advice on the bidding process.

16. Establish and administer a Marketing Fund.

System Standards Manual

We will grant you access to our System Standards Manual, consisting of such materials (including, as applicable, audiotapes, videotapes, magnetic media, computer software and written materials) that we generally furnish to franchisees from time to time for use in operating a REGUS® Office (Franchise

Agreement, Sections 4, 5 and 10). We may do so with print versions or electronically only. At our option, we may post some or all of the System Standards Manual and/or other documentation and communication of standards, policies and procedures, on a restricted Website or extranet to which you will have access. The System Standards Manual contains mandatory and suggested specifications, standards, operating procedures and rules that we prescribe from time to time for the operation of a REGUS® Office and information relating to your other obligations under the Franchise Agreement and related agreements. We, or our designee, will periodically notify you electronically about updates, changes, or deletions to the content posted on the restricted Website or extranet. We may also notify you of any changes to the System Standards Manual in newsletters or notices we distribute. Any such additions, deletions or changes will take precedence over all prior communications.

See Exhibit H to this disclosure document for the Table of Contents to our System Standards Manual.

Site Selection

We do not own and then lease to franchisees the premises that Regus® Offices are operated from, but you may need to sublease a premises from us or our affiliate. If you have not done so prior to signing your Franchise Agreement, you (with or without our assistance) must, within 90 days of signing your Franchise Agreement, locate a site that we (in our reasonable discretion) have accepted, and if you fail to do so then we may terminate your Franchise Agreement. The site you select for your REGUS® Office must meet our criteria for demographic characteristics, parking, competition from and proximity to other businesses and other REGUS® Offices, the nature of other businesses in proximity to your REGUS® Office and other commercial characteristics and the size, appearance and other physical characteristics of the proposed site. Our criteria, and our evaluation of them, may vary periodically and from location to location. You must send us a complete report on the proposed site (containing the demographic, commercial and other information, photographs and video recordings that we may reasonably require, including, but not limited to the proposed lease or purchase agreement and any loan documentation). We may accept or reject all proposed sites in our commercially reasonable judgment. We will accept or reject a site you propose for an Office within 30 days after we receive from you a complete site report and any other materials we request. Your Premises is deemed rejected if we fail to issue our written acceptance within the 30-day period. (Franchise Agreement, Section 6) If we cannot agree on a site for your REGUS® Office, we may terminate your Franchise Agreement.

We, or our designees, may, at any time and from time to time (but in no way limited or affecting your responsibility for developing the Office) provide certain support and assistance in the development and start-up of your Office. (Franchise Agreement, Section 5).

If you sign a Multi-Site Development Agreement we may inform you if we become aware of a suitable site for the establishment of a REGUS® Office within your Development Area. We will approve sites for future/additional units under our then-current criteria.

Typical Length of Time Before Operation

The typical length of time between the signing of the Franchise Agreement and the opening of an Office depends, in part, on the specific location of the Office, but is generally 6 to 12 months. Factors affecting this length of time usually include obtaining a satisfactory site, build-out complexity, permits, financing arrangements, completing training, local ordinance compliance questions and delivery/installation of equipment, materials, products and signs. You are expected to begin operations within 12 months of the signing of the Franchise Agreement. (Franchise Agreement, Section 6).

If you breach the Development Schedule under the Multi-Site Development Agreement, we may grant you a one-time extension of up to three (3) months in our sole discretion, and if we do grant you an extension then you must pay to us a Development Commitment Extension Fee of $10,000 to compensate us for prospective fees and other amounts that would have been payable to us had you not breached the Development Schedule. (Development Agreement, Section 3.5).

Advertising and Promotion

Marketing Fund

We have established or will establish a Marketing Fund for such advertising, marketing and public relations programs and materials on a system-wide basis that we deem necessary or appropriate in our sole discretion, and franchisees will be required to participate. You must contribute 2% of your monthly Gross Revenue to the Marketing Fund. We reserve the right to defer or reduce contributions of a REGUS® Office franchisee and, upon 30 days' prior written notice to you, to reduce or suspend contributions to and operations of the Marketing Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the Marketing Fund. If the Marketing Fund is terminated, all unspent monies on the date of termination will be distributed to our franchisees in proportion to their respective contributions to the Marketing Fund during the preceding 12 calendar months. REGUS® Offices owned by us or our affiliates are not required contribute to the Marketing Fund. (Franchise Agreement, Section 5.3)

We direct all programs financed by the Marketing Fund, with sole control over the creative concepts, materials and endorsements, and the geographic, market and media placement and allocation. The Marketing Fund may be used to pay the costs of preparing and producing video, audio and written and digital advertising materials; developing, enhancing and maintaining an electronic commerce and online ordering web presence, including for online ordering; administering system-wide regional and multi-regional advertising programs, including, without limitation, purchasing direct mail, internet, social media and other media advertising and employing advertising, promotion and marketing agencies; marketing and advertising training programs and materials; and supporting public relations, market research and other advertising, promotion and marketing activities. We maintain ownership of all market research, designs, copyrights, and other data, materials and property financed through the Marketing Fund. The Marketing Fund periodically will furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies and individual requests of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges. (Franchise Agreement, Section 5.3)

The Marketing Fund will not be our asset. Although the Marketing Fund is not a trust, we will hold all Marketing Fund Fees for the benefit of the contributors and use Marketing Fund Fees only for the purposes described in this disclosure document. We do not owe any fiduciary obligation to you for administering the Marketing Fund or for any other reason. The Marketing Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead, including rent and utilities, as we may incur in activities related to the administration of the Marketing Fund and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the Marketing Fund. No money will be spent by the Marketing Fund to primarily solicit new franchisees. Some media placement may advertise that franchises are available to be purchased, but it will be done in conjunction with the program of the REGUS® brand. We may spend, on behalf of the Marketing Fund, in any fiscal year an amount greater or less than the aggregate contribution of all REGUS® Offices to the Marketing Fund in that year. The Marketing Fund may borrow from us or others to cover deficits or invest any surplus for future use. If we lend money to the Marketing Fund, we may charge interest at an annual rate 1% greater than the rates we pay our lenders. We have the right to cause the Marketing Fund to be incorporated or operated through a separate entity at such time as we deem appropriate, and such successor entity will have all of the rights and duties specified in your Agreement. (Franchise Agreement, Section 5.3)

The Marketing Fund is not audited.

The Marketing Fund is intended to maximize recognition of the Marks and patronage of REGUS® Offices. Although we will endeavor to utilize the Marketing Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all REGUS® Offices, we undertake no obligation to

ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Marketing Fund by REGUS® Offices operating in that geographic area or that any REGUS® Office will benefit directly or in proportion to its contribution to the Marketing Fund from the development of advertising and marketing materials or the placement of advertising. (Franchise Agreement, Section 5.3)

We have the right to collect for deposit into the Marketing Fund any advertising, marketing or similar allowances paid to us by suppliers who deal with REGUS® Offices and with whom we have agreed that we will so deposit these allowances. These payments are different from those which are not designated by suppliers to be used exclusively for advertising or similar purposes and which we and our affiliates, therefore, may use for any purposes we and they deem appropriate. We have the right, but no obligation, to use collection agents and institute legal proceedings to collect Marketing Fund Fees at the Marketing Fund's expense. We also may forgive, waive, settle and compromise all claims by or against the Marketing Fund. Except as expressly provided in this disclosure document, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing or administering the Marketing Fund. We will prepare a summary of accounts and furnish it to you upon written request. We will not provide you with more than one (1) copy of such summary of accounts in any calendar year. (Franchise Agreement, Section 5.3)

As of the issuance date of this disclosure document we have not yet collected any Marketing Fund Fees from franchisees.

Local Marketing, Advertising and Promotion

Your marketing and advertising must be in good taste and conform to ethical and legal standards and our requirements. Samples of all advertising and promotional materials for any media, including the internet, World Wide Web or otherwise, must be submitted to us for our review and approval prior to use, which approval we can give subject to conditions or withhold in our discretion. If you do not receive written disapproval within thirty (30) days after our receipt of such materials, they will be deemed rejected. You must not use any advertising or promotional materials that we have disapproved, whether or not you have already printed or developed them. You agree not to use any materials or programs that we reject at any time and you must use all materials and programs designated by us as mandatory. (Franchise Agreement, Section 9.1.18)

Internet and Social Media

You may not establish a presence on, or market using, the Internet in connection with your REGUS® Office without our prior written consent. We have the right to control or designate the manner of your use of all URLs, domain names, website addresses, metatags, links, key words, e-mail addresses and any other means of electronic identification or origin ("**e-names**"). We also have the right to designate, approve, control or limit all aspects of your use of the Internet, Intranet, World Wide Web, wireless technology, digital cable, use of e-names, e-mail, home pages, bulletin boards, chat rooms, social networking sites, linking, framing, online purchasing cooperatives, marketplaces, barter exchanges, and related technologies, methods, techniques, registrations, networking, and any electronic communication, commerce, computations, or any means of interactive electronic documents contained in a network of computers or similar devices linked by communications software or hardware (collectively, "**e-commerce**"). You acknowledge and agree that the domain name www.regus.com and any other domain names that we develop shall be the sole and exclusive property of us or our Affiliates.

You may not participate in Social Media (for example, social and/or networking internet websites, including, but not limited to, Facebook, MySpace, YouTube, Yelp, LinkedIn and Twitter) without our written consent and any such participation shall be in compliance with our then-current policies and procedures. You will fully indemnify us against all and any costs, claims and demands made against us or

our Affiliates relating to your ecommerce activities and any Social Media pages. (Franchise Agreement, Section 9.1.16)

Customer Satisfaction, Quality Controls

We may institute various programs for auditing customer satisfaction and/or other quality control measures. You agree to request your customers to participate in any surveys performed by or on behalf of us, using forms prescribed by us from time to time. You will be responsible for all costs and expenses associated with the surveys you conduct. (Franchise Agreement, Section 9.1.18)

Participation in Marketing and Delivery Programs

You will be required to participate in all marketing, delivery and promotional programs which, in our business judgment, will benefit our franchisees and the System including, but not limited to, participating the activities set out on our marketing calendar. The Marketing Fund may furnish you with marketing, advertising and promotional materials and we can require that you pay the cost of producing and distributing such materials in addition to your Marketing Fund Fee. (Franchise Agreement, Section 9.1.18)

Call Center/Reservation Services

You must participate in our Reservation System as it exists from time to time and at all times in accordance with our System Standards Manual. In particular you shall ensure all inquiries and/or reservations made for the REGUS® Offices (by whatever means) shall be entered by you into our inquiry management system. (Franchise Agreement, Section 9.1.23)

Cooperatives

If a cooperative of REGUS® Office franchise owners is established in a geographic area in which your Office is located (the "**Co-op**"), you must join and actively participate in it. You also must contribute to the Co-op the greater of: (i) the amount that we are currently requiring you to spend on local marketing; and (ii) such amounts as are determined from time to time by the Co-op, not to exceed two percent (2%) of monthly Gross Revenue. The Co-op will adopt its own rules, regulations and procedures, which you must follow. However, the rules, regulations and procedures of the Co-op and any related agreements, as well as any changes or additions to them, are subject to our approval. All advertising utilized by the Co-op must not be used unless and until we have reviewed and approved it. We also have the right to participate in any meetings of the Co-op and its members. Your failure to timely contribute the amounts required by the Co-op constitutes a material breach of the provisions of your Franchise Agreement and we may offset against any amounts we owe to you the amount of your Co-op contributions and pay such contributions for you. The Co-op contribution will be credited against the amount you are required to spend on local marketing. REGUS® Offices owned by us or our affiliates are not required participate in or contribute to Co-ops. (Franchise Agreement, Section 9.1.18)

There are currently no regional Co-ops. Each Co-op will be organized and governed in a form and manner established by or approved by us in writing, and will commence operations on a date specified by us. Any disputes arising among or between Co-op members or between the Co-op and members will be resolved by us. Our decision is final and binding.

Advisory Councils

We may, in our discretion, form one or more advisory councils (as well as sub-committees thereof) to work with us to improve the System, the products and services offered by REGUS® Offices, advertising conducted by the Marketing Fund, and any other matters that we deem appropriate. If an advisory council is formed, it will act solely in an advisory capacity, and will not have decision making authority. We will have the right to form, change, merge or dissolve any advisory council.

If formed, an advisory council will be comprised of our representatives and franchisee representatives. The franchisee representatives may, at our sole option, be chosen by us or elected by other franchisees in the System.

At this time, there are no advisory councils composed of REGUS® franchisees.

Computer Requirements

You will be required to have the computer hardware and software we designate, which currently consists of (a) Regus® email system (currently called "Outlook"); (b) customer booking portal (currently called "My Regus®"); (c) inventory management and billing system (currently called "Titan"); (d) billing and ticketing portal (currently called "RZone"); (e) finance system; (f) presentation and sales tool (currently called "Onstage"); (g) enquiry management system (currently called "Pivotal"); (h) intranet (currently called "RSpace"); (i) training manual (currently called "FUSE"); and (j) marketing collateral (currently called "RCloud") (collectively the "REGUS® Technology"). You will also be required to have printers, desktop computers, hand-held tablets, television sets, HD cameras, speakers, and telephones with landline capabilities. The number of each of these items that you will be required to purchase depends on the size of your Office. All computer hardware and software must comply with our current specifications and guidelines. We have to approve, in writing, all hardware and software to be used by you in connection with your REGUS® Office. You must have an encrypted wireless setup wherever your computers will be used. The estimated initial cost of purchasing the hardware and software for your computer systems is $45,000 to $62,000 but may change from time to time based on our equipment and software requirements. Currently the ongoing costs associated with the REGUS® Technology are $1,200 annually for licensing fees and between $500 and $750 per month but this may change if we require you to use additional or different hardware and/or software, which we may do at any time in our sole discretion. (Franchise Agreement, Sections 4, 5 and 10) There may be costs associated with updates to the computer hardware and software.

We will have independent access to your sales and other information in your computer system. There are no contractual limitations on our right to access information in your computer system or on our right to share such information with other franchisees in the System through reports. We reserve the right to designate a source from whom you must purchase or license all or some elements of the hardware and software we require. (Franchise Agreement, Sections 9.1.12)

Other franchisees may access our inventory management, availability and ordering systems, which will include information regarding your REGUS® Office, so that other franchisees may facilitate sales for your REGUS® Office.

There are no contractual limitations on the frequency and cost of your obligation to purchase or lease computer systems or maintain, repair, upgrade or update your hardware and software. We do not have any contractual obligation related to the maintenance, repairs, updates and upgrades to your computerized system.

You must comply with our requirements for use of your hardware and software, which may include, among other things, connection to remote servers, off site electronic repositories, high speed internet connections, the establishment of one or more email accounts and entering into license agreements, "terms of use" agreements and software maintenance agreements. We may require you to obtain specified computer hardware or software and may modify specifications for and components of the hardware and software from time to time. Our modifications and specifications for components of the hardware and software may require you to incur costs to purchase, lease or license new or modified computer hardware or software and to obtain service and support for the hardware and software during the term of your Franchise Agreement. (Franchise Agreement, Sections 4.1.5, 9.1.16(f) and 9.1.25)

We have the right to charge you a Technology Access Fee for any software that we or our affiliates furnish to you related to the hardware and software. (Franchise Agreement, Section 10)

Training Program

Initial Training

We will conduct Initial Training on an as-needed basis, beginning prior to the date you are required to begin attending. Our Initial Training consists of (Franchise Agreement, Sections 4 and 6):

1. Sales Manager training, which is a maximum of 30 days - 15 of initial training at your Office or one of our offices near you and an additional 15 days at your Office for assessment and accreditation.
2. Community Manager training, which is a maximum of 20 days - 10 days of initial training at your Office or one of our offices near you and an additional 10 days at your Office for assessment and accreditation.
3. Community Associate training, which is a maximum of 10 days - 5 days of initial training at your Office or one of our offices near you and an additional 5 days at your Office for assessment and accreditation.
4. Franchisee Onboarding Training, which is a maximum of 3 days at your Office or one of our offices near you.

All Sales Managers must complete the Initial Training to our satisfaction at least 90 days before your REGUS® Office opens for business. Community Managers and Community Associates must complete the Initial Training to our satisfaction at least 30 days before your REGUS® Office opens for business. Factors we use to determine whether your Managers have completed training to our satisfaction include, but are not limited to, completion of course work, ability to perform basic tasks in a timely manner, minimal absenteeism and general attitude. We will provide you with a commencement date for the Initial Training Program. (Franchise Agreement, Section 6)

Your Designated Operator also must attend all Initial Training described above. (Franchise Agreement, Section 6)

We do not assess a fee for our Initial Training Program. You will be responsible for all travel, living, incidental and other expenses of all persons attending the Initial Training program. All costs and expenses incurred to have employees or agents in addition to you and your Sales Manager, Community Manager and Community Associate attend the Initial Training, including reasonable training fees of $250 per person per day, will be borne by you. Attendance by any additional employees or agents is subject to our prior written approval. (Franchise Agreement, Section 6)

If your Sales Manager, Community Manager or Community Associate fails to complete Initial Training or is no longer willing or able to exercise day-to-day control over your REGUS® Office, you must hire a new, qualified Sales Manager, Community Manager or Community Associate for your REGUS® Office within the amount of time we prescribe in our System Standards Manual. The new Sales Manager, Community Manager or Community Associate and all other successive Sales Managers, Community Managers and Community Associates, if any, shall be required to attend the Initial Training at your sole cost and expense within 30 days of their hire date. You are solely responsible for the costs and expenses associated with your Sales Manager, Community Manager or Community Associate's attendance at the Initial Training, including the then prevailing standard rates charged by us for additional attendees at the Initial Training and all travel, living, incidental and other expenses. (Franchise Agreement, Section 9.1.9) If your Sales Manager, Community Manager or Community Associate fails to complete Initial Training and you do not send a replacement within the timeframe we prescribe, we may terminate your Franchise Agreement.

Norm Petersdorf supervises the training programs. Mr. Petersdorf has over 11 years of experience in the operation of REGUS® Offices and has a comprehensive knowledge of our training programs that include operational management, sales, marketing, recruitment, performance and brand protection. A schedule for the Initial Training Program is as follows:

TRAINING PROGRAM[1]

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location[2]
Sales Manager Training			
Introduction / Compliance / Products / Understanding Role / How to Run your Office -Area / Sales , Renewals, Expansions / Competition / Customer Management / Systems & Tools / Stage 1 Assessment & Accreditation	0	120	Your Office and Company-owned Office
All of the Above in Office – doing the job / on-line learning & development / Remote support / End of training assessment & accreditation	0	120	Your Office and Company-owned Office
Community Manager Training			
Introduction / Compliance / Products / Understanding Role / Basic Skills to Run the Office / Systems & Tools	0	40	Your Office and Company-owned Office
Advanced skills to Run the Office / Learning by Doing / Accreditation	0	40	Your Office and Company-owned Office
Above in Office – doing the job / on-line learning & development / Remote support / End of training assessment & accreditation	0	80	Your Office and Company-owned Office
Community Associate Training			
Introduction / Compliance / Products / Understanding Role / Running the Office / Systems & Tools	0	40	Your Office and Company-owned Office
Above in Office – doing the job / on-line learning & development / Remote support / End of training assessment & accreditation	0	120	Your Office and Company-owned Office
TOTAL	0	560	

[1] The above times are intended only to be estimates of time allocation.

[2] The REGUS® Office that we use for training purposes will be in or near your geographic area and/or at any other location as we may specify in writing, which may be your REGUS® Office.

Franchisee Onboarding Training			
General overview of being a franchisee in the System	24	0	Your Office and Company-owned Office
TOTAL	24	0	

Ongoing Training

We will provide such levels of guidance in the operation of your REGUS® Office as we consider appropriate, which will include telephone assistance during normal business hours. This guidance can be provided in whatever manner we consider appropriate, including electronically. We may, but are not required to, provide on-site assistance at your REGUS® Office. We can elect to charge a reasonable fee for any such on-site assistance which you request us to provide. Currently we charge $250 per person, per day. If we believe that your REGUS® Office warrants it, we can require that a person designated by us (but at your expense, including travel, wages, lodging and meals) work in your REGUS® Office to supervise its day to day operations until your REGUS® Office meets our standards as set forth in our System Standards Manual. (Franchise Agreement, Sections 5 and 9)

We may require you, or your owners, to attend periodic refresher training courses at such times and locations that we designate, and we may charge fees for such courses. You agree to give us reasonable assistance in training other REGUS® Office franchisees. We will reimburse you for your reasonable out-of-pocket expenses in providing such assistance. (Franchise Agreement, Sections 5 and 9)

At your request, we will furnish additional guidance and assistance and, in such a case, may charge the per diem fees and charges we establish from time to time. If you request or we require additional or special training for your employees, all of the expenses that we incur in connection with such training, including per diem charges and travel and living expenses for our personnel, will be your responsibility. (Franchise Agreement, Sections 5 and 9)

ITEM 12
TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Single Unit Franchise

The Franchise Agreement grants you the right to operate one REGUS® Office. You and we agree on a geographic area (the "Site Selection Area") within which you locate a site for your REGUS® Office. You must operate your REGUS® Office only at the location we have approved. The Site Selection Area is used only for selection of a location for your REGUS® Office, grants no territorial rights or protection, and, after we approve a location, the Site Selection Area is null and void. We must approve the location of your REGUS® Office.

The Franchise Agreement grants you the right to operate a single REGUS® Office at a specific location that you select and we accept, in our sole discretion. You are awarded a protected territory (the "Territory") that will typically consist of only the building in which your REGUS® Office is located (or if the building has multiple towers or parts then it may be a specific tower or part of that building). We may redefine your Territory if you do not meet certain occupancy requirements that we may establish and modify from time to time. So long as you are in compliance with the terms and conditions of your Franchise Agreement, we will not establish, nor license any other person the right to establish, another REGUS® Office at any location within the Territory granted to you after your location is chosen, but you will not receive an exclusive

territory because your Territory will not be exclusive in terms of marketing or location of customers. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You may not relocate your REGUS® Office without our prior written approval (which we will not unreasonably withhold) of the proposed relocation site, relocation plan, and lease for the new site. In granting such approval, we will consider whether the lease for your Office has expired or terminated without fault on your part; if your Office has been destroyed, condemned or rendered unusable; changes in the character of the location of your Office sufficiently detrimental to your business potential that warrant a relocation; the location of other and future Offices; and other factors deemed relevant by us in our reasonable discretion.

Unless specified in writing, you do not have options, a right of first refusal, or similar rights to acquire additional franchises.

Multi-Site Development Agreement

If you sign a Multi-Site Development Agreement and you and your affiliates are in full compliance with the Multi-Site Development Agreement and all other agreements between you (or any of your affiliates) and us, including, without limitation, any Franchise Agreement then during the term of the Multi-Site Development Agreement only, neither we nor our affiliates will operate, or authorize any other party to operate, a REGUS® Office, the physical premises of which are located within a geographic area defined by us (the "Development Area"). We do not have a minimum territory that we grant. The size of the Development Area will depend on a number of factors, including: (1) population (including density and characteristics); (2) potential trade area population growth; (3) nature of the competition within the trade area; and (4) the number of Offices you agree to open, as well as other demographic factors. The source of the population and demographic determinations are from the current reports issued by using demographic software. We will approve future sites under the Multi-Site Development Agreement according to our then-current site criteria.

Continuation of your Development Area is not dependent upon achievement of a certain sales volume or market penetration. However, if you fail to fulfill your obligations to develop, open and continuously operate any REGUS® Office when required by your development schedule, fail to obtain site approval by the date specified in your development schedule or have otherwise materially breached the Multi-Site Development Agreement or any separate Franchise Agreement, we may reduce or modify the Development Area or terminate the Multi-Site Development Agreement and the Development Area. Your limited development protection will also terminate upon the expiration of the Multi-Site Development Agreement.

You may not establish an Office anywhere outside of the Development Area. Other than your development rights granted under the Multi-Site Development Agreement, you are not granted any options, rights of first refusal or similar rights to acquire additional development rights or franchises within contiguous territories. We and other franchisees may solicit orders and business from within your Development Area. You may not use alternative channels of distribution, such as the Internet, catalog sales, telemarketing or other direct marketing to make sales outside the Development Area without our prior written approval.

Reserved Rights

We reserve the right to: unless otherwise restricted by an agreement between you and us, including, but not limited to, a Multi-Site Development Agreement granting you a Development Area (see above), (i) to issue competing franchises and to directly or indirectly develop and operate competing company-owned businesses under the Marks for or at any locations, including locations that may be in close proximity to your REGUS® Office; (ii) to own, operate or manage a similar or Competitive Business or grant a license or franchise for the operation of a similar or Competitive Business (including without limitation under the brand names HQ®, Spaces®, Signature™, Base Point™, No. 18™, Open Office™, and MOS™) anywhere we consider appropriate, including within close proximity to your REGUS® Office; (iii) solicit prospective

franchisees and grant other persons the right to operate REGUS® Offices through national or regional advertising, trade shows or conventions, or using or through the Internet, Intranet or other forms of e-commerce or alternate distribution through similar means; (iv) sell, solicit customers and orders, recruit and provide services for REGUS® Offices or any franchised business not defined as a REGUS® Office in the Franchise Agreement within and outside your territory; (v) sell, and provide the products and/or services authorized for sale by, REGUS® Offices under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels for distribution, including within close proximity to your REGUS® Office, pursuant to such terms and conditions as we consider appropriate; (vi) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at REGUS® Offices, and operating through ourselves or our affiliates or franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating, including in close proximity to your REGUS® Office; (vii) be acquired (whether through acquisition of assets, ownership interest or otherwise, regardless of the form of transaction) by a business providing products and services similar to those provided at REGUS® Offices, or by another business, even if such business operates, franchises and/or licenses Competitive Business (defined below) in close proximity to your REGUS® Office; (viii) conduct all internet-related, e-commerce, social media and related communications relating to the operation of REGUS® Offices or the selling of products and services offered at any of the REGUS® Offices (in this connection, we will have the sole right to establish one or more websites that contain any of the Marks, or that advertise, market or promote any of the services that we authorize for REGUS® Offices., and you agree to follow our rules and policies with respect to the use of the internet and social media, both for advertising and marketing, and for the conducting of electronic commerce and alternate channels of distribution; we may engage in internet and any e-commerce, marketing, promotion, operation and alternate channels of distribution, even if those activities affect your customer relationships or potential customer relationships in close proximity to your REGUS® Office); (ix) solicit prospective franchisees for, and own and operate, businesses and offices of any other kind or nature, anywhere. Your Franchise Agreement does not grant you any rights, including rights of compensation, with respect to such sales no matter when conducted.

In addition to the above, we have the exclusive right to negotiate and enter into agreements or approve forms of agreements to sell services and products and offer services to any business or organization which owns, manages, controls or otherwise has responsibility for locations in more than one area whose presence is not confined within any one particular franchisee's territory regardless of the contract amount of products to be provided or services to be performed (a "National Account"). After we sign a contract with a National Account, we may, at our option, require you to provide services and/or products or perform services to businesses under the National Account contract. You must provide the services unless the rate agreed with our National Account customer for such services is more than fifteen percent (15%) below your then-current and bona fide lowest published rate. If you exercise your right not to provide such services or products to the National Account customer based on the foregoing criteria, then we may direct the National Account customer to seek such services and products from another franchisee or company-owned location even if the National Account customer is located within your Territory without compensation to you.

The term "Competitive Business" as used herein means any business, under any trademarks or tradenames, which produces, offers, sells, distributes or is otherwise involved in, the sale of products or services the same or similar to, or which are competitive with, those services and/or products offered by us, our affiliates or franchisees, which include, but are not limited to, any business offering office or workspace related products or services, including a "virtual office" service, flexible workspaces and/or business lounges.

During the term of the Development Agreement, we may acquire (whether directly or indirectly) a workspace in the Development Area (each an "Acquired Workspace"). If, on the date on which we complete the acquisition of an Acquired Workspace: (a) the Development Agreement is still in force and has not been terminated; and a substantial breach has not occurred (collectively, the "Pre-Conditions"); and

(b) the term of the Development Agreement (including any extension) has not expired or been terminated, then we shall offer you the option to acquire the Acquired Workspace from us within ninety (90) days of an offer being made to you by us (the "Purchase Option").

If we offer you a Purchase Option, then: (i) we shall specify (acting reasonably): (A) whether the Purchase Option comprises a share sale or asset sale; (B) the consideration for the acquisition under the Purchase Option, being the price, calculated in good faith, at which the Acquired Workspace might reasonably be expected to be transferred in the open market on arms' length terms between a willing seller and a willing buyer (but without regard to the purchase price or consideration paid by us for the Acquired Workspace; and (C) any other terms that we consider to be necessary or appropriate having regard to the transaction in question. You shall inform us whether you wish to accept or reject the Purchase Option and, if you wish to accept the Purchase Option, we shall discuss and negotiate with you (each party acting reasonably) for a period of ninety (90) days following our offer of the Purchase Option.

If you reject the Purchase Option, you fail to respond to the Purchase Option within ninety (90) days following our offer or the parties do not exchange contracts for the transfer of the Acquired Workspace to you within ninety (90) days following our offer, then with effect from the relevant date we shall have no obligations to you in respect of the Acquired Workspace and we shall have the right to operate the Acquired Workspace without restriction or to offer any other person the option to acquire the Acquired Workspace (provided that any such offer is made on terms no materially more favorable to the purchaser than the Purchase Option).

ITEM 13
TRADEMARKS

We grant you a nontransferable, non-exclusive license to use the REGUS® trade name and service mark ("Mark"). You must follow our rules when you use the Mark. You cannot use the Mark as part of a corporate name or with modifying words, designs, or symbols except for those which we license to you. You may not use the Marks in any manner that we have not authorized in writing.

Our affiliate PIPS has registered the logo and word mark "REGUS®" with the United States Patent and Trademark Office on the Principal Register as follows:

MARK	REGISTRATION NUMBER	DATE REGISTERED
"REGUS" Service Mark	2178268	August 4, 1998
	5201754	May 9, 2017
	3545290	December 9, 2008

PIPS has filed all required affidavits for the principal trademarks registered with the U.S. Patent and Trademark Office and intends on continuing to file all required affidavits for the Marks.

Effective February 1, 2018 we entered into a perpetual license agreement with PIPS for the use of the "REGUS" service mark and logo shown above ("License Agreement"). The License Agreement may be terminated by either us or PIPS due to a material breach of any of its provisions. Under the License Agreement, we have acquired the right to sell REGUS® franchises in the United States of America and collect franchise fees, royalties and other fees from franchisees. If we breach the License Agreement, or if the License Agreement is otherwise terminated, you may lose your rights to use the Mark.

Other than the Franchise Agreement and License Agreement, there are no other agreements currently in effect that significantly limit our right to use or license the use of the Mark. There are no currently effective determinations of the USPTO, the trademark trial and appeal board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings and no pending litigation involving any of the Mark. We are not aware of any infringing uses that could materially affect your use of the Mark.

If you become aware of any apparent infringement, unfair competition or other challenge to your right to use any Mark, or if you become aware of any use of or claim to any mark, name, logo or any other commercial symbol identical to or confusingly similar with any Mark, you must immediately notify us in writing. We shall have the sole discretion to take any action as we deem appropriate and the right to exclusively control any litigation or administrative proceedings arising out of this infringement, challenge or claim. The Franchise Agreement requires us to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a Mark or if the proceeding is resolved unfavorably to you.

We reserve the right to modify or discontinue use of the Mark or any other names, trademarks, or service marks or to add additional names, trademarks, or service marks at our discretion. You must make any additions, deletions, and modifications to all interior and exterior signs, apparel, business cards, printed material, displays, paper products, advertising and anywhere else any of the Mark may appear as we direct at your sole cost and expense and without compensation or reimbursement from us. You must, at your sole cost and expense and without compensation or reimbursement from us, discontinue your use of any name, trademark, service mark or the Mark, as we may direct you to discontinue at any time. We are not responsible for any expenses, losses or damages sustained by you as a result of any addition, discontinuance or modification and you are prohibited to join in any litigation against us if any of these expenses, losses or damages is incurred.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We will provide you with login information and instructions for accessing our confidential and proprietary Confidential System Standards Manual electronically, containing certain detailed information, forms and systems pertaining to the operation of your REGUS® Office , including proprietary supplier lists, supplies and other trade secrets. Although these materials have not been registered with the United States Copyright Office, they are considered proprietary and confidential and we claim copyright protection of these materials.

Your Franchise Agreement does not require us to protect these copyrights or to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving these copyrights. You must keep your login information confidential and only allow access to the Confidential System Standards Manual to those employees requiring access for the proper operation of the business. Upon the expiration or termination of your franchise, your login information will be immediately deactivated. We reserve the right to change your login information at any time or to require you to change login information randomly or in intervals in our sole and absolute discretion.

There are currently no effective determinations of the Copyright Office or any court regarding any of the copyrighted materials. No agreements are in effect which significantly limit our right to use or license the copyrighted materials. Finally, we are not aware of infringing uses that could materially affect a franchisee's use of the copyrighted materials in any state. The Franchise Agreement does not require us to protect or defend copyrights or confidential information, although we intend to do so when it is in our best interest.

You must not use in advertising or any other form of promotion, our copyrighted materials, trademarks, service marks or commercial symbols without the appropriate notices which may be required by law or us including any and all registration notices.

You must treat the System Standards Manual, any other manuals created for or accepted for use in the operation of your REGUS® Office, and the information contained in them, as confidential, and you must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record, or otherwise reproduce these materials, or otherwise make them available to any unauthorized person. The System Standards Manual, which is loaned to you for use, will remain our sole property and must be kept in a secure place at the REGUS® Office. If electronically provided, you must not divulge your user name or password to anyone without out prior written consent.

We may revise the contents of the System Standards Manual at any time and as we deem necessary or appropriate. We will notify you of revisions in writing. You must comply with each new or changed standard immediately upon notification at your cost. You must ensure that the System Standards Manual is kept current at all times. In the event of any disputes as to the contents of the System Standards Manual, the terms of the master copy maintained by us at our home office will be controlling.

We will disclose to you certain confidential or proprietary information and trade secrets. Except as is necessary for the operation of your REGUS® Office and as we approve, you may not, during the term or at any time after the expiration or termination of the Franchise Agreement, regardless of the cause of termination, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the services, advertising, marketing, designs, plans, or methods of operation of your REGUS® Office or the REGUS® System. You may disclose to your employees only that confidential, proprietary or trade secret information as is necessary to operate the business and then only while the Franchise Agreement is in effect. Any and all information, or knowledge, including, materials, equipment, marketing, and other data, which we designate as secret or confidential, will be deemed secret and confidential for purposes of the Franchise Agreement.

At our request, you must require your Sales Manager, Community Manager and Community Assistant and any personnel having access to any of our confidential information to execute covenants that they will maintain the confidentiality of information they receive in connection with their employment by you at your REGUS® Office. The covenants must be in a form satisfactory to us, including, specific identification of us as a third-party beneficiary of the covenants, with the independent right to enforce them.

We also consider our trade dress (i.e., elements of the REGUS® method and style of doing business) inherently and uniquely distinctive and protectable under applicable Federal and State law.

We do not presently own any patents.

Should you or anyone affiliated with you develop any discoveries, ideas, modification or additions related to the operation of REGUS® Offices, you shall immediately advise us of such discovery or idea in writing. We may authorize the use and/or dissemination of such discovery or idea, and you agree not to implement the discovery of idea until authorized to do so by us. All such discoveries and ideas developed or used in connection with any REGUS® Office and/or the REGUS® System are our property, regardless of whether developed by us, you, or otherwise. No compensation is due to you on account of any such discovery or idea.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are not obligated to personally and directly supervise the operation of your REGUS® Office, although we recommend that you do. You shall designate a Sales Manager, Community Manager and Community Associate who shall be responsible for the operations of the REGUS® Office when you are not available. The REGUS® Office shall at all times be under the direct, on-site supervision of you or a Sales Manager, Community Manager and Community Associate that have successfully completed our Initial Training Program and that we approve. Your Sales Manager may be responsible for no more than two (2) REGUS® Offices.

You shall inform us in writing as to the identity of your Sales Manager, Community Manager and Community Associate and any successor Sales Managers, Community Managers and Community Associates. Your Sales Manager, Community Manager and Community Associate will have day-to-day management responsibility for the REGUS® Office, exercise on-premises supervision, and personally participate in the direct operation of the REGUS® Office. Each Sales Manager, Community Manager and Community Associate must complete to our satisfaction, the REGUS® Initial Training Program, under the terms and conditions specified in the Franchise Agreement.

Each Sales Manager, Community Manager and Community Associate shall be required to sign a Confidentiality/Non-Competition Agreement provided by us, and may divulge only Confidential Information necessary to operate the REGUS® Office, and only to those of your employees, agents or independent contractors who need access to it for this purpose. You are obligated to take all necessary precautions to ensure that all your employees retain the Confidential Information in confidence.

If you are a corporation, limited liability company, partnership, limited partnership or any other type of legal entity formed in compliance with applicable law ("Business Entity"), then all owners of the Business Entity (including spouses, as applicable) must sign an agreement under which all owners agree to be jointly and severally liable for all the obligations to Franchisor under the Franchise Agreement, and to be bound by all the terms, conditions and covenants of the Franchise Agreement. (Exhibit C to Franchise Agreement). Your Designated Operator is not required to have any equity interest in your REGUS® Office.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must confine your business to the operation of a REGUS® Office. You may not conduct any other business or activity at or from your REGUS® Office. You may identify your REGUS® Office only by the trade name and service mark "REGUS®." You must offer all of the products and services that we prescribe, and we may change the products and services from time to time at our discretion. You may not offer or sell any product or service from the REGUS® Office except those we authorize. If we offer them for sale to you, you must purchase certain products from us or our designee, and other products and services from suppliers approved by us. We reserve the right, at any time and from time to time, to establish maximum, minimum, or other pricing requirements on prices that you may charge for products or services to the fullest extent allowed by applicable law, which may include regional, special venue or demographic variations. We do not impose any other restrictions in the Franchise Agreement or otherwise on the goods or services that you may offer or sell or on the customers to whom you may offer or sell.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section In Franchise Or Other Agreement	Summary
(a) Length of the franchise term	Franchise Agreement (FA) Section 3	Begins on the Effective Date and expires ten (10) years after we issue you an Operating Certificate, which allows you to open for business.
	Multi-Site Development Agreement (MSDA) Section 2	As negotiated depending on the number of Offices you agree to develop.
(a) Renewal or Extension.	FA Section 3 MSDA Section 3.8	If you satisfy the requirements to obtain a successor franchise, you may be granted the right to continue operating your REGUS® Office for up to two (2) additional periods of five (5) years each. If at the end of the term, we believe that additional REGUS® Offices can be developed in the Development Area, we may offer you a right of first refusal to develop those Offices. You will have thirty (30) days to accept the offer.
(b) Requirements for franchisee to renew or extend	FA Section 3	Following your initial term, you may be granted up to two (2) additional franchises of up to five (5) years each if you give us notice no earlier than nine (9) months but no later than six (6) months before the end of the then-current Term; (b) you have not, during the Term, been in Persistent Breach of the Agreement; (c) there has not been a Substantial Breach that has not been remedied to our satisfaction; (d) you are in compliance with your refurbishment requirements. You may be required to sign our then-current Franchise Agreement, the terms of which may materially differ from the terms and conditions of the initial Agreement, including without limitation; Royalty Fees, Infrastructure Support Payments, Marketing Fund Fees and other fees.
(c) Termination by franchisee	Not Applicable	Not Applicable
(d) Termination by franchisor without cause	Not Applicable	Not Applicable
(e) Termination by franchisor with cause	FA Section 15 and Schedule 7	We may terminate for cause, including if you default under your Franchise Agreement (including

Provision	Section In Franchise Or Other Agreement	Summary
	MSDA Sections 3.5, 7.1, 7.2	a Multi-Site Development Agreement); see Schedule 7 for Termination Events.
(f) "Cause" defined - curable defaults	FA Section 15 and Schedule 7 MSDA Sections 7.1, 7.2	(a) fail to begin operating the Office; (b) fail to complete training; (c) abandon Office; (d) understate Gross Revenue; (e) fail to pay taxes; (f) fail to obtain our consent; (g) Designated Operator ceases to devote sufficient time; (h) fail to comply with any other provision of your Agreement or any System Standard; (i) fail to permit our audit or inspection; (j) fail to be present; (k) failure to keep the Office open during the required hours; (l) failure to participate in any established Co-op; (m) using an unapproved supplier; (n) failure to obtain and maintain required permits; (o) failure to maintain active status in your state of organization; (p) failure to pay us or suppliers; (q) failure to timely make required reports; (r) failure to maintain sufficient liquid funds to pay amounts to us via electronic transfer; (s) you violate any other provision of your Agreement; (t) failure to maintain any standards or procedures contained in the System Standards Manual; (u) violation of any law, ordinance, rule or regulation of a governmental agency; or (v) you commit a Business Review Failure during any Review Periods.

Provision	Section In Franchise Or Other Agreement	Summary
(g) "Cause" defined – non-curable defaults	FA Section 15 and Schedule 7	(a) fail to cure a Substantial Breach; (b) breach any warranty; (c) Business Review Failure; (d) Persistent Breach; (e) bankruptcy or similar proceeding; (f) you challenge the intellectual property rights licensed to you under the Agreement or breach any of your obligations concerning the Marks, the System or the Know-How; (g) you gave us false information or omitted to mention material information when applying for development and operating rights from us; (h) you plead no contest or guilty, to a felony or other serious crime or offense; (i) engage in any dishonest or unethical conduct; (j) lose possession of the Premises; (k) violate any health, safety or sanitation law, ordinance and do not correct such noncompliance or violation within 24 hours, after written notice is delivered to you; (l) breach any of the in-term restrictions against competition provided in the Agreement; (m) you or your owners surrender or transfer control of the operation of the Office or any or all of the franchise entity without our consent; (n) violation of Anti-Terrorism Laws (or affiliated with a person or entity that is in violation of Anti-Terrorism Laws; (o) unauthorized use or disclosure of any Confidential Information or Know-How; (p) you divulge details of any dispute between you and us or between us and any of our franchisees; (q) you do not have a Guarantor or Replacement Guarantor; (r) you compete or enable or assist any third party to compete with us during the Term; (s) any other agreement between you and us (a "Related Agreement") is terminated by us.

Provision	Section In Franchise Or Other Agreement	Summary
	MSDA Sections 3.5, 7.1, 7.2	You (or any of your owners): (a) made any material misrepresentation or omission; (b) failed to meet the development schedule; (c) surrender or transfer control of your Agreement or the business; (d) have been convicted by a trial court of, or plead or have pleaded no contest, or guilty, to, a felony or other serious crime or offense; (e) engage in any dishonest or unethical conduct; (f) make an unauthorized assignment of your Agreement or of an ownership interest in you or a REGUS® Office; (g) in the event of your death or disability or the death or disability of the owner of a controlling interest in you, your Agreement or such owner's interest in you is not assigned as required under your Agreement; (h) fail to comply with any other provision of your Agreement or any other agreements with us; or (i) bankruptcy or similar proceeding; (j) failure to maintain active status in your state of organization; (k) violate the terms of any Franchise Agreement or any other agreement between you and us or our affiliates, vendors or suppliers; any of the individual franchise agreements or any other agreement between you and us is terminated; (l) continued violation of any law; or (m) failure to obtain any approvals or consents required by your Agreement.
(h) Franchisee's obligations on termination/non-renewal	FA Section 16	(a) pay us all amounts due; (b) deliver the System Standards Manual and proprietary materials (c) provide us with a customer list; (d) cease using the telephone numbers; (e) discontinue use of Trade Dress; (f) cancel all fictitious or assumed names and any equivalent registrations; (g) assign or otherwise transfer ownership (to the extent that we do not own them already) of all domain names, account names, handles and user names; and (h) remove our Marks and references to Regus® used on your Website, and Social Media pages and in any of your email addresses.
(i) Assignment of contract by franchisor	FA Section 14 MSDA Section 6.1	We may assign the FA and/or MSDA at any time without your consent.
(j) "Transfer" by franchisee – defined	FA Section 14 MSDA Section 6.2	"Transfer" includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) your Agreement; (b) you; or (c) the Office.

Provision	Section In Franchise Or Other Agreement	Summary
(k) Franchisor approval of transfer by franchisee	FA Section 14 MSDA Section 6.2	You must (a) remodel; (b) pay all fees; (c) sign a general release; (d) sign a non-competition covenant; and (e) obtain our written approval of the transferee.
(l) Conditions for franchisor approval of transfer	FA Section 14, Schedule 9	See (l) above.
(m) Franchisor's right of first refusal to acquire franchisee's business	FA Sections 14 and Schedule 9	We have a right to match or exceed any Offer you receive if you propose to transfer your Office.
(n) Franchisor's option to purchase franchisee's business	FA Section 16 and Schedule 9	We have a right to purchase your Office at fair market value upon termination or expiration of the Agreement.
(o) Death or disability of franchisee	FA Section 17 MSDA Section 6.4	A replacement guarantor must be appointed.
(p) Non-competition covenants during the term of the franchise	FA Sections 9.1.4 and 9.1.26	You may not compete with us during the term.
(q) Non-competition covenants after the franchise is terminated or expires	FA Section 16 Schedule 11	After termination or expiration of the Agreement you will not, for a period of twenty-four (24) months and within a 50 mile radius of your Office or any other Office engage in a competitive business.
(r) Modification of the agreement	FA Section 21.13 MSDA Section 11.8	The Agreement may only be modified in a writing agreed to by both parties.
(s) Integration/merger clause	FA Section 21.13 MSDA Section 11.9	Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the express representation made in this Franchise Disclosure Document. No statements or promises binding unless contained in the Franchise Agreement. Only the terms of the Franchise Agreement are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. However, nothing in the Franchise Agreement or in any related agreement is intended to waive Franchisee's reliance on any representation made by Franchisor in this disclosure document or in its exhibits or amendments, or to disclaim liability for statements authorized by Franchisor in this disclosure document.

Provision	Section In Franchise Or Other Agreement	Summary
(t) Dispute resolution by arbitration or mediation	FA Section 22 MSDA Section 10	Disputes are subject to arbitration and applicable state law.
(u) Choice of Forum	FA Section 22 MSDA Section 11	Any arbitration must be conducted in New Castle County, Delaware, subject to applicable state law.
(v) Choice of Law	FA Section 21 MSDA Section 10	Delaware law (subject to applicable law).

ITEM 18
PUBLIC FIGURES

We currently do not use any public figures to promote our franchise.

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ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; and (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

As of December 31, 2021, we had two operational franchised outlets in the United States, and our affiliate, Regus Corporation, operated 781 outlets in the United States. The following tables show historical Gross Revenues and expense information for calendar years 2021 and 2020 for franchised and company-owned outlets in the United States that were open continuously from January 1 through and including December 31 of that year and were between 10,000 and 19,989 square feet in size, which we consider to be the optimum target size range for a franchised outlet (however, in limited circumstances depending upon unique market conditions, other sizes will be considered for franchised outlets). Additionally, the following tables show historical data for certain company-owned outlets located in central business districts. All tables exclude outlets in the most expensive locations in New York, San Francisco, Boston, Chicago and Washington, D.C. where we do not anticipate having franchised locations.

While data for company-owned outlets includes Gross Revenues, certain costs, and EBITDA, data for our franchised outlet only includes Gross Revenues, which is the only data that was reported by the franchisee.

Based on these standards, we have excluded 292 company-owned outlets (37% of the total of 781) that either closed permanently, were less than 10,000 square feet or greater than 19,989 square feet, or were in New York, San Francisco, Boston, Chicago or Washington, D.C. In addition, we have excluded one franchised outlet from this Item 19 because it was open and operating for the full year 2021.

Tables begin on following page.

Table 1.A

Table 1.A provides revenues and expense information for the 391 outlets (approximately 50% of the 781 company-owned outlets operating in the United States as of December 31, 2021) whose rents were in the middle 80% of all rents (rents between $21.50 and $47.50 per square foot) and that were open continuously from January 1, 2021 through and including December 31, 2021 and were between 10,000 and 19,989 square feet in size.

Time Period (January 1, 2021 - December 31, 2021)	Mature Sample					
	Average	% of Rev	Median	% of Rev	Number of Units Exceeding Average	Percentage of Units Exceeding Average
Gross Revenues	**$837,706**	**100%**	**$819,967**	**100%**	**183**	**46.80%**
Product Costs	$31,527	3.8%	$25,074	3.1%	126	32.23%
Employee related costs	$116,286	13.9%	$111,194	13.6%	173	44.25%
Rent charge	$314,276	37.5%	$297,071	36.2%	170	43.48%
Facility cost	$73,484	8.8%	$47,387	5.8%	124	31.71%
Operational costs	$2,518	0.3%	$1,896	0.2%	144	36.83%
Bad debt	$7,920	0.9%	$5,855	0.7%	160	40.92%
Agents commission	$3,911	0.5%	$3,063	0.4%	144	36.83%
Other center costs	$14,961	1.8%	$14,237	1.7%	173	44.25%
Estimated Fees (Royalties, Marketing, Infrastructure Support)	$117,279	14%	$114,795	14%	N/A	N/A
Occupancy %	79.4%		79.0%			
EBITDA	**$155,545**	**18.6%**	**$199,393**	**24.3%**	**178**	**45.52%**

*High Gross Revenue was $1,916,914 and the low Gross Revenue was $384,817.

Gross Revenue for our franchised outlet in fiscal year 2021 was $1,471,264.

Table 1.B

Table 1.B provides revenues and expense information for the 403 outlets (approximately 50% of the 800 company-owned outlets operating in the United States as of December 31, 2020) whose rents were in the middle 80% of all rents (rents between $21.25 and $47.38 per square foot) and that were open continuously from January 1, 2020 through and including December 31, 2020 and were between 10,000 and 19,989 square feet in size.

Time Period (January 1, 2020 - December 31, 2020)	Average	% of Rev	Median	% of Rev	Number of Units Exceeding Average	Percentage of Units Exceeding Average
Gross Revenues	**$857,526**	**100%**	**$856,449**	**100%**	**199**	**49.38%**
Product Costs	$35,934	4.2%	$28,195	3.3%	129	32.01%
Employee related costs	$100,907	11.8%	$93,849	11.0%	166	41.19%
Rent charge	$310,784	36.2%	$295,892	34.5%	176	43.67%
Facility cost	$71,135	8.3%	$44,277	5.2%	129	32.01%
Operational costs	$3,095	0.4%	$2,720	0.3%	149	36.97%
Bad debt	$8,352	1.0%	$5,531	0.6%	134	33.25%
Agents commission	$2,915	0.3%	$2,126	0.2%	136	33.75%
Other center costs	$13,136	1.5%	$12,585	1.5%	175	43.42%
Estimated Fees (Royalties, Marketing, Infrastructure Support)	$120,054	14.0%	$119,903	14.0%	N/A	N/A
Occupancy %	79.8%		80.2%			
EBITDA	**$191,213**	**22.3%**	**$251,371**	**29.4%**	**195**	**48.39%**

*High Gross Revenue was $1,901,448 and the low Gross Revenue was $195,304.

No franchised outlets operated continuously during fiscal year 2020.

Table 1.C

Table 1.C provides revenues and expense information for the 41 outlets located in central business districts (approximately 5% of the 781 company-owned outlets operating in the United States as of December 31, 2021) whose rents were in the middle 80% of all rents in central business districts (rents between $20.00 and $68.00 per square foot) and that were open continuously from January 1, 2021 through and including December 31, 2021 and were between 11,561 and 19,916 square feet in size.

Time Period (January 1, 2021 - December 31, 2021)	Mature Sample					
	Average	% of Rev	Median	% of Rev	Number of Units Exceeding Average	Percentage of Units Exceeding Average
Gross Revenues	**$862,291**	**100%**	**$834,239**	**100%**	**17**	**41.46%**
Product Costs	$54,288	6.3%	$54,686	6.6%	22	53.66%
Employee related costs	$108,651	12.6%	$110,763	13.3%	22	53.66%
Rent charge	$307,699	35.7%	$280,945	33.7%	18	43.90%
Facility cost	$86,624	10.0%	$56,195	6.7%	12	29.27%
Operational costs	$2,623	0.3%	$2,460	0.3%	16	39.02%
Bad debt	$10,984	1.3%	$7,798	0.9%	16	39.02%
Agents commission	$4,009	0.5%	$3,039	0.4%	13	31.71%
Other centre costs	$14,721	1.7%	$12,750	1.5%	17	41.46%
Estimated Fees (Royalties, Marketing, Infrastructure Support)	$120,721	14.0%	$116,793	14.0%	N/A	N/A
Occupancy %	75.8%		69.8%			
EBITDA	**$151,971**	**17.6%**	**$188,811**	**22.6%**	**18**	**43.90%**

*High Gross Revenue was $1,916,914 and the low Gross Revenue was $514,539.

Table 2.A

Table 2.A provides revenues and expense information for the 489 company-owned outlets (approximately 62% of the 781 company-owned outlets operating in the United States as of December 31, 2021) that were open continuously from January 1, 2021 through and including December 31, 2021 and were between 10,000 and 19,989 square feet in size.

Time Period (January 1, 2021 - December 31, 2021)	Mature Sample					
	Average	% of Rev	Median	% of Rev	Number of Units Exceeding Average	Percentage of Units Exceeding Average
Gross Revenues	**$845,189**	**100%**	**$820,026**	**100%**	**227**	**46.42%**
Product Costs	$33,129	3.9%	$25,245	3.1%	151	30.88%
Employee related costs	$115,777	13.7%	$110,499	13.5%	209	42.74%
Rent charge	$331,087	39.2%	$297,355	36.3%	190	38.85%
Facility cost	$77,829	9.2%	$48,821	6.0%	161	32.92%
Operational costs	$2,704	0.3%	$1,901	0.2%	152	31.08%
Bad debt	$8,370	1.0%	$6,166	0.8%	195	39.88%
Agents commission	$3,964	0.5%	$3,039	0.4%	177	36.20%
Other centre costs	$14,926	1.8%	$14,294	1.7%	217	44.38%
Estimated Fees (Royalties, Marketing, Infrastructure Support)	$118,326	14.0%	$114,804	14.0%	N/A	N/A
Occupancy %	78.4%		78.1%			
EBITDA	**$139,076**	**16.5%**	**$197,903**	**24.1%**	**233**	**47.65%**

*High Gross Revenue was $2,338,074 and the low Gross Revenue was $297,472.

Gross Revenue for our franchised outlet in fiscal year 2021 was $1,471,264.

Table 2.B

Table 2.B provides revenues and expense information for the 499 company-owned outlets (approximately 62% of the 800 company-owned outlets operating in the United States as of December 31, 2020) that were open continuously from January 1, 2020 through and including December 31, 2020 and were between 10,000 and 19,989 square feet in size.

Time Period (January 1, 2020 - December 31, 2020)	Average	% of Rev	Median	% of Rev	Number of Units Exceeding Average	Percentage of Units Exceeding Average
Gross Revenues	**$867,725**	**100%**	**$852,183**	**100%**	**241**	**48.30%**
Product Costs	$36,715	4.2%	$28,462	3.3%	161	32.26%
Employee related costs	$101,120	11.7%	$94,146	11.0%	205	41.08%
Rent charge	$325,559	37.5%	$297,671	34.9%	201	40.28%
Facility cost	$77,343	8.9%	$46,742	5.5%	167	33.47%
Operational costs	$3,212	0.4%	$2,731	0.3%	176	35.27%
Bad debt	$8,556	1.0%	$5,813	0.7%	167	33.47%
Agents commission	$2,948	0.3%	$2,140	0.3%	174	34.87%
Other center costs	$13,251	1.5%	$12,632	1.5%	215	43.09%
Estimated Fees (Royalties, Marketing, Infrastructure Support)	$121,481	14.0%	$119,306	14.0%	N/A	N/A
Occupancy %	78.9%		79.4%			
EBITDA	**$177,539**	**20.5%**	**$242,539**	**28.5%**	**254**	**50.90%**

* High Gross Revenue was $1,962,199 and the low Gross Revenue was $195,304.

No franchised outlets operated continuously during fiscal year 2020.

Table 2.C

Table 2.C provides revenues and expense information for the 54 outlets located in central business districts (approximately 7% of the 781 company-owned outlets operating in the United States as of December 31, 2021) that were open continuously from January 1, 2021 through and including December 31, 2021 and were between 11,561 and 19,916 square fee2t in size.

Time Period (January 1, 2021 - December 31, 2021)	Mature Sample					
	Average	% of Rev	Median	% of Rev	Number of Units Exceeding Average	Percentage of Units Exceeding Average
Gross Revenues	**$845,427**	**100%**	**$812,826**	**100%**	**26**	**48.15%**
Product Costs	$47,749	5.6%	$41,851	5.1%	25	46.30%
Employee related costs	$112,573	13.3%	$111,438	13.7%	25	46.30%
Rent charge	$343,315	40.6%	$295,992	36.4%	21	38.89%
Facility cost	$97,804	11.6%	$56,773	7.0%	17	31.48%
Operational costs	$4,613	0.5%	$2,431	0.3%	7	12.96%
Bad debt	$10,968	1.3%	$7,573	0.9%	19	35.19%
Agents commission	$3,754	0.4%	$3,030	0.4%	21	38.89%
Other centre costs	$14,842	1.8%	$13,172	1.6%	22	40.74%
Estimated Fees (Royalties, Marketing, Infrastructure Support)	$118,360	14.0%	$113,796	14.0%	N/A	N/A
Occupancy %	72.1%		70.1%			
EBITDA	**$91,450**	**10.8%**	**$166,772**	**20.5%**	**22**	**40.74%**

*High Gross Revenue was $1,916,914 and the low Gross Revenue was $373,852.

Table 3.A

Table 3.A provides revenues and expense information for the 440 company-owned outlets (approximately 56% of the 781 company-owned outlets operating in the United States as of December 31, 2021) whose rents were not in the top 10% of all rents (rents at or exceeding $47.50 per square foot) and that were open continuously from January 1, 2021 through and including December 31, 2021 and were between 10,000 and 19,989 square feet in size.

Time Period (January 1, 2021 - December 31, 2021)	Mature Sample					
	Average	% of Rev	Median	% of Rev	Number of Units Exceeding Average	Percentage of Units Exceeding Average
Gross Revenues	**$817,277**	**100%**	**$800,086**	**100%**	**207**	**47.05%**
Product Costs	$31,161	3.8%	$24,709	3.1%	146	33.18%
Employee related costs	$114,560	14.0%	$110,171	13.8%	192	43.64%
Rent charge	$302,288	37.0%	$284,786	35.6%	192	43.64%
Facility cost	$70,104	8.6%	$44,794	5.6%	136	30.91%
Operational costs	$2,471	0.3%	$1,853	0.2%	158	35.91%
Bad debt	$8,111	1.0%	$5,932	0.7%	177	40.23%
Agents commission	$3,748	0.5%	$2,909	0.4%	166	37.73%
Other centre costs	$14,549	1.8%	$13,986	1.7%	196	44.55%
Estimated Fees (Royalties, Marketing, Infrastructure Support)	$114,419	14.0%	$112,012	14.0%	N/A	N/A
Occupancy %	79.3%		79.7%			
EBITDA	**$155,867**	**19.1%**	**$198,934**	**24.9%**	**204**	**46.36%**

*High Gross Revenue was $1,916,914 and the low Gross Revenue was $297,472.

Gross Revenue for our franchised outlet in fiscal year 2021 was $1,471,264.

Table 3.B

Table 3.B provides revenues and expense information for the 449 company-owned outlets (approximately 56% of the 800 company-owned outlets operating in the United States as of December 31, 2020) whose rents were not in the top 10% of all rents (rents at or exceeding $47.38 per square foot) and that were open continuously from January 1, 2020 through and including December 31, 2020 and were between 10,000 and 19,989 square feet in size.

Time Period (January 1, 2020 - December 31, 2020)	Average	% of Rev	Median	% of Rev	Number of Units Exceeding Average	Percentage of Units Exceeding Average
Gross Revenues	**$832,248**	**100%**	**$827,637**	**100%**	**220**	**49.00%**
Product Costs	$35,552	4.3%	$27,803	3.4%	145	32.29%
Employee related costs	$99,815	12.0%	$93,529	11.3%	188	41.87%
Rent charge	$299,890	36.0%	$285,157	34.5%	200	44.54%
Facility cost	$67,769	8.1%	$42,060	5.1%	142	31.63%
Operational costs	$3,120	0.4%	$2,720	0.3%	163	36.30%
Bad debt	$8,297	1.0%	$5,634	0.7%	147	32.74%
Agents commission	$2,828	0.3%	$2,083	0.3%	153	34.08%
Other center costs	$12,771	1.5%	$12,307	1.5%	201	44.77%
Estimated Fees (Royalties, Marketing, Infrastructure Support)	$116,515	14.0%	$115,869	14.0%	N/A	N/A
Occupancy	79.5%		79.7%			
EBITDA	**$185,692**	**22.3%**	**$240,475**	**29.1%**	**220**	**49.00%**

*High Gross Revenue was $1,901,448 and the low Gross Revenue was $195,304.

No franchised outlets operated continuously during fiscal year 2020.

Table 3.C

Table 3.C provides revenues and expense information for the 47 outlets located in central business districts (approximately 6% of the 781 company-owned outlets operating in the United States as of December 31, 2021) whose rents were not in the top 10% of all rents in central business districts (rents at or exceeding $68 per square foot) and that were open continuously from January 1, 2021 through and including December 31, 2021 and were between 11,561 and 19,916 square feet in size.

Time Period (January 1, 2021 - December 31, 2021)	Mature Sample					
	Average	% of Rev	Median	% of Rev	Number of Units Exceeding Average	Percentage of Units Exceeding Average
Gross Revenues	**$817,514**	**100%**	**$768,651**	**100%**	**21**	**44.68%**
Product Costs	$51,807	6.3%	$51,530	6.7%	23	48.94%
Employee related costs	$107,587	13.2%	$111,007	14.4%	26	55.32%
Rent charge	$295,220	36.1%	$268,982	35.0%	20	42.55%
Facility cost	$76,896	9.4%	$50,736	6.6%	15	31.91%
Operational costs	$2,528	0.3%	$2,337	0.3%	18	38.30%
Bad debt	$10,791	1.3%	$7,798	1.0%	18	38.30%
Agents commission	$3,753	0.5%	$2,936	0.4%	18	38.30%
Other centre costs	$13,926	1.7%	$12,494	1.6%	18	38.30%
Estimated Fees (Royalties, Marketing, Infrastructure Support)	$114,452	14.0%	$107,611	14.0%	N/A	N/A
Occupancy %	74.0%		69.2%			
EBITDA	**$140,554**	**17.2%**	**$153,218**	**19.9%**	**19**	**40.43%**

*High Gross Revenue was $1,916,914 and the low Gross Revenue was $373,852.

Table 4.A

Table 4.A provides revenues and expense information for the 440 outlets (approximately 56% of the 781 company-owned outlets operating in the United States as of December 31, 2021) whose rents were not in the bottom 10% of all rents (rents at or below $21.50 per square foot) and that were open continuously from January 1, 2021 through and including December 31, 2021 and were between 10,000 and 19,989 square feet in size.

Time Period (January 1, 2021 - December 31, 2021)	Mature Sample					
	Average	% of Rev	Median	% of Rev	Number of Units Exceeding Average	Percentage of Units Exceeding Average
Gross Revenues	**$866,452**	**100%**	**$849,399**	**100%**	**204**	**46.36%**
Product Costs	$33,673	3.9%	$25,405	3.0%	134	30.45%
Employee related costs	$117,447	13%	$111,438	13.1%	189	42.95%
Rent charge	$344,947	39%	$307,016	36.1%	173	39.32%
Facility cost	$81,694	9.4%	$51,540	6.1%	143	32.50%
Operational costs	$2,772	0.3%	$2,003	0.2%	132	30.00%
Bad debt	$8,229	0.9%	$6,144	0.7%	177	40.23%
Agents commission	$4,134	0.5%	$3,226	0.4%	161	36.59%
Other centre costs	$15,334	1.8%	$14,689	1.7%	195	44.32%
Estimated Fees (Royalties, Marketing, Infrastructure Support)	$121,303	14%	$118,916	14.0%	N/A	N/A
Occupancy %	78.4%		78.0%			
EBITDA	**$136,920**	**15.8%**	**$209,021**	**24.6%**	**209**	**47.50%**

*High Gross Revenue was $2,338,074 and the low Gross Revenue was $384,817.

Gross Revenue for our franchised outlet in fiscal year 2021 was $1,471,264.

Table 4.B

Table 4.B provides revenues and expense information for the 453 outlets (approximately 57% of the 800 company-owned outlets operating in the United States as of December 31, 2020) whose rents were not in the bottom 10% of all rents (rents at or below $21.25 per square foot) and that were open continuously from January 1, 2020 through and including December 31, 2020 and were between 10,000 and 19,989 square feet in size.

Time Period (January 1, 2020 - December 31, 2020)	Average	% of Rev	Median	% of Rev	Number of Units Exceeding Average	Percentage of Units Exceeding Average
Gross Revenues	**$893,815**	**100%**	**$879,110**	**100%**	**212**	**46.80%**
Product Costs	$37,172	4.2%	$28,516	3.2%	148	32.67%
Employee related costs	$102,224	11.4%	$95,086	10.8%	178	39.29%
Rent charge	$337,858	37.8%	$306,597	34.9%	185	40.84%
Facility cost	$81,310	9.1%	$50,867	5.8%	153	33.77%
Operational costs	$3,199	0.4%	$2,732	0.3%	158	34.88%
Bad debt	$8,631	1.0%	$5,787	0.7%	155	34.22%
Agents commission	$3,037	0.3%	$2,194	0.2%	158	34.88%
Other center costs	$13,625	1.5%	$12,975	1.5%	194	42.83%
Estimated Fees (Royalties, Marketing, Infrastructure Support)	$125,134	14.0%	$123,075	14.0%	N/A	N/A
Occupancy %	79.2%		79.7%			
EBITDA	**$181,624**	**20.3%**	**$251,282**	**28.6%**	**232**	**51.21%**

*High Gross Revenue was $1,962,199 and the low Gross Revenue was $195,304.

No franchised outlets operated continuously during fiscal year 2020.

Table 4.C

Table 4.C provides revenues and expense information for the 48 outlets located in central business districts (approximately 6% of the 781 company-owned outlets operating in the United States as of December 31, 2021) whose rents were not in the bottom 10% of all rents (rents at or below $20.00 per square foot) and that were open continuously from January 1, 2021 through and including December 31, 2021 and were between 11,561 and 19,916 square feet in size.

Time Period (January 1, 2021 - December 31, 2021)	Mature Sample					
	Average	% of Rev	Median	% of Rev	Number of Units Exceeding Average	Percentage of Units Exceeding Average
Gross Revenues	**$887,163**	**100%**	**$857,253**	**100%**	**21**	**43.75%**
Product Costs	$49,361	5.6%	$45,794	5.3%	23	47.92%
Employee related costs	$114,105	12.9%	$111,214	13.0%	20	41.67%
Rent charge	$359,986	40.6%	$323,243	37.7%	19	39.58%
Facility cost	$108,727	12.3%	$62,164	7.3%	17	35.42%
Operational costs	$4,954	0.6%	$2,525	0.3%	5	10.42%
Bad debt	$11,155	1.3%	$7,573	0.9%	17	35.42%
Agents commission	$3,973	0.4%	$3,170	0.4%	15	31.25%
Other centre costs	$15,635	1.8%	$14,369	1.7%	19	39.58%
Estimated Fees (Royalties, Marketing, Infrastructure Support)	$124,203	14.0%	$120,015	14.0%	N/A	N/A
Occupancy %	73.5%		71.9%			
EBITDA	**$95,065**	**10.7%**	**$167,187**	**19.5%**	**20**	**41.67%**

*High Gross Revenue was $1,916,914 and the low Gross Revenue was $514,539.

Notes:

1. We compiled and calculated the figures in the preceding tables using information supplied by these outlets. We do not directly operate any of these outlets; all company-owned outlets are operated by our affiliates, which are all owned and controlled by our affiliate Regus Corporation. At this time, we have no basis to conclude that the material financial and operational characteristics of future operational franchise outlets are reasonably anticipated to differ materially from the company-owned outlets.

2. "Estimated Fees" includes imputed royalties, advertising contributions and other fees not paid by company-owned outlets.

3. "Gross Revenues" means all received and accrued revenue, including cash, cash equivalents, and credit derived directly or indirectly from all business conducted with the use of the Marks or upon, from, or with, the company-owned outlets, whether evidenced by check, cash, credit, charge, exchange, or otherwise (including proceeds of any business interruption insurance policies). Gross Revenues includes the fair market value of any goods or services received, directly or indirectly if consideration other than cash was received. Gross Revenues excludes (a) sales and similar taxes that, by law, are chargeable to customers and (b) any refunds given to customers.

5. "EBITDA" means earnings before interest, taxes, depreciation and amortization.

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Written substantiation for the financial performance representation will be made available to prospective franchisees upon request.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Franchise Department, at 3000 Kellway Drive, Suite 140, Carrollton, TX 75006; Telephone (972) 361-8100; the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
REGUS® - System Wide Office Summary
For Years Ending December 31, 2019, 2020 and 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	0	0	0
	2020	0	1	+1
	2021	1	2	+1
Company-Owned	2019	854	830	-24
	2020	830	800	-30
	2021	800	781	-19
Total Offices	2019	854	830	-24
	2020	830	801	-29
	2021	801	783	-18

Table No. 2
Transfers of REGUS® Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years Ending December 31, 2019, 2020 and 2021

State	Year	Number of Transfers
Total	2019	0
	2020	0
	2021	0

Table No. 3
Status of Franchised REGUS® Outlets for years ending
For Years Ending December 31, 2019, 2020 and 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – other reasons	Outlets at End of Year
Puerto Rico	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Michigan	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Totals	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2

Table No. 4
Status of REGUS® Company-Owned Outlets
For Years Ending December 31, 2019, 2020 and 2021

State	Year	Outlets at Start of Year	Offices Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Alabama	2019	8	0	0	0	0	8
	2020	8	0	0	0	0	8
	2021	8	0	0	0	0	8
Arkansas	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
Arizona	2019	23	0	0	0	0	23
	2020	23	0	0	0	0	23
	2021	23	0	0	0	0	23
California	2019	135	0	0	2	0	133
	2020	133	0	0	6	0	127
	2021	127	0	0	5	0	122
Colorado	2019	24	0	0	0	0	24
	2020	24	1	0	0	0	25
	2021	25	0	0	0	0	25
Connecticut	2019	15	0	0	0	0	15
	2020	15	0	0	1	0	14
	2021	14	0	0	0	0	14
District of Columbia	2019	8	0	0	0	0	8
	2020	8	0	0	1	0	7
	2021	7	0	0	0	0	7
Delaware	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Florida	2019	62	0	0	1	0	61
	2020	61	0	0	1	0	60
	2021	60	0	0	1	0	59

Georgia	2019	31	0	0	2	0	29
	2020	29	0	0	1	0	28
	2021	28	0	0	0	0	28
Hawaii	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Iowa	2019	5	0	0	0	0	5
	2020	5	0	0	1	0	4
	2021	4	0	0	0	0	4
Idaho	2019	3	0	0	1	0	2
	2020	2	0	0	1	0	2
	2021	2	0	0	0	0	2
Illinois	2019	40	0	0	0	0	40
	2020	40	0	0	1	0	39
	2021	39	0	0	0	0	39
Indiana	2019	7	0	0	0	0	7
	2020	7	0	0	0	0	7
	2021	7	0	0	0	0	7
Kansas	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
Kentucky	2019	4	0	0	0	0	4
	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4
Louisiana	2019	10	0	0	0	0	10
	2020	10	0	0	0	0	10
	2021	10	0	0	0	0	10
Massachusetts	2019	26	0	0	1	0	25
	2020	25	1	0	1	0	25
	2021	25	0	0	0	0	25
Maryland	2019	23	0	0	1	0	22
	2020	22	0	0	0	0	22
	2021	22	0	0	0	0	22

Michigan	2019	11	0	0	0	0	11
	2020	11	0	0	0	0	11
	2021	11	0	0	1	0	10
Minnesota	2019	13	0	0	2	0	11
	2020	11	0	0	1	0	10
	2021	10	0	0	0	0	10
Missouri	2019	14	0	0	0	0	14
	2020	14	0	0	0	0	14
	2021	14	0	0	0	0	14
Mississippi	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
Montana	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
North Carolina	2019	24	0	0	4	0	20
	2020	20	0	0	0	0	20
	2021	20	0	0	0	0	20
North Dakota	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Nebraska	2019	4	0	0	0	0	4
	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4
New Hampshire	2019	3	0	0	0	0	3
	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
New Jersey	2019	25	0	0	0	0	25
	2020	25	0	0	0	0	25
	2021	25	0	0	0	0	25
New Mexico	2019	4	0	0	0	0	4
	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4

Nevada	2019	17	0	0	0	0	17
	2020	17	0	0	0	0	17
	2021	17	0	0	0	0	17
New York	2019	55	0	0	3	0	52
	2020	52	0	0	4	0	48
	2021	48	1	0	5	0	44
Ohio	2019	13	0	0	0	0	13
	2020	13	0	0	0	0	13
	2021	13	0	0	0	0	13
Oklahoma	2019	4	0	0	0	0	4
	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4
Oregon	2019	14	0	0	0	0	14
	2020	14	0	0	1	0	13
	2021	13	0	0	2	0	11
Pennsylvania	2019	23	0	0	0	0	23
	2020	23	0	0	0	0	23
	2021	23	0	0	1	0	22
Rhode Island	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
South Carolina	2019	8	0	0	0	0	8
	2020	8	0	0	0	0	8
	2021	8	0	0	0	0	8
South Dakota	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Tennessee	2019	15	0	0	0	0	15
	2020	15	0	0	0	0	15
	2021	15	0	0	0	0	15
Texas	2019	105	0	0	6	0	99
	2020	99	0	0	11	0	88
	2021	88	0	0	1	0	87

Utah	2019	10	0	0	0	0	10
	2020	10	0	0	0	0	10
	2021	10	0	0	0	0	10
Virginia	2019	22	0	0	0	0	21
	2020	21	0	0	1	0	20
	2021	20	0	0	0	0	20
Washington	2019	25	0	0	0	0	25
	2020	25	0	0	0	0	25
	2021	25	0	0	5	0	20
Wisconsin	2019	6	0	0	0	0	6
	2020	6	0	0	1	0	5
	2021	5	0	0	0	0	5
Totals	2019	854	0	0	24	0	830
	2020	830	2	0	32	0	800
	2021	800	1	0	20	0	781

Table No. 5
REGUS® Projected Openings as of December 31, 2012

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In The Next Fiscal Year
Illinois	1	0	0
Ohio	1	0	0
California	0	0	1
Total	2	0	1

Exhibit D to this Disclosure Document list the names of all of our operating franchisees and the addresses and telephone numbers of their REGUS® Offices as of the issuance date of this disclosure document, and also lists the franchisees who have signed Franchise Agreements for REGUS® Offices which were not yet operational as of the issuance date of this disclosure document. Exhibit E lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an Office terminated, cancelled, not renewed, or voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

There are no franchisees who have signed a confidentiality agreement that restricts a current or former franchisee from discussing his or her experience as a franchisee in the REGUS® System during the last 3 years.

There are no trademark specific franchisee associations that we are aware of.

ITEM 21
FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit G are our audited financial statements dated December 31, 2021, December 31, 2020 and December 31, 2019 and our unaudited financial statements for the period ending May 31, 2022. Our fiscal year ends December 31.

ITEM 22
CONTRACTS

Franchise Agreement - Exhibit B

Franchise Office Premises (Schedule 4 to Franchise Agreement)

Guarantee (Schedule 6 to Franchise Agreement)

Template Operating Certificate (Schedule 8 to Franchise Agreement)

Your Owners (Schedule 10 to Franchise Agreement)

Non-Disclosure and Non-Competition Agreement (Schedule 11 to Franchise Agreement)

Conditional Assignment of Lease Agreement (Schedule 12 to Franchise Agreement)

Sample General Release - Exhibit F

ITEM 23
RECEIPTS

Attached as Exhibit L to this disclosure document are detachable documents acknowledging your receipt of this disclosure document.

EXHIBIT A TO FRANCHISE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS AND STATE AGENTS FOR SERVICE OF PROCESS

Our registered agent in the State of Delaware is:

Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

STATE	AGENCY	PROCESS, IF DIFFERENT
California	Department of Financial Protection & Innovation *Los Angeles* 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 *Sacramento* 2101 Arena Boulevard Sacramento, CA 95834 (916) 445-7205 *San Diego* 1455 Frazee Road, Suite 315 San Diego, CA 92108 (619) 525-4233 *San Francisco* One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565 Toll Free (866) 275-2677	Commissioner of Financial Protection & Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344

STATE	AGENCY	PROCESS, IF DIFFERENT
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division P.O. Box 40 Honolulu, HI 96810 (808) 586-2727 (808) 586-2740 (808) 586-2744	Commissioner of Securities of Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch King Kalakaua Building 335 Merchant Street, Room 205 Honolulu, HI 96813
Illinois	Franchise Division Office of Attorney General 500 South Second Street Springfield, IL 62701 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section G. Mennen Williams Building, 1st Floor 525 W. Ottawa St. Lansing, MI 48909 (517) 335-7567	
Minnesota	Minnesota Department of Commerce Securities Unit 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1500	Minnesota Department of Commerce Securities Unit Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101

STATE	AGENCY	PROCESS, IF DIFFERENT
New York	Office of the New York State Attorney General Investor Protection Bureau Franchise Section 28 Liberty Street New York, NY 10005 Phone: (212) 416-8236 Fax: (212) 416-6042	Attention: New York Secretary of State New York Department of State The Division of Corporations One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492
North Dakota	North Dakota Securities Department 600 Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner 600 East Boulevard Avenue State Capitol, Fifth Floor Bismarck, ND 58505-0510
Oregon	Division of Consumer and Business Services Finance and Corporate Securities 350 Winter Street N.E. Labor and Industries Building, Rm 21 Salem, OR 97301 (503) 378-4100	
Rhode Island	Securities Division Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex – Bldg 69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Department of Labor and Regulation Division of Securities 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219-3630 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street Richmond, VA 23219

STATE	AGENCY	PROCESS, IF DIFFERENT
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760 -or 150 Israel Road SW Tumwater, WA 98501	Director of Dept. of Financial Institutions Securities Division 150 Israel Rd. SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions P.O. Box 1768 Madison, WI 53701 -or 345 West Washington Avenue Fourth Floor Madison, WI 53703 (608) 266-2801 (608) 266-2139	Administrator, Division of Securities Department of Financial Institutions 345 W. Washington Ave., 4th Floor Madison, Wisconsin 53703

EXHIBIT B TO FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT AND EXHIBITS

Date: _____ 20[●]

(1) RGN-USF, LLC

The Franchisor

(2) [ ]

The Franchisee

Franchise Agreement for the Operation of a Regus® Office Located at:

_____

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REGUS® FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "**Agreement**") is effective as of _____, 20__ (the "**Effective Date**"). The parties to this Agreement are **RGN-USF, LLC**, a Delaware limited liability company, with its principal business address at 3000 Kellway Drive, Suite 140, Carrollton, TX 75006 (referred to in this Agreement as "**we**," "**us**" or "**our**"), and _____, whose principal business address is _____ (referred to in this Agreement as "**you**," "**your**" or "**Franchise Owner**").

WHEREAS:

(A) We have spent time, money and effort and incurred expense on developing Regus® Offices.

(B) Regus® Offices operate, advertise and market under the Marks and pursuant to the Regus® System.

(C) We wish to expand our network of Regus® Offices and are therefore willing to grant you the rights set out herein to enable you to operate a Regus® Office.

(D) In order to protect the uniformity of the Regus® System for the benefit not only of us but also of you and our other franchisees, you and any Guarantors to this Agreement accept our and any of our affiliates' need to operate the System without restriction.

(E) You and any Guarantors to this Agreement acknowledge that (i) you have read this Agreement and our Franchise Disclosure Document; (ii) you understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain our high standards of quality and service and the uniformity of those standards at each Regus® Office and to protect and preserve the goodwill of the Marks; (iii) you have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that, like any other business, the nature of the business conducted by a Regus® Office may evolve and change over time; (iv) an investment in a Regus® Office involves business risks and your business abilities and efforts are vital to the success of the venture; (v) any information you acquire from other Regus® Office franchisees relating to their sales, profits or cash flows does not constitute information obtained from us, nor do we make any representation as to the accuracy of any such information; (vi) prior to signing this Agreement you have obtained any and all permits, consents, certificates, licenses or memberships necessary for the full legal and proper conduct of a Regus® Office; (vii) you have sufficient finances, including working capital, to discharge your obligations under this Agreement and for the operation of a Regus® Office; (vii) we have advised you to have this Agreement reviewed and explained to you by an attorney.

WHEREBY IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

The expressions detailed in Schedule 1 will have the meanings attributed to them in that Schedule. Other less frequently used expressions are defined in the body of this Agreement.

2. WARRANTY OF COMPLIANCE

2.1 You represent, warrant and undertake to us that as at the Effective Date:

2.1.1 as an inducement to our entry into this Agreement, that all statements you have made and all materials you have submitted to us in connection with your purchase of the franchise are accurate and complete and that you have made not misrepresentations or material omissions in obtaining the franchise;

2.1.2 you have the authority to execute, deliver and perform your obligations under this Agreement and, if you are a business entity, you are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

2.1.3 Schedule 10 contains full details of your Owners and your, the Guarantors' and your Owner's full business interests. You will ensure that your Owners do not relinquish their interest in you or your Regus® Office nor allow any other party to become one of your Owners without our prior written consent (not to be unreasonably withheld but may be conditioned upon the execution of a new Guarantee). You will provide us with such information as we may reasonably request in respect of any such other party;

2.1.4 prior to signing this Agreement you have obtained any and all permits, consents, certificates, licenses or memberships necessary for the full legal and proper conduct of your Regus® Office; and

2.1.5 you have sufficient finance, including working capital, to discharge your obligations under your Business and Marketing Plan for your Regus® Office; and

2.1.6 you understand and acknowledge that we have approved your request to purchase a franchise in reliance on all of your representations.

3. RIGHTS GRANTED AND TERM

3.1 **Rights Granted.** You have applied for a franchise to own and operate a Regus® Office only at the Premises identified on Schedule 4 to this Agreement. Subject to the terms of and upon the conditions contained in this Agreement, we grant you the right to: (a) operate a Regus® Office at the Premises, and at no other location; and (b) use the Marks, Know-How and the System in connection with operating your Regus® Office. The term of this Agreement begins on the Effective Date and expires ten (10) years from the Opening Date (i.e. the date you receive an Operating Certificate) ("**Term**"). This Agreement may be terminated before it expires in accordance with its terms. You agree that you may not operate your Regus® Office from any other location except the Premises, and you may not relocate your Regus® Office for any purpose without our express prior written approval.

3.2 **Rights We Reserve.** We reserve all rights not expressly granted to you pursuant to this Agreement or any other Agreement between you and us. In addition, and without limiting the foregoing, we (and our affiliates) retain all rights with respect to Regus® Offices, the Marks, the sale of similar or dissimilar products and services, and any other activities we (and our affiliates) deem appropriate wherever and whenever we determine, including, without limitation, the right to:

3.2.1 unless otherwise restricted by an agreement between you and us, including, but not limited to, a Multi-Site Development Agreement, issue competing franchises and to directly or indirectly develop and operate competing company-owned businesses under the Marks for or at any locations, including locations that may be in close proximity to your Regus® Office;

3.2.2 to own, operate or manage a similar or Competitive Business or grant a license or franchise for the operation of a similar or Competitive Business anywhere we consider appropriate, including within close proximity to your Regus® Office;

3.2.3 solicit prospective franchisees and grant other persons the right to operate Regus® Offices through national or regional advertising, trade shows or conventions, or using or through the Internet, Intranet or other forms of e-commerce or through similar means;

3.2.4 sell, solicit, recruit and provide services for Regus® Offices or any franchised business not defined as a Regus® Office in this Agreement;

3.2.5 sell, and provide the products and/or services authorized for sale by, Regus® Offices under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels for distribution, including within close proximity to your Regus® Office, pursuant to such terms and conditions as we consider appropriate;

3.2.6 acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Regus® Offices, and operating through ourselves or our affiliates or franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating, including in close proximity to your Regus® Office;

3.2.7 be acquired (whether through acquisition of assets, ownership interest or otherwise, regardless of the form of transaction), buy a business providing products and services similar to those provided at Regus® Offices, or by another business, even if such business operates, franchises and/or licenses Competitive Business (defined below) in close proximity to your Regus® Office;

3.2.8 conduct all internet-related, e-commerce, social media and related communications relating to the operation of Regus® Offices or the selling of products and services offered at any of the Regus® Offices. In this connection, we will have the sole right to establish one or more websites that contain any of the Marks, or that advertise, market or promote any of the services that we authorize for Regus® Offices. You agree to follow our rules and policies with respect to the use of the internet and social media, both for advertising and marketing, and for the conducting of electronic commerce, including online ordering. We may engage in internet and any e-commerce, marketing, promotion and operation, even if those activities affect your customer relationships or potential customer relationships in close proximity to your Regus® Office;

3.2.9 solicit prospective franchisees for, and own and operate, businesses and offices of any other kind or nature, anywhere; and

3.2.10 negotiate and enter into agreements or approve forms of agreements to sell services and products and offer services to any business or organization which owns, manages, controls or otherwise has responsibility for locations in more than one area whose presence is not confined within any one particular franchisee's territory regardless of the contract amount of products to be provided or services to be performed (a "**National Account**"). After we sign a contract with a National Account, we may, at our option, require you to provide services and/or products or perform services to businesses under the National Account contract. You must provide the services unless the rate agreed with our National Account customer for such services is more than fifteen percent (15%) below your then-current and bona fide lowest published rate. If you exercise your right not to provide such services or products to the National Account customer based on the foregoing criteria, then we may direct the National Account customer to seek such services and products from another franchisee or company-owned location even if the National Account customer is located within your Territory without compensation to you.

The term "**Competitive Business**" as used in this Agreement means any business, under any trademarks or tradenames, which produces, offers, sells, distributes or is otherwise involved in, the sale of products or services the same or similar to, or which are competitive with, those services and/or products offered by us, our affiliates or franchisees, which include, but are not limited to, any business offering office or workspace related products or services, including a "virtual office" service, flexible workspaces and/or business lounges.

3.3 **Extension of the Term**

3.3.1 Subject to the remainder of this Section, you may acquire a successor franchise to operate your Regus® Office for up to two (2) additional periods of five (5) years each (each a "**Successor Term**"**)** on the terms and conditions of the franchise agreement we are then using in granting franchises for Regus® Offices (the "**Successor Agreement**"), the terms of which may differ materially from this Agreement, upon providing us with written notice no earlier than nine (9) months but no later than six (6) months before the end of the then current-Term ("**Successor Notice**"). We will respond to your Successor Notice within ninety (90) days of our receipt of the same. You may only give us Successor Notice if at the time such Successor Notice is given:

(a) this Agreement is still in force and has not been terminated;

(b) there is no subsisting breach by you of this Agreement;

(c) you have not during the Term been in Persistent Breach of this Agreement;

(d) there has not been a Substantial Breach of this Agreement that has not been remedied to our satisfaction within the time period provided for by this Agreement, or more than one (1) Substantial Breach of this Agreement (even if those Substantial Breaches have been remedied); and

(e) you are in compliance with your refurbishment requirements as set out in Section 9.1.22 in respect of your Regus® Office.

Failure by you and/or your Owners to complete such requirements in accordance with the timeline specified by us, in our sole discretion, will be deemed a decision by you not to obtain a successor franchise. If you continue to operate your Regus® Office after the expiration of the term of this Agreement and have not entered into a successor franchise agreement you will be bound by the terms of this Agreement subject to either party being entitled to give the other one (1) months' notice of termination at any time and, for the avoidance of doubt, the post termination non-compete covenants will apply from the date of expiration of the one (1) months' notice or such earlier date as we may specify.

3.3.2 Upon the granting of the Successor Term:

(a) you must pay a renewal fee equal to fifteen percent (15%) of the then-current initial franchise fee;

(b) you will not be under a duty to provide any of the initial obligations or any other obligations that are not appropriate for the Successor Term;

(c) we will issue you with a renewed Operating Certificate in respect of your Regus® Office; and

3.3.3 Immediately prior to us granting the Successor Term, you and your Guarantors must have waived all and any claims you or your affiliates (including the Guarantors) have or may have against us or our Affiliates, directors, shareholders, management, employees and agents in respect of this Agreement and any other agreement between us. If you and/or the Guarantors fail to give us this waiver we may refuse to grant you a Successor Term, without us incurring any liability to either you or the Guarantors. This provision will survive the termination of this Agreement.

3.3.4 Your right to request us to grant you a Successor Term for a Regus® Office will cease and be of no effect if:

(a) you or the Guarantors commit a breach of this Agreement or any other agreement between you (including Guarantors) or affiliates and us or our Affiliates such as to justify the termination of this Agreement or which may result in its termination; or

(b) at the time of the Successor Notice we have taken a decision to no longer grant or renew franchise operating rights and are in the process of implementing that decision.

3.3.5 For the avoidance of doubt, you only have the right to two (2) Successor Terms in relation to your Regus® Office, and nothing in this Agreement shall give you the right to operate your Regus® Office for a period longer than twenty (20) years.

3.3.6 You agree that the provisions of this Section 3 are commercially reasonable because commercial and other developments may make further participation in franchising by you or us inappropriate.

You understand and acknowledge that both you and we have the option not to proceed with a Successor Term.

4. OUR INITIAL OBLIGATIONS

4.1 Within a reasonable time period following the Effective Date, we intend to create and agree a detailed draft integration plan ("**Integration Plan**") with you that will outline timings for all the elements below with you; provided however that, if you have already opened other Regus® Offices pursuant to a Multi-Site Development Agreement and separate franchise agreements with us, we may choose not to re-perform some or all of the elements below, which we have already performed under those other franchise agreements). In accordance with the timings detailed in the Integration Plan (and subject to the foregoing) we will:

4.1.1 grant you the right to use the Marks as set out in Schedule 2;

4.1.2 provide you with access to our System Standards Manual, which may be in print versions, electronically or a combination of the two. If there is any conflict or inconsistency between this Agreement and the System Standards Manual, this Agreement shall (to the extend necessary to resolve the conflict or inconsistency) prevail and be authoritative;

4.1.3 furnish you with mandatory and suggested specifications and layouts for a Regus® Office, including requirements for dimensions, design, colour scheme, image, interior layout, decor, and Designated Equipment which include fixtures, equipment, signs, furnishings, and colour scheme;

4.1.4 incorporate your Regus® Office into the booking portal (accessible to customers via the Regus® Website), which, among other things, allows us to provide pre- and post-opening marketing support to you;

4.1.5 provide you with access to the Regus® Technology to assist you to establish and operate your Regus® Office. If any System Changes are required, you will reimburse us any costs we incur in connection with such System Changes within thirty (30) days of our invoice in respect thereof. You must at all times maintain the Regus® Technology as specified in the System Standards Manual. We reserve the right to designate a source from whom you must purchase or license all or some elements of the Regus® Technology we require. If we modify specifications for components of the Regus® Technology you acknowledge and understand that you may incur additional costs;

4.1.6 in accordance with an agreed timetable, provide such Initial Training and support as we deem necessary for your Designated Operator, Sales Manager, Community Manager and Community Assistant via our online training portal (currently called "FUSE", and as may be amended by us from time to time) and by providing Initial Training at our chosen Regus® premises agreed in advance;

4.1.7 provide such training and support as we deem necessary for your key finance employee on the use of our finance system (currently called "SUN", and as may be amended by us from time to time) and its report functions; and

4.1.8 provide access to the Regus® fit-out supply chain.

5. OUR CONTINUING OBLIGATIONS

5.1 In consideration for the Royalty Fee we shall provide you with the right to use our Trade Marks and Trade Dress in accordance with this Agreement.

5.2 In consideration for the Infrastructure Support Payment we shall:

5.2.1 provide you with information regarding our most recent standards, specifications and operating procedures and methods;

5.2.2 provide you with sign specifications, including those for IT and telecoms, for new Regus® Offices when they are updated;

5.2.3 provide you with the latest space planning brief for new Regus® Offices via the System Standards Manual;

5.2.4 provide initial IT support (for Office systems) and subsequent remote helpdesk support to Regus®' system at the standard Regus® internal cost in accordance with the IT&T design guidelines set out in the System Standards Manual;

5.2.5 schedule quarterly performance advice calls with a Regus® Office Manager to you to give you such reasonable continuing advice as we consider necessary to assist you to open and run your Regus® Office (or your Regus® Offices, if you have opened multiple Regus® Offices pursuant to a Multi-Site Development agreement and separate franchise agreements with us);

5.2.6 provide you with access to (and you hereby agree to use) our NCO project management methodology;

5.2.7 provide on-going remote regional property development advice for new Regus® Offices;

5.2.8 provide you with support, know-how and guidance in areas such as management, finance, promotion and methods of operation (including use of the Regus® Technology) to be employed in your Regus® Office. This guidance can be provided in whatever manner we consider appropriate, including electronically. We may, but are not required to, provide on-site assistance at your Regus® Office. We can elect to charge a reasonable fee for any such on-site assistance which you request us to provide. If we believe that your Regus® Office warrants it, we can require that a person designated by us (but at your expense, including travel, wages, lodging and meals) work in your Regus® Office to supervise its day to day operations until your Regus® Office meets our standards as set forth in our System Standards Manual;

5.2.9 assist you with entering into contracts with Customers on such terms as we shall in our discretion consider to be appropriate. You must use standard terms and conditions that we publish and modify from time to time. Notwithstanding the foregoing, we reserve the right to require that certain Customers or all Customers enter into contracts directly with us, including National Accounts;

5.2.10 be responsible for collecting, holding and disbursing any and all service retainer and/or security deposits collected from your Customers under their Services Agreements (the "**Customer Deposits**"). Subject to the terms of the relevant Services Agreement, the Customer Deposits will be held by us (or our nominee) as principal so that we (or our nominee) shall at all times be the beneficial owner of the Customer Deposit (and any and all rights in relation thereto or in connection therewith) and you have shall no interest of any nature whatsoever in the Customer Deposit (or any rights in relation thereto or in connection therewith), provided that you shall be entitled to reimbursement by us (or our nominee) in respect of any failure by the relevant Customer to perform its obligations under the relevant Services Agreement and in respect of which a deduction may be made from the relevant Customer Deposit. On your instruction, but provided that the Customer is entitled to reimbursement of the Customer Deposit under its Services Agreement, we (or our nominee) shall repay the Customer Deposit to the relevant Customer in accordance with the terms of the relevant Services Agreement, subject to any deductions required to be made in accordance with its terms which shall be promptly paid to you. For the avoidance of doubt, we (or our nominee) shall not hold the Customer Deposits as your undisclosed agent or on trust for you, and we (or our nominee) shall have no obligation to pay any Customer Deposit to you other than by way of reimbursement in accordance with this Section. We shall have no liability to your Customers for the provision of any Services provided by you or the operation of your Regus® Office, other than we shall be responsible for reimbursing

the Customer Deposits in accordance with, and subject to any deductions required by, the relevant Services Agreement. Notwithstanding the foregoing, we reserve the right to modify the collection process at any time to require that you collect all Customer Deposits and remit payment to us in the manner we prescribe in our sole and absolute discretion;

5.2.11 generate and provide invoices to your Customers for the Customer Fees in respect of the Services provided by you to them using information which your employees are required to input into the Regus® Technology. We will calculate the amount payable to you each month in respect of the Customer Fees we receive in that month and pay it to you in accordance with Section 10 (Financial Obligations). Notwithstanding the foregoing, we reserve the right to modify the invoice process at any time to require that you invoice Customers directly and remit payment to us in the manner we prescribe in our sole and absolute discretion. Furthermore, notwithstanding the fact that we (or one of our Affiliates) may generate and provide invoices to your customers for the Customer Fees, you acknowledge and agree that we shall have no liability or responsibility to such Customers in connection with the Services provided (or due to be provided) by you to them or the operation of your Regus® Office. You will indemnify and keep us and our Affiliates indemnified against all Loss, damages or liability incurred by us and/or our Affiliates (as applicable), as a result of any Customer bringing a claim against us or our Affiliates in connection with your Regus® Office and/or the Services you provided (or were due to provide) to that Customer;

5.2.12 provide the Designated Operator (and such other members of your staff as we may reasonably require) with such further ongoing training in the System and support as we deem reasonably necessary and appropriate. Such training shall be provided at our premises in the United States, unless we notify you otherwise; and

5.2.13 collect any Customer Fees that have been invoiced to a Customer but remain unpaid past the due date together with any late charges, fees or interest that may apply. Notwithstanding the foregoing, we reserve the right to modify the collection process at any time to require that you collect some or all fees directly from Customers and remit payment to us in the manner we prescribe in our sole and absolute discretion;

5.2.14 provide you with the Franchised Services. For the avoidance of doubt, you will be solely responsible for inputting the correct information and data in to the Regus® Technology (including our central reservation system, currently called "Titan", as may be amended from time to time), including all contact, billing and set-up information for your Customers. We will have no responsibility or liability to you or any of your Customers for any inaccurate content or information included in (or missing content or information from) any invoice or other document we provide to your Customers, or otherwise produce on your behalf, that has been produced using the information you have input into the Regus® Technology.

5.3 We will assist you with setting up your single-unit Regus® Office by providing you with the following set-up consulting services in accordance with an agreed set-up plan for your Regus® Office:

5.3.1 advice on Site selection;

5.3.2 materials for the lease negotiations;

5.3.3 fit-out project management oversight support and assistance to establish an operational Regus® Office;

5.3.4 assistance with the space plan layout of your Regus® Office;

5.3.5 assistance with the design of your Regus® Office including design specifications; and

5.3.6 support and advice on the bidding process.

You and any Guarantors acknowledge and agree that in providing your Regus® Office with any services, we do not give any warranty, representation or guarantee, express or implied, of any kind as to the commercial viability of your Regus® Office (including its location, design or layout) and any advice we give as part of these services is given strictly without us incurring any liability to you, and we have no responsibility for or liability in relation to how your Regus® Office is designed, set up and/or run by you.

5.4 If you desire us to provide additional services to assist you in opening your Regus® Office, we will discuss, agree and document by way of additional agreement or side letter the terms on which we will provide such additional services, including the fees payable to us for the provisions of such additional services.

5.5 In consideration for the Marketing Fund Fee we will:

5.3.1 establish a fund for such advertising, marketing and public relations programs and materials on a system-wide basis that we deem necessary or appropriate in our sole discretion (the "**Marketing Fund**").

5.3.2 direct all programs financed by the Marketing Fund, with sole control over the creative concepts, materials and endorsements, and the geographic, market and media placement and allocation. You agree that the Marketing Fund may be used to pay the costs of preparing and producing video, audio and written and digital advertising materials; developing, enhancing and maintaining an electronic commerce and online ordering web presence; administering system-wide regional and multi-regional advertising programs, including, without limitation, purchasing direct mail, internet, social media and other media advertising and employing advertising, promotion and marketing agencies; marketing and advertising training programs and materials; and supporting public relations, market research and other advertising, promotion and marketing activities. We maintain ownership of all market research, designs, copyrights, and other data, materials and property financed through the Marketing Fund. The Marketing Fund periodically may furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies and individual requests of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges.

5.3.3 hold all Marketing Fund Fees for the benefit of the contributors and use Marketing Fund Fees only for the purposes described in this Section of this Agreement. The Marketing Fund is not our asset or a trust. We do not owe any fiduciary obligation to you for administering the Marketing Fund or for any other reason. The Marketing Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead, including rent and utilities, as we may incur in activities related to the administration of the Marketing Fund and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the Marketing Fund. No money will be spent by the Marketing Fund to primarily solicit new franchisees. Some media placement may advertise that franchises are available to be purchased, but it will be done in conjunction with the program of the Regus® brand. We may spend, on behalf of the Marketing Fund, in any fiscal year an amount greater or less than the aggregate contribution of all Regus® Offices to the Marketing Fund in that year. The Marketing Fund may borrow from us or others to cover deficits or invest any surplus for future use. If we lend money to the Marketing Fund, we may charge interest at an annual rate 1% greater than the rates we pay our lenders. We will prepare an annual statement of monies collected and costs incurred by the Marketing Fund and furnish the statement to you upon written request; provided however that, we will not provide you with more than one (1) copy of such annual statement in any calendar year. We have the right to cause the Marketing Fund to be incorporated or operated through a separate entity at such time as we deem appropriate, and such successor entity will have all of the rights and duties specified in this Agreement.

5.3.4 endeavor to utilize the Marketing Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all Regus® Offices, however we undertake no obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Marketing Fund by Regus® Offices operating in that geographic area or that any Regus® Office will benefit directly or in proportion to its contribution to the Marketing Fund from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this Section 5.3, we assume no direct or indirect liability or obligation to you with respect to collecting amounts due to, or maintaining, directing or administering, the Marketing Fund.

5.3.5 collect for deposit into the Marketing Fund any advertising, marketing or similar allowances paid to us by suppliers who deal with Regus® Offices and with whom we have agreed that we will so deposit these allowances. These payments are different from those which are not designated by suppliers to be used exclusively for advertising or similar purposes and which we and our affiliates, therefore, may use for any purposes we and they deem appropriate. We have the right, but no obligation, to use collection agents and institute legal proceedings to collect Marketing Fund Fees at the Marketing Fund's expense. We also may forgive, waive, settle and compromise all claims by or against the Marketing Fund. Except as expressly provided in this subsection, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing or administering the Marketing Fund.

5.3.6 provide you with global support from our international sales team ("**IST**") for inquiry handling where such inquiries are made directly to us.

6. PROCEDURE FOR OPENING THE BUSINESS OFFICES

Opening a Regus® Office is a three (3) stage process. Firstly the Site (defined below) must be approved by us. Secondly the Site must be acquired by you and then fitted out to our satisfaction. Thirdly we will issue an Operating Certificate provided your Regus® Office meets our requirements.

6.1 Stage One – Premises approval, Notifying us of a potential site

6.1.1 If you have not done so prior to signing this Agreement, you (with or without our assistance) must, within ninety (90) days of signing this Agreement, locate a site for the Premises that we (in our reasonable discretion) have accepted (such acceptance includes approval of the lease or other occupancy rights by us) ("**Site**"). You and we agree on a geographic area (the "**Site Selection Area**") within which you locate a Site for your Regus® Office. You must operate your Regus® Office only at the location we have approved. The Site Selection Area is used only for selection of a location for your Regus® Office, grants no territorial rights or protection, and, after we approve a location, the Site Selection Area is null and void. You must use a real estate search consultant or broker that we have approved in advance to assist you in your real estate search, and we may receive a free from such consultant or broker paid to us directly or by your landlord (if this fee is paid to you for any reason then you must pay that fee to us). The Site must meet our criteria in connection with any factors or characteristics that we, in our sole and absolute discretion, consider appropriate, which may vary periodically and from location to location. You must submit the following information about the Site and documents to us:

(a) the address and photograph of the Site together with a detailed location plan;

(b) such preliminary drawings and floor plans as we may request;

(c) confirmation that you have engaged an Approved Contractor for any design, fit out or construction services;

(d) details of the legal basis (such as a lease) on which you will occupy the Site; and

(e) an Office Business Plan. You agree to update your Regus® Office Business Plan as part of the update of the Business and Marketing Plan, in accordance with Section 11.

6.1.2 **Our approval of a Site**

(a) Within thirty (30) days following the receipt of all the information required in Section 6.1.1 we may request such further information as we reasonably require to make our decision or indicate in writing whether or not the Site is approved.

(b) We will provide our response to you within thirty (30) days of our receipt of the information required in Section 6.1.1 or (if applicable) any further information requested in accordance with Section 6.1.2(a) (the "**Information Notification Date**").

(c) If we do not respond within thirty (30) days of the Information Notification Date our approval will be deemed not to have been given.

(d) By giving our approval to any Site, we do not give any warranty, representation or guarantee, express or implied, of any kind as to the commercial viability of the Site or its suitability as a site for a Regus® Office. Our recommendation or acceptance of the Site indicates only that we believe that the Site falls within the acceptable criteria for the Site and Site that we have established as of the time of our recommendation or acceptance of the Site. Application of criteria that have appeared effective with respect to other Site may not accurately reflect the potential for all Site, and, after our acceptance of the Site, demographic and/or other factors included in or excluded from our criteria could change to alter the potential of the Site. The uncertainty and instability of such criteria are beyond our control, and we will not be responsible for the failure of a Site we have recommended or accepted to meet expectations as to potential revenue or operational criteria.

(e) We will grant you a protected territory ("**Territory**") that will typically consist of only the building in which your Regus® Office is located (or if the building has multiple towers or parts then it may be a specific tower or part of that building). We may redefine your Territory if you do not meet certain occupancy requirements that we may establish and modify from time to time. So long as you are in compliance with the terms and conditions of this Agreement, we will not establish, nor license any other person the right to establish, another Regus® Office at any location within the Territory after your location is chosen. For the avoidance of doubt, your Territory will not be exclusive in terms of marketing or location of customers, and you may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

6.1.3 **Failure to Approve a Site**

If we do not approve a Site in accordance with Section 6.1.2 above, you will not open a Regus® Office at such Site. We shall not be held liable for any direct or indirect costs and losses that you may suffer as a result of our failure to approve any Site.

6.2 **Stage Two - Acquisition and Preparation of the Premises**

6.2.1 Following our approval of the Site under Section 6.1.2 above, such Site shall become the approved Premises for your Regus® Office and we shall unilaterally update Schedule 4 accordingly. With regard to the Premises, you will:

(a) unless you purchase the Premises (see Section 6.2.1(b) below), proceed to complete the rental of the Premises within ninety (90) days of the Effective Date if you have not already done so and provide us with a certified true copy of the rental agreement(s) ("**Lease**") and/or, if we so require, a summary of the main provisions of the Lease. For the avoidance of doubt, you must not create or enter into any obligations on our behalf in respect of the Lease. You and

lessor must execute our form Conditional Assignment of Lease attached to this Agreement as Schedule 12;

(b) as an alternative to leasing the Premises (see Section 6.2.1(a) above), you may purchase and own any or all of a Premises directly, or through affiliates within ninety (90) days of the Effective Date so long as your loan documents contain (i) a provision which requires any lender or mortgagee concurrently to provide us with a copy of any written notice of deficiency or default under the terms of the loan or mortgage sent to you or your affiliates or the purchaser; (ii) a provision granting us, at our option, the right (but not the obligation) to cure any deficiency or default under the loan or mortgage (should you fail to do so) within fifteen (15) days after the expiration of a period in which you may cure such default or deficiency; and (iii) a provision which expressly states that any default under the loan or mortgage, if not cured within the applicable time period, constitutes grounds for termination of this Agreement;

(c) secure all financing required to develop and operate your Regus® Office;

(d) have an architect designated or approved by us prepare all required construction plans and specifications, based on our design drawings and specifications, to suit the shape and dimensions of the Premises

(e) obtain any necessary building, construction, planning permissions and any other necessary authorities or consents;

(f) ensure that any plans and specifications for the Regus® Office are approved by us and comply with all applicable laws and regulations including, but not limited to, those arising under the Americans with Disabilities Act or similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements and Lease requirements and restrictions;

(g) notify us that you have commenced to construct your Regus® Office within fourteen (14) days after it begins and provide us with progress reports at least every other week thereafter; and

(h) construct and/or fit out your Regus® Office in accordance with the approved plans and specifications at your sole cost and expense. In constructing and/or fitting out your Regus® Office you will only use an Approved Contractor (see Section 7). In order to comply with our quality standards, to maintain the uniform appearance of the Regus® System and your Regus® Office and to present the Trade Dress in accordance with our requirements you will install and use at your own expense only the signage, equipment, fixtures and fittings which have been supplied by manufacturers or suppliers approved in writing by us.

6.2.2 **Our Right of Inspection**

We will be entitled, and will be given all necessary facilities and information, to inspect your Regus® Office to ascertain whether our specifications and requirements are being complied with.

6.2.3 **Completing Initial Training**

(a) You, (or, if you are a Business Entity, one of your owners), your Designated Operator, Sales Manager, Community Manager and Community Assistant will complete our Initial Training Program at least ninety (90) days prior to opening for your Sales Manager and thirty (30) days prior to opening for your Community Manager and Community Associate.

(b) The Initial Training Program will be conducted at such location as we may designate in our business judgment.

(c) If we determine that you, the owner, your Designated Operator, Sales Manager, Community Manager and Community Assistant or any employee has not successfully completed the Initial Training Program, we can require such person, at your own expense, to undertake further training and if such person does not undertake such further training or fails to achieve our required standard during such further training then we can terminate this Agreement.

(d) While we do not charge a fee for the Initial Training Program, you will be responsible for all travel, living, incidental and other expenses of all persons attending.

(e) For the avoidance of doubt, in the event that this Agreement is not in relation to your first Office and you or, if you are a Business Entity, an owner, have already undertaken and passed the training, we shall not provide any further Initial Training to you, unless you specifically requested this and the costs of such further training shall be borne by you.

6.2.4 **Notifying us of Completion**

(a) You will keep us informed as to the progress of the construction and/or fitting out of your Regus® Office and give us notice of any changes to your proposed opening date.

(b) When the proposed Regus® Office is complete you will confirm to us in writing that your Regus® Office:

(i) is complete in all respects;

(ii) we have been furnished with copies of all insurance policies required by this Agreement, or such other evidence of insurance coverage and payment of premiums as we request or accept;

(iii) all amounts then due to us or to any affiliate have been paid;

(iv) complies in every respect with the detailed plans, standards and specifications as required or approved by us; and

(v) is ready to open for business.

(c) Following receipt of this notification we or our nominated representatives will be entitled to inspect your Regus® Office to ascertain whether it complies with our specifications and requirements and is fit and ready for us to approve to be operated as a Regus® Office. If we do not exercise our right to inspect your Regus® Office before granting approval, such approval is granted on the basis that you hereby represent and warrant that your Regus® Office is compliant in every respect with the detailed plans, standards and specifications required or approved by us and such approval is strictly subject to our right to inspect your Regus® Office at a later date and to require changes to your Regus® Office at that time.

6.3 **Stage Three – Granting the Operating Certificate and Grand Opening**

6.3.1 You agree to open your Regus® Office for business within twelve (12) months following the Effective Date and within thirty (30) days after we notify you that the above conditions in this Section 6 have been satisfied.

6.3.2 We will provide you with an Operating Certificate when it is appropriate to do so in accordance with Section 6.2 above. If the Lease for your Regus® Office is terminated or expires (and not immediately renewed) during the Term (or Successor Term, as applicable), it shall constitute a Termination Event and we shall have the right to terminate this Agreement pursuant to Section 15.

6.3.3 If the proposed Regus® Office is not fit and ready to be inspected at the time for inspection (whether before or after approval) you will pay to us on demand our reasonable expenses incurred

related to the inspection as well as our reasonable expenses in respect of each subsequent inspection visit which may be necessary (calculated in accordance with Section 10.3). You will immediately comply with any requirements notified to you by us or our designated representative to make your Regus® Office ready for operation and will make the proposed Regus® Office available on request for further inspections by us or our designated representative. If we inform you that your Regus® Office does not comply with the standards required of our Regus® franchisees in accordance with this Agreement we will inform you of the areas of non-compliance in writing and you will at our request close your Regus® Office until such works as we deem appropriate are completed to our satisfaction in order to achieve compliance with those requisite standards.

6.3.4 No Regus® Office will be opened for trading by you without our permission if you are in Substantial Breach of this Agreement.

6.3.5 Before opening a Regus® Office an Operating Certificate must have been executed by both us and you.

6.3.6 You will observe and perform the agreements, obligations, covenants and stipulations contained or referred to in the Lease of your Regus® Office opened and operated by you.

6.3.7 We may revoke the Operating Certificate if you fail to observe your obligations under this Agreement in respect of your Regus® Office. If we revoke an Operating Certificate you will immediately cease operation of your Regus® Office and debrand it to our satisfaction.

6.3.8 You must conduct grand opening advertising that we specify during the period before and following the opening of your REGUS® Office. Such advertising and promotion will utilize the marketing and public relations programs and media and advertising materials we have developed or approved.

7. APPROVED CONTRACTORS

7.1 You shall only use and appoint Approved Contractors for any design, fit out and/or construction services required in relation to your Regus® Office.

7.2 If you wish to use or appoint a contractor who is not currently approved by us as an Approved Contractor, then you may request (in writing) that such contractor is added to our list of Approved Contractors. On receipt of such request we reserve the right to require you to comply with the provisions below:

7.2.1 you will provide us with all information regarding the relevant contractor that we may request and, where appropriate, the contractor may be required to provide us with details evidencing its experience and expertise in providing such products, design, fit out or construction or other services as are being requested by you;

7.2.2 we shall be entitled to perform, at your cost, any visits to the contractor's premises, inspections of previous work performed and interviews with former customers of the contractor we consider are required to determine whether the contractor meets our current standards and specifications. We may consider in providing such approval not just the quality standards of the products or services, but their delivery capabilities, financing terms and ability to service our franchise system as a whole; and

7.2.3 we will have ninety (90) days from receipt of the information to approve or reject the proposed new supplier or product(s).

7.3 By giving our approval to a contractor approved in accordance with Section 7, we do not give any warranty, representation or guarantee, express or implied, of any kind as to the suitability or quality of that contractor.

7.4 We may from time to time review the quality of the design, fit out and/or services being provided by Approved Contractors and their capacity and facilities. We may, consequently, remove an Approved

Contractor from the list of Approved Contractors. In such event we shall by notice in writing advise you of such intended action and shall afford you a reasonable opportunity to substitute or replace such Approved Contractor prior to effecting and confirming such removal. We shall have the right at any time thereafter to notify you that the relevant Approved Contractor is no longer an Approved Contractor for the purposes of this Agreement.

7.5 You acknowledge that we and our affiliates have the express right to receive payments from Approved Contractors on account of such contractors' dealings with you and other franchise owners, and may use any amounts so received without restriction and for any purpose we and our affiliates deem appropriate. We or our affiliates may concentrate purchases with one or more suppliers or distributors to obtain lower prices or the best advertising support or services. You consent to all vendors, including Approved Contractors, providing us with information on your payment and account status, as well as access to copies of orders, shipments, deliveries and payment information.

8. YOUR OBLIGATIONS CONCERNING THE MARKS

You undertake to comply with your obligations concerning the Marks as detailed in Schedule 2.

9. YOUR GENERAL OBLIGATIONS

9.1 You agree at all times during the Term:

9.1.1 **Best Endeavours**

to use your best endeavours to maintain and increase the turnover of your Regus® Office and not to do anything that would reduce the profitability of your Regus® Office;

9.1.2 **Carry on Your Regus® Business**

to carry on your Regus® Business in compliance with this Agreement under the Marks and no other name as detailed in the System Standards Manual, using such Marks as we from time to time deem appropriate, and use best endeavours to promote the Marks in accordance with the Business and Marketing Plan (as further detailed in Section 11);

9.1.3 **Communication Links**

to maintain the communication links with us as specified in the System Standards Manual including electronic links and remote access for our computers to the categories of information specified in the System Standards Manual if any and email;

9.1.4 **Competition**

(a) not to be directly or indirectly engaged, concerned or interested in any business which produces, offers, sells, distributes or is otherwise involved in a Competitive Business;

(b) to ensure that none of your Affiliates or your Owners are directly or indirectly engaged, concerned or interested in a Competitive Business, and to ensure that each of your Owners sign an individual undertaking of non-competition in the form attached at Schedule 11;

(c) not to procure and ensure that the Guarantors, your Owners and your Affiliates do not, acquire or have any direct or indirect interest as a disclosed or beneficial owner in any Competitive Business or any Competitive Business Interest during the Term unless we have approved such acquisition in writing in advance, such approval to be at our sole discretion;

(d) not to perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, wherever located, including but not limited to providing financial support for a Competitive Business; and

9.1.5 **Compliance with Regulations, Good Business Practices, Abandonment**

(a) to secure and maintain in force all required licenses, permits and certificates relating to the operation of your Regus® Office and must operate your Regus® Office in full compliance with all applicable laws, ordinances and regulations, including government regulations relating to privacy laws and regulations, occupational hazards, health, environment, worker's compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes;

(b) to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws. In connection with that compliance, you and your Owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your Owners otherwise are not in violation of, any of the Anti-Terrorism Laws. Any violation of the Anti-Terrorism Laws by you or your Owners, or any blocking of your or your Owners' assets under the Anti-Terrorism Laws, constitutes good cause for immediate termination of this Agreement.

(c) to make certain all advertising and promotion by you is completely factual conforms to the highest standards of ethical advertising;

(d) to refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the Marks, the System, and other Regus® Offices;

(e) to adhere to the highest standards of honesty, integrity, timeliness, respect, fair dealing and ethical conduct in all business dealings;

(f) to notify us in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect your operation or financial condition or that of your Regus® Office and of any notice of violation of any law, ordinance, or regulation relating to your Regus® Office.

9.1.6 **Confidentiality and Undertakings**

(a) not to divulge or communicate to any person (other than those who need to know for the purpose of your Regus® Office or upon our instructions or with our written approval) nor use for your own purposes or for purposes other than your Regus® Office any of the Confidential Information which you may have received or obtained during the Term;

(b) to use your best endeavours to prevent the publication or disclosure by any other person of any of such Confidential Information provided that this restriction shall apply indefinitely but shall cease to apply to information and materials: (i) that are or subsequently become publicly available without your breach of any duties owed to us; (ii) was known by you prior to us disclosing it; or (iii) became known to you from a source other than us, other than by the breach of an obligation of confidentiality owed to us. In addition, you may disclose Confidential Information as required to comply with lawful requests or binding orders of regulators or other governmental entities that have jurisdiction over it; provided that you must (a) give us reasonable written notice to allow us to seek a protective order or other appropriate remedy, (b) only disclose only such Confidential Information as is required by the governmental entity, and (c) use commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed;

(c) to procure that your directors sign an undertaking of confidentiality and non-competition in such similar form as we may approve or require from time to time;

(d) if, in the course of the operation of your Regus® Office, you or your personnel, or your affiliates or their personnel, develop Operational Improvements, to immediately disclose such Operational Improvements to us. We will be deemed to own the Operational

Improvements and may use them and authorize you and others to use them in the operation of Regus® Offices. By this paragraph, you assign ownership of any Operational Improvements, and all related rights to that Improvement to us and agree to take whatever action (including signing assignment, foreign or domestic registrations, applications or notifications, or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in such Improvement. Operational Improvements will then also constitute Confidential Information; and

(e) to not make unauthorized copies of any portion of the Confidential Information.

9.1.7 **Customers' Access to Information**

not to withhold information legally required to be given to Customers, nor make any misleading warranties or representations in respect of your Regus® Office, in the conduct of your Regus® Business but to make only such representations in respect of your Regus® Office as we may from time to time require or permit;

9.1.8 **Data Protection**

(a) to comply with the provisions of Schedule 5 at all times; and

(b) to indemnify and hold us and our Affiliates harmless against all Losses suffered or incurred by us or our Affiliates arising out of or in connection with your breach of Schedule 5;

9.1.9 **Employees**

(a) to hire, train, and supervise honest, reliable, competent and courteous personnel for the operation of your Regus® Office. You must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings required by law) due for your personnel. All personnel at your Regus® Office will be employees of yours and not of ours. You must ensure that a sufficient number of trained employees are available to meet the operational standards and requirements of your Regus® Office at all times. You must ensure that your employees perform their duties in compliance with the terms of the System Standards Manual and any other materials applicable to employees that we communicate to you, including, but not limited to wearing the clothing or uniforms we specify, maintaining a neat and clean appearance, and conducting themselves in a courteous and helpful manner toward customers and prospective customers. You may give your employees only the minimum amount of information and material from the System Standards Manual that is necessary to enable them to perform their assigned tasks. You must ensure that your employees do not make or retain any copies of the System Standards Manual or any portion thereof. You will cause your personnel to enter into such contracts as we may specify so as to protect our goodwill and Confidential Information and ensure copies of the same are forwarded to us immediately after execution and the terms of such agreements are enforced by you. We do not control the day-to-day activities of your employees or the manner in which they perform their assigned tasks. We also do not control the hiring or firing of your employees; and

(b) to keep us advised, in writing, of all personnel involved in the operation of your Regus® Office. your Regus® Office must be personally managed on a full-time basis by you or, if you are a Business Entity, an owner and an Sales Manager, Community Manager and Community Assistant who have been approved by us, have successfully completed mandatory training and have met the standards specified by us (which for the avoidance of doubt shall include minimum levels of experience in the operation of offices similar to Regus® Offices as well as any other qualifications as we may require). Your Sales Manager may be responsible for no more than two (2) Regus® Offices. If your Sales Manager,

Community Manager or Community Associate is replaced, the new Manager or Associate must attend the Initial Training Program at your sole cost and expense within thirty (30) days of their hire date. In the event that you are not able to source a suitable Sales Manager, Community Manager and/or Community Assistant who meet the criteria which we require, we may (but shall not be obliged to) offer assistance with the recruitment of such Sales Manager, Community Manager and/or Community Assistant. Such assistance may include appointing an external recruitment agency to recruit a suitable Sales Manager, Community Manager and/or Community Assistant and the costs of such recruitment agency shall be met by you. Notwithstanding the foregoing and for the avoidance of doubt, the decision whether or not to employ any candidate referred by any recruitment agency shall be yours and yours alone;

9.1.10 **Goodwill**

you accept and agree that all goodwill in the System, the Marks and the Regus® Office business belongs to us, and that any additional goodwill generated from their use or exploitation in your Regus® Office belongs to us and is held by you solely as our trustee. Further, all of the Customers of your Regus® Office are, for the purposes of this Agreement (but not as regards any liability for services or otherwise), our customers and not yours;

9.1.11 **Hours**

to carry on your Regus® Office business from your Regus® Office at the Premises during customary business hours and business days or as otherwise specified in the System Standards Manual;

9.1.12 **Information**

(a) to provide us with all financial and other information and reports specific to your Regus® Office as specified in the System Standards Manual and this Agreement;

(b) to provide us, within ninety (90) days after the end of your fiscal year, annual profit and loss and source and use of funds statements and a balance sheet for your Regus® Office as of the end of such fiscal year;

(c) within ten (10) days after our request, exact copies of federal and state income and other tax returns and such other forms, records, books and other information we may periodically require;

(d) the preparation and accuracy of all information which you submit pursuant to this Agreement and the System Standards Manual shall be your responsibility;

(e) you acknowledge and agree that we have the right to disclose data derived from any report you provide to us. We also have the right to require you to have reviewed or audited financial statements prepared on an annual basis; and

(f) you acknowledge and agree that we have the right, as often as we deem necessary (including on a daily basis) to access your Regus® Office computer system and all other electronic systems that you are required to maintain in connection with the operation of your Regus® Office and to retrieve all information relating to your Regus® Office's operations, and to share such information with other franchisees in the System through reports; you also acknowledge and agree that other franchisees may access our inventory management, availability and ordering systems, which will include information regarding your REGUS® Office, so that other franchisees may facilitate sales for your REGUS® Office.

9.1.13 **Inspection and Access to Employees and Customers**

(a) to permit us and/or our agent on reasonable notice (and, if necessary, make arrangements to enable us and/or our agent) to visit your Regus® Offices during normal business hours and inspect the quality of your Regus® Office and to speak to its Customers and your employees at your Regus® Office or elsewhere about your Regus® Office and the services provided by you so as to ensure that the standards required by us and associated with the Marks are being achieved and maintained; and

(b) to cooperate with us fully in connection with any such inspections.

9.1.14 **Pricing**

you accept and agree that we reserve the right, at any time and from time to time, to establish maximum, minimum, or other pricing requirements on prices that you may charge for products or services to the fullest extent allowed by applicable law, which may include regional, special venue or demographic variations.

9.1.15 **Insurance**

(a) to maintain in force, at your sole expense, commercial general liability insurance; employee dishonesty; money and securities; cyber liability insurance; business interruption insurance; employer's liability / worker's compensation insurance compliant with jurisdictional requirements; personal and real property coverage for full replacement value; automobile coverage (including non-owned automobiles), naming us and our affiliates and our and their respective owners as additional named insured or loss payees against any loss, liability, personal injury, death, property damage or expense from fire, lightning, theft, vandalism, malicious mischief and the perils included in an extended coverage endorsement, arising or occurring upon or in connection with your Regus® Office, as well as any other insurance applicable to any other special risks we reasonably require for your protection; plus any additional insurance required by your lender or landlord. All such insurance must contain the minimum liability coverage (on an occurrence and aggregate basis) we prescribe from time to time All insurers must meet with our approval, including, but not limited to, meeting our required minimum ratings of having a company with an A.M. Best rating of A or better underwrite all of your insurance policies. You must name us and any Affiliates we designate as additional named insureds and provide for thirty (30) days' prior written notice to us of a policy's material modification, cancellation or expiration;

(b) you understand and agree that we may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverages (including reasonable excess liability insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances;

(c) to routinely furnish us copies of your Certificates of Insurance or other evidence of your maintaining this insurance coverage and paying premiums; and

(d) you understand and agree that if you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may (but need not) obtain such insurance for you and your Regus® Office on your behalf, in which event you will cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance.

9.1.16 **Internet, Social Media and Software**

(a) you may not establish a presence on, or market using, the Internet in connection with your Regus® Office without our prior written consent. We have the right to control or designate

the manner of your use of all URLs, domain names, website addresses, metatags, links, key words, e-mail addresses and any other means of electronic identification or origin ("**e-names**"). We also have the right to designate, approve, control or limit all aspects of your use of the Internet, Intranet, World Wide Web, wireless technology, digital cable, use of e-names, e-mail, home pages, bulletin boards, chat rooms, social networking sites, linking, framing, online purchasing cooperatives, marketplaces, barter exchanges, and related technologies, methods, techniques, registrations, networking, and any electronic communication, commerce, computations, or any means of interactive electronic documents contained in a network of computers or similar devices linked by communications software or hardware (collectively, "**e-commerce**"). You acknowledge and agree that the domain name Regus® Website and any other domain names that we develop shall be the sole and exclusive property of us or our Affiliates;

(b) you may not participate in Social Media without our written consent and any such participation shall be in compliance with our then-current policies and procedures.

(c) You will fully indemnify us against all and any costs, claims and demands made against us or our Affiliates relating to your ecommerce activities and any Social Media pages;

(d) that at your own cost you will take a license for and use in your Regus® Office such software as we deem to be appropriate from time to time. You will at all times comply with the terms of the software license; and

(e) that at your own cost you will take a license for and use in your Regus® Office such software as we deem to be appropriate from time to time. You will at all times comply with the terms of the software license.

(f) you will purchase, maintain and operate such hardware and software as we require to enable you to take an active part in the Regus® Office business's intranet. You will not permit any third party to use the intranet.

9.1.17 **Designated Operator/Management**

to ensure that at all times there is a Designated Operator, previously approved by us in writing, who devotes his/her full time, attention and effort to your Regus® Office and that he enters into an Undertaking of Confidentiality and Non Competition in a form previously approved by us. If the Designated Operator is unable to comply with the provisions of this Section you will arrange for a suitable replacement subject to our prior written approval. If you cannot provide such a suitable replacement we shall have the right to terminate this Agreement in accordance with Section 15 (Termination);

9.1.18 **Marketing**

(a) to ensure that your marketing and advertising is in good taste and conforms to ethical and legal standards and our requirements. Samples of all advertising and promotional materials for any media, including the internet, World Wide Web or otherwise, must be submitted to us for our review and approval prior to use, which approval we can give subject to conditions or withhold in our discretion. If you do not receive written approval or disapproval within thirty (30) days after our receipt of such materials, they will be deemed disapproved. You must not use any advertising or promotional materials that we have disapproved, whether or not you have already printed or developed them. You agree not to use any materials or programs that we disapprove at any time and you must use all materials and programs designated by us as mandatory. You will ensure that all advertising and all activities aimed at actively seeking customers for your Regus® Office that you undertake is not aimed

principally at customers located in a market where we or another franchisee has a Regus® Office;

(b) to advertise and promote your Regus® Office at your sole expense and only in line with the Business and Marketing plan. You will spend between zero percent (0%) and two percent (2%) of the Gross Revenue of your Regus® Office to advertise and promote your Regus® Office ("**Local Marketing Expenditure**"), with the initial required amount to be zero percent (0%), and subject to increase by us to a maximum of two percent (2%) at any time during the Term. If you fail to make the required minimum expenditures for local advertising and promotion, we may, at our option, require you to: (i) contribute the deficient amount to the Marketing Fund; or (ii) reimburse us for amounts that we spend on your behalf to satisfy your local advertising obligation, plus your related expenses. Notwithstanding the foregoing, if your Regus® Office participates in a Co-op, as described below, any amount you contribute to the Co-op will count toward the marketing specific to your Regus® Office portion of your local marketing requirement. You shall submit to us, within thirty (30) days of our request, advertising expenditure reports accurately reflecting your Local Marketing Expenditures, including verification copies of all marketing and any other information that we require;

(c) if an association of Regus® Office franchise owners is established in a geographic area in which your Regus® Office is located (the "**Co-op**"), you must join and actively participate in it. You also must contribute to the Co-op The greater of: (i) the amount that we are currently requiring you to spend on local marketing; and (ii) such amounts as are determined from time to time by the Co-op, not to exceed two percent (2%) of monthly Gross Revenue. The Co-op will adopt its own rules, regulations and procedures, which you must follow. However, the rules, regulations and procedures of the Co-op and any related agreements, as well as any changes or additions to them, are subject to our approval. All advertising utilized by the Co-op must not be used unless and until we have reviewed and approved it in writing. We also have the right to participate in any meetings of the Co-op and its members. Your failure to timely contribute the amounts required by the Co-op constitutes a material breach of the provisions of this Agreement and we may offset against any amounts we owe to you the amount of your Co-op contributions and pay such contributions for you;

(d) to participate in customer satisfaction and/or other quality control measures. You agree to request your customers to participate in any surveys performed by or on behalf of us, using forms prescribed by us from time to time. You will be responsible for all costs and expenses associated with the surveys you conduct;

(e) to participate in any advertising or promotional campaign or program that we prescribe from time to time, at your sole expense; provided that, for the avoidance of doubt, your expenditures on any such required campaign or program will be counted toward your Local Marketing Expenditure;

9.1.19 **Name**

not to use the name "Regus®" or any name resembling it as part of your or your company's name, either during or after termination of the Term. You may however use the Marks as your trading name during the Term provided that you use them only in accordance with the terms of this Agreement;

9.1.20 **Notice of Status**

not to hold yourself out as nor describe yourself as our agent or in any way pledge our credit and to clearly indicate on all literature and correspondence and by way of a prominently displayed notice board at your Regus® Office a sign stating "*An independent business owned and operated by [Full franchisee name] under the Regus® name as a franchisee of RGN-USF, LLC.*" You will take all

other reasonable steps to publicise the fact that you are one of our independent franchisees and are in no other way connected with us. Nevertheless as regards goodwill all Customers serviced by you in connection with your Regus® Office will be our customers not yours;

9.1.21 **Our Requirements/System Standards/Sourcing Restrictions**

(a) to operate and maintain your Regus® Office in accordance with all of our System Standards, however communicated to you. We may periodically change, modify and supplement System Standards. You shall make such changes, modifications and additions at your sole cost and expense even if you believe that a System Standard, as originally issued or subsequently modified, is not in the System's or your Regus® Office's best interest. Although we retain the right to establish and periodically modify System Standards that you have agreed to maintain, you retain the right to, and responsibility for, the day-to-day management and operation of your Regus® Office and implementing and maintaining System Standards at your Regus® Office. System Standards are as enforceable by us as if they were set out in this Agreement; and

(b) to acquire all supplies, materials and products for use in connection with your Regus® Office and all fixtures, furnishings, equipment according to our standards and specifications, including from us or our Affiliates or suppliers we approve;

9.1.22 **Upkeep and Refurbishment**

(a) to at all times maintain your Regus® Office's interior and exterior and the surrounding area in "like new" condition with the highest degree of cleanliness, orderliness and sanitation and comply with the requirements regarding the upkeep of your Regus® Office established in the System Standards Manual and by federal, state and local laws. You shall repair or replace equipment, fixtures and signage as necessary to comply with all health and safety standards and other System Standards we may establish in our sole discretion;

(b) at ten (10) yearly intervals following your Regus® Office's Opening Date (or as and when we may reasonably request) to carry out at your own expense such works of renovation, modernization and refurbishment including the replacement of any equipment as may be necessary and/or as we may specify to bring your Regus® Office up to the then current standards of design and decor of the Regus® System and to comply with any relevant statutory or other requirements or regulations. You will fully complete such works of renovation, modernization, refurbishment and renovation within sixty (60) days of the date of our notification of our requirements to you, unless agreed otherwise between us;

9.1.23 **Reservation System and Membership Programs**

to participate in the Regus® Reservation System as it exists from time to time and at all times in accordance with System Standards Manual. In particular you shall ensure all inquiries and/or reservations made for your Regus® Office (by whatever means) shall be entered by you into our enquiry management system (currently called "Pivotal", as may be amended from time to time). In relation to the Regus® Reservation System:

(a) We shall provide you with a copy of the Cross-Sales Referral Policy, and you and we shall each comply with our respective obligations in the Cross-Sales Referral Policy. Both parties agree that if:

(i) we owe you any commission pursuant to the Cross-Sales Referral Policy, we may, at our option, set off such commission against any monies and /or fees due to us by you pursuant to this Agreement; and

(ii) you owe us any commission pursuant to the Cross-Sales Referral Policy, we may, at our option, deduct such commission from the Customer Fees to be paid to you pursuant to clause 10.6.

(b) If we accept a Broker-referred reservation from you, we shall pay you an amount, on an after-Tax basis, equal to any brokerage fee you incur in respect of that Broker referral.

(c) If you accept a Broker-referred reservation from us, you shall pay us an amount, on an after-Tax basis, equal to any brokerage fee we incur in respect of that Broker referral.

(d) Any amounts in respect of brokerage fees payable pursuant to clause 10(B) or 10(C) shall be paid within thirty (30) Working Days following receipt by the party required to pay of an invoice from the other party.

9.1.24 **Services Agreements/Trade Accounts**

(a) if so requested by us, promptly send to us a copy of each signed (or otherwise completed) Services Agreement entered into by you with each Customer. You will use our central invoicing system (currently "Titan") to invoice Customers, and you shall use such central invoicing system in accordance with the System Standards Manual and any other instructions or requirements we may notify you of from time to time. You will promptly provide us with any information we request in relation to any Services Agreement; and

(b) to maintain your trade accounts in a current status and seek to resolve any disputes with trade suppliers promptly. If you fail to maintain your trade accounts in a current status, timely pay taxes or any other amounts owing to any third parties or perform any non-monetary obligations to third parties, we may, but are not required to, pay any and all such amounts and perform such obligations on your behalf. If we elect to do so, then you must reimburse us for such amounts. You agree to repay us immediately upon receipt of our invoice. We may also set-off the amount of any such reimbursement obligations against all amounts which we may owe you;

9.1.25 **Software and Equipment**

to use such software, hardware and other equipment as we from time to time require in the operation of your Regus® Office by you;

9.1.26 **Training**

to attend, and require your Sales Manager, Community Manager, Designated Operator, Community Associate and any other personnel we may require from time to time, mandatory additional and/or refresher training programs, national and regional conferences, conventions and meetings as we deem necessary in our sole discretion to update you on System Standards and/or improve the operation of your Regus® Office. We may charge an attendance fee for each person attending a mandatory additional and/or refresher training program, except we will not charge you for webinars;

9.1.27 **Use of Know-How**

not to use the Know-How for any purpose other than exploitation of your Regus® Office and not to disclose the Know-How to third parties;

9.1.28 **Virtual Office**

to offer and operate any virtual office service provided by you or your Affiliates for your Customers only from your Regus® Office and strictly in accordance with the System Standards Manual and our reasonable instructions from time to time.

9.1.29 **Compliance with Anti-Corruption and Modern Slavery Laws**

(a) **Anti-Money Laundering and Anti-Bribery**

to comply with (and sure that your Affiliates and Owners comply with) any anti-bribery policy and anti-money laundering policy issued by us from time to time and not to (and to procure that no person acting on your behalf shall) directly or indirectly make or facilitate:

(i) any expenditure for any unlawful purposes in connection with your Regus® Office or in connection with any activities in relation thereto; nor

(ii) any offer, payment or promise to pay any money or to give anything of value to any government official, political party or any other person with a view to influencing any action or decision of such person; nor

(iii) commit or consent to or participate in any other way in any act of bribery (howsoever called) under the laws of any jurisdiction;

(b) **Modern Slavery**

(i) that you will, and will ensure that your Affiliates will:

(A) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force, including (but not limited to) the Modern Slavery Act 2015 (the "**Anti-Slavery Legislation**");

(B) comply with any anti-slavery and human trafficking policy or guidance issued by us from time to time (the "**Anti-Slavery Policy**"); and

(C) ensure that third party suppliers shall comply with the Anti-Slavery Legislation and the Anti-Slavery Policy;

(ii) to notify us as soon as you become aware of:

(A) any breach, or potential breach, of the Anti-Slavery Legislation and/or the Anti-Slavery Policy; or

(B) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement; and

(iii) at our request and no more than once each Contract Year you will prepare and deliver to us an annual slavery and human trafficking report setting out the steps taken to ensure that slavery and human trafficking are not taking place in any supply chain or part of the business;

10. YOUR FINANCIAL OBLIGATIONS

10.1 You will pay to us, without deduction or set-off, by direct debit or such other means as directed by us, the following sums:

10.1.1 the Initial Franchise Fee, which is due and payable to us on the Effective Date;

10.1.2 the Royalty Fee, Marketing Fund Fee, and Infrastructure Support Payment, which will be deducted from Customer Fees that we collect as provided in Section 10.6 below unless otherwise directed by us in our sole and absolute discretion; for the avoidance of doubt, we reserve the right at any time to require that you collect Customer Fees yourself, in which case you must pay the Royalty Fee to us at the time and in the manner that we prescribe from time to time in our sole and absolute discretion;

10.1.3 within thirty (30) days of the date of an invoice presented to you by us, any Referral Commission/Cross-Marketing Fee and/or brokerage referral fee due in accordance with Section 9.1.23 (for us to pass on to the relevant individual responsible for the referral); and

10.1.4 within thirty (30) days of the date of an invoice presented to you by us, the cost of any advertising/promotional materials such as leaflets and other goods or services supplied to you (including but not restricted to those concerning the Operating Certificate) by us during the invoice period.

10.2 We will not charge you for the initial training support that we provide you under this Agreement but you will meet the cost of any travel, board and lodging and other disbursements incurred by us, you or your and our staff and the wage costs of your staff in attending such training. Any additional training shall be charged at a fee as agreed to by both parties in advance.

10.3 You must pay all expenses (including travel and four-star accommodation) and subsistence costs properly incurred by us and our staff in connection with visits to your Regus® Office made in accordance with this Agreement, but not their salaries. Any expenses incurred by us for which you are liable under this Agreement will be supported by receipts or other documentary evidence, to the extent that such evidence is readily obtainable.

10.4 You must pay us all disbursement costs incurred by us on your behalf (as agreed with you in advance) such as design, consultant and architect fees.

10.5 All fees are nonrefundable and are fully earned by us when paid.

10.6 **Financial Management**

10.6.1 All Customer Fees are to be paid directly to us (or our nominee). If you receive any Customer Fees directly from Customers or other third parties you shall immediately remit such sums in full with no deduction or set-off to us (or our nominee). You must use your best efforts to promptly collect any amounts that have been invoiced to your Customers but remain unpaid at your sole cost and expense. Each month we will calculate the amount payable to you in respect of the Customer Fees actually received by us (or our nominee) in that month, and shall pay you by electronic bank transfer (or such other means as we agreed from time to time) the balance of such Customer Fees within thirty (30) days after the end of that month, after making the following deductions:

(a) the Royalty Fee, Marketing Fund Fee, and Infrastructure Support Payment due for that month;

(b) any Referral Commission/Cross-Marketing Fee and/or Broker referral fee due in accordance with Section 9.1.23 (for us to pass on to the relevant individual responsible for the referral);

(c) any other sum owing to us from you or your Affiliates, of whatever nature whether under this Agreement or otherwise and/or by way of set-off, deduction, counter claim or otherwise;

(d) any Processing Fees, on a pass-through basis; and

(e) all taxes, duties and other fees applied to or otherwise levied on the Customer Fees received by us (or our nominee).

We may modify this process at any time and require that you collect some or all Customer Fees directly from your Customers. We will then collect the amounts due from you pursuant to (a)-(d) above at the time and in the manner we prescribe in our sole discretion.

10.6.2 If you wish to query the deductions specified in Section 10.6.1 you must follow the procedures set out in the System Standards Manual or such other instructions and guidance as we may provide to you from time to time.

10.6.3 You shall enter into an electronic funds transfer agreement with your bank in order to authorize us (or our nominee) to receive payment of any monies payable to us and to transfer any monies payable to you pursuant to this Agreement.

10.6.4 Notwithstanding anything contained in this Section to the contrary, we reserve the right to modify the collection process at any time to require that you collect all fees directly from Customers and remit payment to us in the manner we prescribe in our sole and absolute discretion.

10.7 **Payment Terms**

10.7.1 All monies paid to us under this Agreement shall become our sole property upon payment to us and shall be deemed fully earned at the time of payment and shall not be refunded to you under any circumstances.

10.7.2 We may attribute any monies received by us from you to any debt owed by you to us or any other third party, whether under this Agreement or otherwise, regardless of what you purport to designate the payment to be on account of. We may set off any monies or debt owed by us or our Affiliates to you or your Affiliates against any monies or debt owed by us to you pursuant to this Agreement or otherwise. This right of set off will continue unless and until you have paid, satisfied or discharged all monies, debts or liabilities due or owing to us. You hereby irrevocably authorize us to deduct from any monies payable by us to you pursuant to this Agreement or otherwise any monies due or owing to us by you from time to time. We may retain any such monies so deducted for our own absolute benefit. No monies owed to you by us with bear interest, even if such monies are past due.

10.7.3 All amounts which you owe us will bear interest after their due date at the greater of the annual rate of 18% or the highest rate allowable by law. You acknowledge that we do not agree to accept any payments after they are due nor commit to extend credit to, or otherwise finance your operation of, your Regus® Office. In addition to interest, you agree to pay a late fee of $50.00 to cover our administration costs for each occurrence, and to reimburse us our legal fees and collections costs. Your failure to pay all amounts when due constitutes grounds for termination of this Agreement.

10.7.4 You agree to pay on demand an insufficient fund charge of $100.00 for each dishonored check, or insufficient funds notice, you tender to us.

10.7.5 If you do not timely pay amounts due us under this Agreement, we may discontinue any services to you, without limiting any of our other rights in this Agreement.

10.7.6 If any deductions and/or withholdings are required by law you will pay us the amount due net of such withholding and/or deductions and provide us with all documentation necessary to enable us to obtain a tax credit from the relevant tax authorities. You will provide us with such documentation without delay and do all such other things and take such other steps as may be reasonably required by us. In all cases, you shall pay the amount required to be withheld to the applicable taxing authority and shall promptly deliver to us receipts and tax certificates from applicable governmental authorities showing that all taxes were properly withheld and duly paid to the applicable taxing authority in compliance with applicable law.

11. BUSINESS AND MARKETING PLAN AND BUSINESS REVIEWS

11.1 You shall prepare a business and marketing plan (the "**Business and Marketing Plan**") that shall:

11.1.1 reflect and incorporate the brand values and guidelines of the "Regus®" brand, as provided by us;

11.1.2 include your annual strategic and operating plans and shall detail your financial, operational, development and marketing plans, and shall provide us with full information on local market conditions for your Regus® Office; and

11.1.3 set out details of your proposed management and staff structure for your Regus® Office together with your staff training plan.

11.2 You shall prepare a Business and Marketing Plan prior to the Effective Date, and you hereby agree to update your Business and Marketing Plan prior to the opening of your Regus® Office and annually at least one (1) month prior to the start of each Contract Year for a further one (1) year period. Each such update to your Business and Marketing Plan must:

11.2.1 include updated version of your Regus® Office Business Plan;

11.2.2 comply with the requirements relating to the Business and Marketing Plan set out in the System Standards Manual; and

11.2.3 be approved by us (but in the absence of agreement we shall be entitled to insert in the Business and Marketing Plan such objectives as we reasonably see fit).

11.3 We will schedule with you, and you will attend and participate in, business reviews (either calls or meetings, at our discretion) every three (3) months (or at such other frequency as we may determine) (the "**Review Period**"). At least two (2) weeks prior to each business review you will provide us with:

11.3.1 a written summary of the performance of your Regus® Office since your last business review (or for such other duration as we may request);

11.3.2 details of any issues or items for discussion that you would like to discuss during the business review; and

11.3.3 any other information regarding your Regus® Office as is required by the System Standards Manual and as we may reasonably request.

11.4 If you have opened multiple Regus® Offices pursuant to a Multi-Site Development Agreement and separate franchise agreements with us, the information required to be provided by you pursuant to Section 11.3 shall be provided by you in relation to all of your Regus® Offices and not just the Regus® Office operated by you pursuant to this Agreement.

11.5 Further details as to what we expect from the business review process, including the key performance indicators that we expect you to achieve in each Review Period, will be set out in the System Standards Manual, as may be updated by us from time to time.

11.6 If we consider a business review has not been successful for any reason (including, for example, that you failed to adequately prepare for the review, that you did not fully and actively participate in the review, or that you have not achieved any objectives that were agreed or set for you in the last business review) (a "**Business Review Failure**") we shall have the right to require you to take such remedial action as we deem appropriate, including:

11.6.1 attending, and procuring your senior personnel attend, any additional training we may require you and your personnel undergo, such training to be provided by us for a reasonable fee. You shall be responsible for your own costs and expenses (including those of your personnel) in attending such training;

11.6.2 at our request, providing us with a written remedial business plan detailing the remedial actions you intend to take; and

11.6.3 attending and participating in any additional business review meetings and/or calls as we may require.

11.7 In addition to the rights detailed in Section 11.6, if you commit a Business Review Failure in three (3) consecutive Review Periods this will constitute a Termination Event and we may, without prejudice to any other rights or remedies we may have, terminate this Agreement in accordance with Section 15.

12. YOUR ACCOUNTS

You will employ a professionally qualified accountant to prepare and maintain proper books of account and to prepare annual accounts relating to your Regus® Office as required by us from time to time and will supply us with a copy on demand.

13. AUDIT

13.1 During the Term and for a period of three (3) years thereafter, we and/or our auditor and/or authorized representative shall be entitled to inspect, take copies of and audit your books of account and all supporting documentation relating to your Regus® Office at any time in respect of the whole or any part of the Term up to the termination or surrender of this Agreement or sale or transmission of your Regus® Office to a new operator. Such inspection or audit shall be during reasonable business hours and take place not more than once per any 12-month period. You will provide promptly and fully to us and/or our auditor and/or our authorized representative all access (including to people), facilities and information requested by us, our auditor or our authorized representative.

13.2 If the audit (or any other periodic inspection not being a full audit) shows that your accounting as to the calculation of the payments due under this Agreement, and/or any other financial matter is incorrect, you undertake to promptly rectify the defect in the amount accounted for and/or the accounting system defect as the case may be. If, on the audit, the sums paid to us are found to be insufficient by a figure equivalent to five percent (5%) or more of the sum due you will pay the cost of the audit reasonably incurred by us within thirty (30) days of our invoice in respect thereof.

13.3 You will make prompt full and correct returns to all relevant tax and other authorities as regards your Regus® Office and fully indemnify us against any liability that we may be subjected to as a result of your failure to do so. You shall provide us with your tax returns and/or evidence of your compliance with this Section upon our reasonable request and within a reasonable time frame.

14. TRANSFER OF THIS AGREEMENT

14.1 Your Right to Assign, Transfer or Novate

If you assign, transfer or novate your rights and/or obligations under this Agreement to any party without our prior written consent, which may be withheld at our reasonable discretion, such action will amount to a Termination Event. As used in this Agreement, the term "transfer" includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) this Agreement; (b) you; or (c) your Regus® Office.

14.2 Conditional Right to Transfer your Regus® Office to a Third Party

14.2.1 Subject to the provisions of this Section 14.2, you have the right to transfer your Regus® Office and your Owners have the right to assign, transfer or novate their interest in you to a third party (each a "**Proposed Sale**") provided in each case that:

(a) at our request you undertake such works of renovation, modernization and refurbishment as we may notify you of in respect of any of your Regus® Offices prior to completion of the Proposed Sale;

(b) you have paid all Royalty Fees, Marketing Fund Feed and all other amounts owned to us or to third-party creditors and have submitted all required reports and statements;

(c) you sign a general release, in form satisfactory to us, of any and all claims against us, our affiliates and their respective shareholders, officers, directors, employees and agents;

(d) you sign a non-competition covenant in favour of us and the transferee agreeing to be bound, commencing on the effective date of the transfer, by the restrictions contained in this Agreement; and

(e) you obtain our written consent.

14.2.2 Upon deciding that you intend that there is to be a Proposed Sale and on receiving any subsequent third party offer to purchase (an "**Offer**"), you will notify us of the terms of such Offer in writing. We shall have a right to match or exceed such Offer and if we elect to do so shall endeavour to respond accordingly in writing within a period of sixty (60) days of our receipt of the details of the Offer with a firm offer if we intend to purchase your Regus® Office from you or from your Owners on matching or better terms. If we decline to purchase on such terms, you or your Owners shall, subject to the remainder of this Section 14, be entitled to proceed with the Proposed Sale. If we submit a matching offer, we will undertake to enter into negotiations (both parties acting reasonably) for a sale agreement as soon as reasonably possible thereafter.

14.2.3 Subject to you complying or procuring the compliance with the terms of this Section 14, the Proposed Sale will be permitted to any Acceptable Purchaser.

14.2.4 An "**Acceptable Purchaser**" is any third party who is (or who's Affiliates or directors are): (a) not a Competitive Business (or Affiliate of a Competitive Business); (b) not a person, company or other entity that is directly or indirectly engaged, concerned or interested in a Competitive Business including by way of owning a Competitive Business Interest; (c) (c) not a Sanctioned Person (or Affiliate of a Sanctioned Person) and not in violation of any of the Anti-Terrorism Laws (or affiliated with any individual or entity that is in violation of the Anti-Terrorism Laws); (d) financially solvent and has sufficient working capital to operate your Regus® Office (or all of your Regus® Offices if you have opened multiple Regus® Offices pursuant to a Multi-Site Development Agreement) in accordance with our reasonable requirements, and who shall provide us with a guarantee that is equivalent to such financial guarantee that you are required to provide hereunder; and (e) agrees to execute our then-current form of franchise agreement and ancillary documents.

14.2.5 If there is a Proposed Sale to a third party (a "**Proposed Purchaser**") and we have not exercised our right to acquire in accordance with a matching or better offer pursuant to Section 14.2.2 you must give us formal written notice of your intention to proceed with the Proposed Sale and provide all relevant details about the Proposed Purchaser as we may reasonably request, so that we can form an opinion as to whether or not it is an Acceptable Purchaser. We shall endeavour to respond to such request within a period of twenty-one (21) days, but if we do not respond our approval shall be deemed not to have been given.

14.2.6 If we approve the sale then we shall be entitled to a sum equivalent to three percent (3%) of the Enterprise Value, and it will be a condition of our approval to the sale that such sum is paid to us directly by the Proposed Purchaser in such manner as we reasonably require, free of any deductions save those that are required under applicable law.

14.2.7 If we give you notice within such period detailed in Section 14.2.5 that we consider that the Proposed Purchaser does not come within the definition of an Acceptable Purchaser the Proposed Sale will not proceed unless and until you are able to persuade us that the Proposed Purchaser is within the definition of an Acceptable Purchaser. We will not unreasonably allege that a Proposed Purchaser is not within the definition of an Acceptable Purchaser. If a Proposed Sale occurs (in part or in whole) in breach of this Section 14 (or is attempted) such action will amount to a Termination Event.

14.3 **Corporate Issues/Transfer**

You shall not (without our prior written approval, which may be withheld at our reasonable discretion) allow the transfer of the existing shares or the issue of new shares in the Franchisee either to your Owners, or to third parties if this results in a change in the effective ownership or control of the Franchisee failing which we may terminate this Agreement. If one of your Owners assigns, transfers or novates their interest in you:

(a) to a Competitive Business (or Affiliate of a Competitive Business); (b) to a person, company or other entity that is directly or indirectly engaged, concerned or interested in a Competitive Business including by way of owning a Competitive Business Interest; (c) to a person in violation of any of the Anti-Terrorism Laws (or affiliated with any individual or entity that is in violation of the Anti-Terrorism Laws) or to a Sanctioned Person (or Affiliate of a Sanctioned Person); or (d) resulting in you being subject to a change in effective ownership or control, without our prior written consent, which may be withheld at our reasonable discretion, such action will amount to a Termination Event.

14.4 **Our Right to Assign, Transfer or Novate**

We may, and you hereby agree that we may, assign, transfer or novate this Agreement and all rights under it to any other party at any time and shall inform you thereof in writing within a reasonable time thereafter. In the event of any such assignment, transfer or novation, in consideration of us procuring for you and other franchisees an undertaking from the assignee/transferee/novatee ("**Assignee**") to be bound by our obligations under this Agreement you will re-execute this Assignment with the Assignee if we (or the Assignee) require you to do so. If you fail to comply with the provisions of this Section you irrevocably appoint us as your agent with full authority to re-execute this Agreement with the Assignee. You will waive all your claims against us and release us from all and any liability under this Agreement or otherwise. We may, on a permanent or temporary basis, delegate any or all of our duties under this Agreement to another business entity to perform.

15. TERMINATION

15.1 **Termination Events**

If you commit a Termination Event, as detailed in Schedule 7, we may terminate this Agreement immediately on giving you written notice.

15.2 **Substantial Breaches**

15.2.1 If you commit a Substantial Breach, as detailed in Schedule 7, we will give you sixty (60) days written notice to remedy the breach (and you hereby agree to immediately commence and pursue such remedial action as is necessary to remedy the breach in the shortest time possible), unless it is a failure to meet any of your Financial Obligations, in which case time is of the essence in relation to the payment deadlines and we shall have the right to terminate within seven (7) days of written notice to remedy the breach. If you do not remedy the breach within the applicable notice period, such breach becomes a Termination Event.

15.2.2 If a Substantial Breach occurs, then for so long as that Substantial Breach remains unremedied (whether or not that Substantial Breach is capable of remedy) or any other Substantial Breach remains unremedied, the Royalty Fee shall be increased by two per cent. (2%) of Gross Revenue in respect of the period from and including the date on which the Substantial Breach first occurred to and including the next date on which no Substantial Breach remains unremedied, calculated on a daily pro-rata basis.

15.2.3 The parties acknowledge and agree that the increased Royalty Fee referred to in clause 15.2.2 relates to the protection of a genuine and legitimate business interest of the Franchisor, is proportionate to that interest and is not a penalty.

15.3 **Other rights**

15.3.1 If you are in arrears in any payment to us or our affiliates or in Substantial Breach of any provision of this Agreement and we deliver a notice of default to you, we and/or each affiliate have the right to cease providing the support services and performing the obligations set out in this Agreement, until you have remedied all defaults. No such action by us and/or any affiliate shall be a constructive

termination of this Agreement, and you agree that you will not be relieved of any obligations under this Agreement because of any such action.

15.3.2 Without prejudice to our right to terminate this Agreement, we may give you notice requiring you immediately to suspend all or any activities in connection with this Agreement for such period as may be notified to you if we have a reasonable belief that there has been, or may about to be, a Substantial Breach by you of the terms of this Agreement, the System Standards Manual or our other requirements.

15.3.3 If this Agreement terminates or expires, we shall have the option, but not the obligation, to require you by notice in writing to transfer your Regus® Office (as chosen by us) to us in accordance with Schedule 9 (Transfer Option).

15.3.4 If you breach your non-monetary obligations under this Agreement and fail to cure the default within the applicable cure period, then, in addition to all other rights and remedies provided under law and this Agreement, you must pay to us a default fee in the following amounts: (a) $500 for the first default, (b) $1,000 for the second default and (c) $1,500 for the third or any subsequent default in a 12-month period.

15.4 **Consequences of termination**

15.4.1 The termination or expiration of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either of us against the other in respect of any antecedent breach of any of the terms and conditions hereof.

15.4.2 If you breach a Related Agreement (as defined in Schedule 7) we may terminate any or all other agreements between you and us (including any or all other Operating Certificates and franchise agreements). You hereby waive any entire agreement or other Section in such agreements that may purport to exclude the application of this Section.

15.4.3 Without prejudice to clause 15.4.4 and clause 15.4.5, our total aggregate liability to you, the Guarantors and any of your Affiliates for any claim arising out of or in connection with this Agreement (including in contract, tort (including negligence), for termination, for breach of statutory duty, by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this Agreement) shall be limited: (a) in respect of each Year in aggregate to five hundred thousand dollars ($500,000); and (b) in aggregate to one million dollars ($1,000,000), in each case, no matter how many claims are made or whatever the basis of such claims.

15.4.4 Notwithstanding anything to the contrary in this Agreement, but without prejudice to clause 15.4.5, we shall not be liable to you, the Guarantors or any of your Affiliates (whether in contract, tort (including negligence), for breach of statutory duty, by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this Agreement for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of or damage to goodwill; (vi) loss of use or corruption of software, data or information; and/or any indirect or consequential loss.

15.4.5 Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall limit or exclude liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any other matter for which it would be illegal to exclude or attempt to exclude liability.

16. POST TERMINATION PROVISIONS

16.1 **Your Duties on Termination and Expiration**

16.1.1 If this Agreement terminates or expires, in order to protect our interests and intellectual property rights and reputation and subject to the exercise of any of our rights pursuant to this Agreement and you shall immediately cease operation of your Regus® Office and, subject to the remainder of the provision of this Section 16, discontinue the operation of your Regus® Office and:

(a) you will forthwith:

(i) pay us all amounts due to us or our affiliates pursuant to the terms of this Agreement, plus any interest due on such amounts;

(ii) unless you are continuing to operate other Regus® Offices pursuant to separate franchise agreements entered into with us, deliver to us the System Standards Manual, all copies thereof and all stationery, signs and other materials bearing the Marks (and other items loaned to you by us including all copies of the System Standards Manual) then in your possession whether or not supplied by us;

(iii) provide us with a then current and complete list of Customers, sales activities and contacts of your Regus® Office, with the benefit of ongoing or pending Customer contracts in relation to your Regus® Office as we shall specify being assigned to us (or our nominee) in such form as we shall reasonably require, and (to the extent we do not already hold them pursuant to Section 5.1.10) you shall pay over to us Customer Deposits and any other sums received on account (including all security deposits) of such contracts (without any deduction or set off) applicable from the date of the termination or expiration of this Agreement. The Customers of your Regus® Office operated by you under this Agreement shall for the purposes of goodwill be our customers and all related goodwill shall be our property;

(iv) cease using the telephone numbers used in your Regus® Office (including your mobile telephone numbers and that of the Designated Operator) and forthwith do everything necessary to transfer them to us as to ensure that we or our nominee can use them;

(v) if we do not exercise an option to purchase your Regus® Office as provided on Schedule 9, discontinue use of, remove and not at any time thereafter use the Trade Dress and make such changes in signs, notices and displays and advertising matter, buildings, structures and Regus® Offices which are indicative of us or indicating or suggesting any association with us or your Regus® Office or as we may direct in writing so as to effectively distinguish your Regus® Office from their former public appearance, marketing range and look and feel including a change in the colours, lay outs and designs used. If within thirty (30) days of such direction or termination or expiration (as the case may be) you fail or omit to make such changes then we and our nominees shall have the power (without incurring any liability to you) without your consent except for this consent, which you now give irrevocably, to enter upon your Regus® Office and to make or have made any such changes at your expense which you will pay us on demand;

(vi) unless you are continuing to operate other Regus® Offices pursuant to separate franchise agreements entered into with us, take whatever steps that we require in order to cancel all fictitious or assumed names and any equivalent registrations relating to your former right to use the Marks or any of our other property including use of and access to our intranet if any;

(vii) at our request assign or otherwise transfer ownership (to the extent that we do not own them already) of all domain names, account names, handles and user names used in

connection with your Regus® Office (and your Regus® business unless you are continuing to operate other Regus® Offices pursuant to separate franchise agreements entered into with us) to us or our nominee; and

(viii) unless you are continuing to operate other Regus® Offices pursuant to separate franchise agreements entered into with us, remove our Marks and references to Regus® used on your Website, and Social Media pages and in any of your email addresses, and undertake all such actions as we require to disassociate yourself from any domain names, including that of your Website, Social Media pages, and all associated account names and user names.

(b) you will not at any time thereafter:

(i) disclose or use any Confidential Information or Know-How related to the System or the Regus® Office acquired by you during or as a result of this Agreement (save that you shall be allowed to use such Know-How or Confidential Information if you are continuing to operate other Regus® Offices pursuant to separate franchise agreements entered into with us, or that has come into the public domain by means other than your breach);

(ii) make any use of the Marks or any materials in which the copyright is vested in us (unless you are continuing to operate other Regus® Offices pursuant to separate franchise agreements entered into with us);

(iii) purport to be a developer or franchisee of or otherwise associated with us (unless you are continuing to operate other Regus® Offices pursuant to separate franchise agreements entered into with us);

(iv) use any recommendation or reference provided as a result of your work as a developer; nor

(v) make any publicly disparaging or negative comments about us or knowingly do anything to damage our goodwill or reputation or interfere with our businesses or that of our other developers, franchisees and agents.

(c) you will forthwith pay all sums and amounts payable to us under the terms of this Agreement or otherwise; and

(d) you hereby irrevocably appoint us as your agent with full authority to give such notices and sign such documents as may be appropriate to give effect to the provisions of this Section 16 if you fail to comply with them.

16.2 **Post-Termination Restrictions on You**

16.2.1 Following termination or expiration of this Agreement you will not, and you will ensure that your Affiliates and your Owners will not, for a period of twenty-four (24) months thereafter directly or indirectly:

(a) engage in, be employed by or own an interest, directly or indirectly, in any business which is a Competitive Business in, or within fifty (50) miles of, your Regus® Office, or within fifty (50) miles of the Regus® Office of another of our franchisees (other than another Regus® Office(s) which you operate pursuant to separate franchise agreement(s) entered into with us);

(b) use your former Regus® Office to engage in, be employed by or own an interest, directly or indirectly, in a business whose principal business activity is a Competitive Business;

(c) have any commercial dealings with or solicit any person, firm or company that has been a customer of your Regus® Office for whom you have provided services or products at any time in the twenty-four (24) months period prior to the termination or expiration of this Agreement;

(d) sell any of the business assets used in the operation of your Regus® Office or transfer any shares in your Business Entity to a third party which would enable, in either case, a third party directly or indirectly to carry on a Competitive Business; or

(e) at any time after the termination or expiration, in connection with any other business or activity of any kind, including a Competitive Business, attempt to replicate (or attempt to purchase) any proprietary products or services of ours.

16.2.2 If any person restricted by this Section refuses voluntarily to comply with the foregoing obligations, the relevant time periods will commence with the entry of an order of an arbitrator, or court if necessary, enforcing this provision. You and your owners expressly acknowledge that the restrictions set forth in this Section are reasonable and that you and your owners possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive you or your owners of your personal goodwill or ability to earn a living.

16.2.3 Notwithstanding the extent of the time periods and geographical restrictions contained in this Section, we may at any time, whether during or after the termination or expiration of this Agreement, by written notice to you, reduce the time periods or geographic extent of all or any such restrictions. Each restriction set forth in this Section shall be construed as a separate restriction and if any one or more of the restrictions contained herein is held to be unenforceable, the remaining restrictions shall continue in full force and effect.

16.2.4 Nothing herein will prevent you or your owners from owning for investment purposes up to an aggregate of five percent (5%) of the capital stock of any Competitive Business, so long as the Competitive Business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, and so long as you and/or your owners do not control the company in question

16.2.5 If you breach the covenants detailed in this Section 16, you agree that actual damages are difficult to calculate and will immediately pay to us as liquidated damages and not as a penalty, a sum equivalent to double the Royalty Fees paid in the last full calendar year of the Term.

16.3 **Reasonableness of Restrictions**

16.3.1 While the restrictions above are considered by both of us to be reasonable in all the circumstances it is agreed that if such restrictions will, taken together, be judged to go beyond what is reasonable in all the circumstances for our protection but would be judged reasonable if part or parts of the wording thereof were deleted the said restrictions shall apply with such words deleted.

16.3.2 All provisions of this Agreement which expressly or by their nature survive termination or expiration shall remain in full force and effect notwithstanding termination or expiration until they are satisfied in full or by their nature expire. Examples include indemnification, payment, de-identification, confidentiality and dispute resolution provisions.

17. GUARANTOR OBLIGATIONS

17.1 The Guarantor will at all times comply with the guarantee set out in Schedule 6 (the "**Guarantee**").

17.2 If the Guarantor dies or becomes Incapacitated, ceases to exist or becomes bankrupt or insolvent during the Term or ceases to be a shareholder in you, a replacement Guarantor (the "**Replacement Guarantor**") nominated in writing by you (or the personal representatives of the former Guarantor) who is acceptable to

us (acceptance not to be unreasonably withheld) shall enter into a written undertaking with us within sixty (60) days from the date such event referred to above took place, to observe and perform all the obligations imposed on the Guarantor by the Guarantee. The Guarantee shall then continue in force with the substitution of the Replacement Guarantor. If the Replacement Guarantor dies, ceases to exist or becomes insolvent during the Term then a new Replacement Guarantor shall be sought and nominated in accordance with this Section.

17.3 If the Replacement Guarantor does not enter into such a written undertaking within sixty (60) days (as required by Section 17.2 above) then we may terminate this Agreement whereon the provisions of Section 16 (Post Termination Provisions) shall have effect. The Replacement Guarantor's undertaking shall not in any way release the first Guarantor from his Guarantee in respect of breaches of this Agreement or the Guarantee which occurred before the Replacement Guarantor entered into such a written undertaking.

18. COPYRIGHT

The copyright and all other rights in any designs, plans, design documents, trade dress, manuals (including the text of the System Standards Manual and including any translations thereof), photographs, artwork, blueprints and all other documents and materials (in whatever form) supplied by us and all secret or Confidential Information contained therein are our property and you undertake not to copy the System Standards Manual, photographs and other documents supplied by us or to disclose any of their contents to any other party and you undertake to not make any direct or indirect use thereof otherwise than in conducting your Regus® Office in accordance with the terms of this Agreement.

19. WARRANTIES AND UNDERTAKINGS

19.1 You shall make no statements, representations or claims and shall give no warranties to any Customer or potential customer in respect of your Regus® Office, save such as may have been specifically authorized by us, such authority to be given either in writing or in the System Standards Manual in force at the relevant time. You hereby undertake with us to keep us fully and effectively indemnified against all claims, demands, Losses, damages, penalties, fines, expenses and costs which we may incur as a result of any breach by you of this provision or of any other provision contained in this Agreement.

19.2 We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or Guarantee, express or implied, as to the revenues, sales, profits or success of the business venture contemplated by this Agreement or the extent to which we will continue to develop and expand the network of Regus® Offices.

19.3 You acknowledge, understand and warrant that:

19.3.1 you alone will carry the risk of carrying on your Regus® Office and that you have no previous operational knowledge of running your Regus® Office except as obtained in pursuit of this Agreement;

19.3.2 you have taken full legal advice on this Agreement prior to its execution;

19.3.3 any statement regarding the potential or probable revenues, sales or profits of the business venture are made solely in the Franchise Disclosure Document delivered to you prior to signing this Agreement;

19.3.4 any statement regarding the potential or probable revenues, sales or profits of the business venture or statistical information regarding any existing Regus® Office owned by us or our affiliates or that is not contained in our Franchise Disclosure Document is unauthorized, unwarranted and unreliable and should be reported to us immediately; and

19.3.5 you have not received or relied on any representations about us or our franchising program or policies made by us, or our officers, directors, employees or agents that are contrary to the

statements made in our Franchise Disclosure Document or to the terms of this Agreement. If there are any exceptions to any of the foregoing, you must: (i) immediately notify us in writing.

20. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.

20.1 You and we understand and agree that this Agreement does not create a fiduciary relationship (or other similar special relationship) between you and us, that we and you are and will be independent contractors and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner or employee of the other for any purpose. You and we further understand and agree that our relationship is an ordinary commercial relationship between independent business people with arm's length dealings. You agree to conspicuously identify yourself in all dealings with customers, suppliers, public officials, Office personnel and others as the owner of your Regus® Office under a franchise we have granted and to place such notices of independent ownership on such forms, business cards, stationery and advertising and other materials as we may require from time to time. You will not, unless expressly authorized, permit any person connected with you in any way to represent himself or herself or you in such a way that others dealing with him or her or you might assume the authority of a director, officer, employee or agent of ours exists. You may not use any of our Marks in your Business Entity name.

20.2 You agree not to employ any of the Marks in signing any contract or applying for any license or permit, or in a manner that may result in our liability for any of your indebtedness or obligations, and that you will not use the Marks in any way we have not expressly authorized. Neither we nor you will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name or on behalf of the other, represent that our respective relationship is other than franchisor and franchisee or be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing. We will not be obligated for any damages to any person or property directly or indirectly arising out of your Regus® Office's operation or the business you conduct pursuant to this Agreement.

20.3 We will have no liability for any sales, use, alcohol surcharge, service, occupation, excise, gross receipts, income, payroll, property or other taxes, whether levied upon you or your Regus® Office, in connection with the business you conduct (except any taxes we are required by law to collect from you with respect to purchases from us). Payment of all such taxes are your responsibility.

20.4 We make no representations or warranties (and specifically disclaim all warranties including the implied warranty of merchantability or fitness for a particular purpose) and shall have no liability to you with respect to any products or services provided to you by us, or by our affiliates and/or any approved supplier.

20.5 You agree to indemnify, defend and hold harmless us, our affiliates and our respective shareholders, directors, officers, employees, agents, successors and assignees (the "**Indemnified Parties**") against and to reimburse any one or more of the Indemnified Parties for all claims, obligations and damages described in this Section, any and all taxes described in this Agreement and any and all claims and liabilities directly or indirectly arising out of your Regus® Office's operation (even if our negligence is alleged) or your breach of this Agreement. For purposes of this indemnification, "claims" includes all obligations, damages (actual, consequential or otherwise) and costs reasonably incurred in the **defense** of any claim against any of the Indemnified Parties, including, without limitation, reasonable accountants', arbitrators', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and living expenses. We have the right to defend any such claim against us. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

21. **ENFORCEMENT**.

21.1 Except as otherwise stated in this Agreement, each term of this Agreement, and any portion of any term, are severable. The remainder of this Agreement will continue in full force and effect. To the extent that any provision restricting your competitive activities is deemed unenforceable, you and we agree that such provisions will be enforced to the fullest extent permissible under governing law. This Agreement will be deemed automatically modified to comply with such governing law if any applicable law requires: (a) a greater prior notice of the termination of or refusal to renew this Agreement; or (b) the taking of some other action not described in this Agreement; or (c) if any Regus® System Standard is invalid or unenforceable. We may modify such invalid or unenforceable provision to the extent required to be valid and enforceable. In such event, you will be bound by the modified provisions.

21.2 We will not be deemed to have waived our right to demand exact compliance with any of the terms of this Agreement, even if at any time: (a) we do not exercise a right or power available to us under this Agreement; or (b) we do not insist on your strict compliance with the terms of this Agreement; (c) if there develops a custom or practice which is at variance with the terms of this Agreement; or (d) if we accept payments which are otherwise due to us under this Agreement. Similarly, our waiver of any particular breach or series of breaches under this Agreement or of any similar term in any other agreement between you and us or between us and any other franchise owner, will not affect our rights with respect to any later breach by you or anyone else.

21.3 Neither of the parties will be liable for loss or damage or deemed to be in breach of this Agreement if failure to perform obligations results from (i) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof; (ii) acts of God; or (iii) acts or omissions of a similar event or cause. However, such delays or events do not excuse payments of amounts owed at any time.

21.4 Whenever this Agreement requires our advance approval, agreement or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing. Except where expressly stated otherwise in this Agreement, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. If we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, we will not be deemed to have made any warranties or guarantees which you may rely on, and will not assume any liability or obligation to you.

21.5 EXCEPT FOR YOUR OBLIGATIONS TO INDEMNIFY US AND CLAIMS FOR UNAUTHORIZED USE OF THE MARKS OR CONFIDENTIAL INFORMATION, YOU AND WE EACH WAIVE TO THE FULL EXTENT PERMITTED BY LAW ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. YOU AND WE ALSO AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

21.6 ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP AMONG YOU AND US MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY WITHIN ONE YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHEN IT BECOMES KNOWN); EXCEPT FOR CLAIMS ARISING FROM: (A) UNDER-REPORTING OF NET SALES; (B) UNDER-PAYMENT OF AMOUNTS OWED TO US OR OUR AFFILIATES; (C) CLAIMS FOR INDEMNIFICATION; AND/OR (D) UNAUTHORIZED USE OF THE MARKS. HOWEVER, THIS PROVISION DOES NOT LIMIT THE RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY.

21.7 EXCEPT TO THE EXTENT THIS AGREEMENT OR ANY PARTICULAR DISPUTE IS GOVERNED BY THE U.S. TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §1051 AND THE SECTIONS FOLLOWING IT) OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE FRANCHISE ARE

GOVERNED BY DELAWARE LAW, EXCLUDING ANY LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP BETWEEN A FRANCHISOR AND FRANCHISE OWNER, UNLESS THE JURISDICTIONAL REQUIREMENTS OF SUCH LAWS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. ALL MATTERS RELATING TO ARBITRATION ARE GOVERNED BY THE FEDERAL ARBITRATION ACT. References to any law or regulation also refer to any successor laws or regulations and any implementing regulations for any statute, as in effect at the relevant time. References to a governmental agency also refer to any successor regulatory body that succeeds to the function of such agency.

21.8 YOU AND WE CONSENT AND IRREVOCABLY SUBMIT TO THE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN NEW CASTLE COUNTY, DELAWARE, AND WAIVE ANY OBJECTION TO THE JURISDICTION AND VENUE OF SUCH COURTS. THE EXCLUSIVE CHOICE OF JURISDICTION DOES NOT PRECLUDE THE BRINGING OF ANY ACTION BY THE PARTIES OR THE ENFORCEMENT BY THE PARTIES IN ANY JUDGMENT OBTAINED IN ANY SUCH JURISDICTION, IN ANY OTHER APPROPRIATE JURISDICTION OR THE RIGHT OF THE PARTIES TO CONFIRM OR ENFORCE ANY ARBITRATION AWARD IN ANY APPROPRIATE JURISDICTION.

21.9 YOU AND WE EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US.

21.10 The rights and remedies provided in this Agreement are cumulative and neither you nor we will be prohibited from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

21.11 If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal or arbitration proceeding or if either you or we are required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding will be entitled to reimbursement of its costs and expenses, including reasonable accounting and attorney's fees. Attorney's fees will include, without limitation, reasonable legal fees charged by attorneys, paralegal fees, and costs and disbursements, whether incurred prior to, or in preparation for, or contemplation of, the filing of written demand or claim, action, hearing, or proceeding to enforce the obligations of the parties under this Agreement.

21.12 This Agreement is binding on and will inure to the benefit of our successors and assigns. Except as otherwise provided in this Agreement, this Agreement will also be binding on your successors and assigns, and your heirs, executors and administrators.

21.13 This Agreement, including the introduction, addenda and exhibits to it, constitutes the entire agreement between you and us. There are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement, except for the information contained in our Franchise Disclosure Document. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both you and us. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

21.14 We will not, because of this Agreement or by virtue of any approvals, advice or services provided to you, be liable to any person or legal entity who is not a party to this Agreement. Except as specifically described in this Agreement, no other party has any rights because of this Agreement.

21.15 The headings of the Sections are for convenience only. If two or more persons are at any time franchise owners hereunder, whether or not as partners or joint venturers, their obligations and liabilities to us are joint and several. This Agreement may be signed in multiple copies, each of which will be an original. "A or B" means "A" or "B" or both.

21.16 It will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement. In computing time periods from one date to a later date, the words "from" and "commencing on" (and the like) mean "from and including"; and the words "to," "until" and the like mean "to and ending on". Indications of time of day mean Eastern Standard time in the United States.

22. **DISPUTE RESOLUTION**.

22.1 During the term of this Agreement, certain disputes may arise between you and us that may be resolvable through escalation. To facilitate such resolution, you and we agree any claim, dispute, or controversy as to the breach, enforcement, interpretation or validity of this Agreement will be referred to at least one Executive having decision making authority at your company and ours (the "Executives") for attempted resolution. If the Executives are unable to resolve such Dispute within thirty (30) days of such dispute being referred to them, then, upon the written request of either Party to the other Party, the Dispute will be subject to arbitration in accordance with Sections 22.2, 22.3 and 22.4 below. You shall not institute any legal or administrative proceeding for any dispute, claims or cause of action arising out of or in connection with this Agreement without first attempting to resolve the dispute in accordance with this Section. If such escalation fails to resolve the dispute, then either party may invoke arbitration as provided below.

22.2 Except for claims (as defined below) related to or based on the marks (which at our sole option may be submitted to any court of competent jurisdiction), any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise between or involving you and us (and/or involving you and/or any claim against or involving any of our or our Affiliates' shareholders, directors, partners, officers, employees, agents, attorneys, accountants, affiliates, guarantors or otherwise), which are not resolved pursuant to Section 22.1 above, will be submitted to arbitration.

22.3 Any dispute, claim or cause of action arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or the legal relationships established by this Agreement, will be finally settled by arbitration to be conducted in accordance with the International Arbitration Rules of the International Chamber of Commerce (the "**Rules**") and the terms of this Section. The following procedure applies to such arbitration:

22.4 The tribunal must consist of a single arbitrator who the parties shall appoint in accordance with the Rules (the "**Arbitrator**"), with the additional qualification that the Arbitrator must have at least three (3) years of experience in franchise relationships and franchise law;

22.4.1 The arbitration must take place in New Castle County, Delaware (in the United States);

22.4.2 The language of the arbitration must be English. Any document not in English must be translated into English by and at the expense of the party submitting it;

22.4.3 If the Arbitrator dies, resigns, or becomes unable to act, the parties shall appoint a new Arbitrator in accordance with the provisions of this Agreement;

22.4.4 Upon conclusion of the arbitration, the Arbitrator must issue his/her award in writing;

22.4.5 The Arbitrator may make an order for the payment of interest on any amount claimed and an order for the payment of costs;

22.4.6 The costs and expenses of arbitration (including the Arbitrator's fees and expenses, the cost of hiring premises for hearings and the cost of related facilities, the cost of shorthand writers and typists if transcripts of hearings are to be taken) will be borne 50% by us and 50% by you, except that each party shall be responsible for any costs associated with traveling and lodging and their own legal fees;

22.4.7 The parties agree and acknowledge that the Arbitrator may issue an award in favor of the prevailing party and against the non-prevailing party that includes the prevailing party's costs incurred in connection with the arbitration proceeding, including reasonable attorneys' fees and expenses;

22.4.8 Any matter relating to the conduct of the arbitration or to the interpretation of this Section must be determined by the Arbitrator, whose decision will be final and binding upon the parties; and

22.4.9 The parties shall keep the entire arbitration proceeding, including all claims, materials and disputes involved therewith, strictly confidential, unless Franchisor agrees otherwise in writing. Each party hereby acknowledges that any and all awards made against it by the Arbitrator will be binding on, and enforceable against, it pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards and New York Convention.

22.5 Specific Performance. Nothing in this Agreement will prevent either you or us from obtaining temporary restraining orders and temporary or preliminary injunctive relief in a court of competent jurisdiction. However, you and we must contemporaneously submit the dispute for arbitration on the merits.

22.6 No issue may be raised in any dispute (whether being resolved by litigation, arbitration or otherwise) and whether by way of claim, counter claim, set off or otherwise unless such party raises the issue in writing before the expiration of the earlier of:

22.6.1 One (1) year after the date on which the facts giving rise to the issue comes to the attention of, or should reasonably have come to the attention of, such party; or

22.6.2 Two (2) years after the initial occurrence of any act or omission giving rise to the issue whenever discovered; or

22.6.3 In the case of alleged misrepresentation inducing a party to this Agreement to enter into this Agreement within two (2) years of entering into this Agreement.

22.7 The arbitration provisions of this Agreement are intended to benefit and bind certain third party non-signatories, and all of yours and our principal owners and affiliates.

22.8 This provision continues in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement for any reason.

23. **NOTICES AND PAYMENTS**.

23.1 All written notices and reports permitted or required under this Agreement or by the System Standards Manual will be deemed delivered:

23.1.1 at the time delivered by hand;

23.1.2 2 business days after being placed in the hands of a commercial airborne courier service for next business day delivery; or

23.1.3 3 business days after placement in the United States mail by registered or certified mail, return receipt requested, postage prepaid.

All such notices must be addressed to the parties as follows:

If to Us: RGN-USF, LLC
3000 Kellway Drive, Suite 140
Carrollton, TX 75006
Attention: Legal Department

With a copy to: Andrew Beilfuss, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue, Suite 2400
Milwaukee, WI 53202

If to You: _____

_____

_____

Attention:_____

Either you or we may change the address for delivery of all notices and reports and any such notice will be effective within ten (10) business days of any change in address. Any required payment or report not actually received by us during regular business hours on the date due (or postmarked by postal authorities at least two (2) days prior to such date, or in which the receipt from the commercial courier service is not dated prior to two (2) days prior to such date) will be deemed delinquent.

23.2 You acknowledge and agree that exchanging information with us by e-mail is efficient and desirable for day-to-day communications and that we and you may utilize e-mail for such communications. You authorize the transmission of e-mail by us and our employees, vendors, and affiliates ("**Official Senders**") to you during the term of this Agreement. You further agree that: (a) Official Senders are authorized to send e-mails to those of your employees as you may occasionally authorize for the purpose of communicating with us; (b) you will cause your officers, directors, and employees to give their consent to Official Senders' transmission of e-mails to them; (c) you will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with you; and (d) you will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the term of this Agreement. The consent given in this Section 23.2 does not apply to the provision of notices by either party under this Agreement pursuant to Section 23.1 using e-mail unless the parties otherwise agree in a written document manually signed by both parties.

24. **FRANCHISEE ACKNOWLEDGMENTS**.

YOU ACKNOWLEDGE THAT OUR DECISIONS OR ACTIONS WILL BE DEEMED TO BE THE RESULT OF REASONABLE BUSINESS JUDGMENT, EVEN IF OTHER REASONABLE OR EVEN ARGUABLY PREFERABLE ALTERNATIVES ARE AVAILABLE, IF OUR DECISION OR ACTION IS INTENDED, IN WHOLE OR SIGNIFICANT PART, TO PROMOTE OR BENEFIT THE SYSTEM GENERALLY, EVEN IF THE DECISION OR ACTION ALSO PROMOTES OUR FINANCIAL OR OTHER INDIVIDUAL INTEREST. UNLESS WE HAVE EXERCISED OUR DISCRETION CAPRICIOUSLY OR ARBITRARILY, YOU WILL ACCEPT AND COMPLY WITH OUR JUDGEMENT OR DECISIONS.

Initials: _____

YOU ACKNOWLEDGE, WARRANT AND REPRESENT TO US THAT: EXCEPT (IF APPLICABLE) THROUGH OUR FRANCHISE DISCLOSURE DOCUMENT, NO REPRESENTATION HAS BEEN MADE BY US (OR ANY EMPLOYEE, AGENT OR SALESPERSON OF OURS) AS TO THE FUTURE OR PAST INCOME, EXPENSES, SALES VOLUME OR POTENTIAL PROFITABILITY, EARNINGS OR INCOME OF THE FRANCHISED OFFICE, OR ANY OTHER REGUS® OFFICE.

Initials: _____

APART FROM THE FINANCIAL PERFORMANCE REPRESENTATION MADE IN ITEM 19 OF THE DISCLOSURE DOCUMENT, NO REPRESENTATION OR STATEMENT HAS BEEN MADE BY US (OR ANY EMPLOYEE, AGENT OR SALESPERSON OF OURS) REGARDING THE ANTICIPATED INCOME, EARNINGS AND GROWTH OF US OR THE REGUS® SYSTEM, OR THE VIABILITY OF THE BUSINESS OPPORTUNITY BEING OFFERED UNDER THIS AGREEMENT.

Initials: _____

BEFORE EXECUTING THIS AGREEMENT, YOU HAVE HAD THE OPPORTUNITY TO CONTACT ALL EXISTING FRANCHISEES OF OURS.

Initials: _____

YOU HAVE HAD THE OPPORTUNITY TO INDEPENDENTLY INVESTIGATE, ANALYZE AND CONSTRUE BOTH THE BUSINESS OPPORTUNITY BEING OFFERED UNDER THIS AGREEMENT, AND THE TERMS AND PROVISIONS OF THIS AGREEMENT, USING THE SERVICES OF LEGAL COUNSEL, ACCOUNTANTS OR OTHER ADVISERS (IF YOU SO ELECT) OF YOUR OWN CHOOSING. YOU HAVE BEEN ADVISED TO CONSULT WITH YOUR OWN ADVISERS WITH RESPECT TO THE LEGAL, FINANCIAL AND OTHER ASPECTS OF THIS AGREEMENT, THE FRANCHISED OFFICE BUSINESS, AND THE PROSPECTS FOR THAT OFFICE BUSINESS. YOU HAVE EITHER CONSULTED WITH THESE ADVISORS OR HAS DELIBERATELY DECLINED TO DO SO.

Initials: _____

YOU HAVE RECEIVED FROM US A COPY OF OUR FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE, AT LEAST FOURTEEN CALENDAR DAYS BEFORE THE EXECUTION OF THIS AGREEMENT OR AT LEAST FOURTEEN CALENDAR DAYS BEFORE THE PAYMENT BY YOU TO US OF ANY CONSIDERATION IN CONNECTION WITH THE SALE OR PROPOSED SALE OF THE FRANCHISE GRANTED BY THIS AGREEMENT.

Initials: _____

NO REPRESENTATION OR STATEMENT HAS BEEN MADE BY US (OR ANY EMPLOYEE, AGENT OR SALESPERSON OF OURS) REGARDING YOUR ABILITY TO PROCURE ANY REQUIRED LICENSE OR PERMIT THAT MAY BE NECESSARY TO THE OFFERING OF ONE OR MORE OF THE SERVICES CONTEMPLATED TO BE OFFERED BY THE FRANCHISED OFFICE.

Initials: _____

THE COVENANTS NOT TO COMPETE SET FORTH IN THIS AGREEMENT ARE FAIR AND REASONABLE, AND WILL NOT IMPOSE ANY UNDUE HARDSHIP ON YOU, SINCE YOU HAVE OTHER CONSIDERABLE SKILLS, EXPERIENCE AND EDUCATION WHICH AFFORD YOU THE OPPORTUNITY TO DERIVE INCOME FROM OTHER ENDEAVOURS.

Initials: _____

YOU AFFIRM THAT ALL INFORMATION SET FORTH IN ALL APPLICATIONS, FINANCIAL STATEMENTS AND SUBMISSIONS TO US IS TRUE, COMPLETE AND ACCURATE IN ALL RESPECTS, AND YOU EXPRESSLY ACKNOWLEDGE THAT WE ARE RELYING ON THE TRUTHFULNESS, COMPLETENESS AND ACCURACY OF THIS INFORMATION.

Initials: _____

*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law.

25. **SUBMISSION OF AGREEMENT**.

The submission of this Agreement does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by you and us. The date of execution by us will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF US.

YOU ACKNOWLEDGE THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO YOU OTHER THAN THOSE SET FORTH IN OUR FRANCHISE DISCLOSURE DOCUMENT.

YOU HAVE READ ALL OF THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

INTENDING TO BE LEGALLY BOUND, the parties have executed and delivered this Agreement to be effective as of the Effective Date, regardless of the dates listed below.

<Signatures on Following Page>

"US":
FRANCHISOR:
RGN-USF, LLC,
a Delaware limited liability company

"YOU":
FRANCHISEE:
_____

By:_____

Name:_____

Title:_____

Date:_____

By:_____

Name:_____

Title:_____

Date:_____

SCHEDULE 1 – DEFINITIONS AND INTERPRETATION

1. In this Agreement, unless the context clearly indicates another intention:

   a. a reference to any gender includes other genders and the singular includes the plural and vice versa;

   b. any reference to a person will include natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted;

   c. a Section, Schedule or party is a reference to a Section of or a Schedule or party to this Agreement. The Schedules and Recitals form part of this Agreement and any reference to this "Agreement" includes the Schedules and Recitals;

   d. obligations undertaken by more than a single person, company or firm are joint and several obligations;

   e. a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision;

   f. a document is a reference to the document as from time to time supplemented or varied;

   g. writing includes fax transmission, email and similar means of communication;

   h. a number of days will be reckoned exclusively of the first day and inclusively of the last day;

   i. the headings, sub-headings and marginal notes are for convenience only and will not affect the construction of this Agreement;

   j. all references to "paragraphs" in the Schedules are references to paragraphs in that specific Schedule unless otherwise stated;

   k. the words "**include**", "**includes**", "**including**" and "**such as**" are to be construed as if they were immediately followed by the words "**without limitation**"; and

2. In respect of this Agreement:

   "**Affiliate**" means in relation to a party to this Agreement, any person Controlling, Controlled by or under common Control with that party;

   "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war.

   "**Approved Contractor**" means: (a) a contractor or supplier named on our approved contractor/supplier list; (b) a contractor or supplier who we notify you of in writing is approved by us; or (c) a subcontractor approved by us in accordance with the provisions of Section 7;

   "**Business and Marketing Plan**" has the meaning given in Section 11;

   "**Competitive Business**" has the meaning given in Section 3.2;

   "**Competitive Business Interest**" means direct or indirect beneficial ownership of more than five per cent (5%) of the issued share capital, stock, security and/or other participating interest carrying the right to vote and/or to distribution of profits of a Competitive Business;

   "**Confidential Information**" means all information or a confidential nature or disclosed in circumstances imparting a duty of confidence which, in our case, includes confidential information in respect of the Regus® System provided to you from time to time including, but not limited to, the System and the know how related to its use; plans, specifications, size and physical characteristics of Regus® Offices; Premises selection criteria, land use and zoning techniques and criteria; methods in obtaining licensing and meeting regulatory requirements; sources and design of equipment, furniture, forms, materials and supplies; marketing, advertising and promotional programs for Regus® Offices; staffing and delivery methods and techniques for personal services; the selection, testing and training of personnel for Regus® Offices; the

recruitment, qualification and investigation methods to secure employment for employment candidates; any computer software we make available or recommend for Regus® Offices, including the Regus® Technology; methods, techniques, formats, specifications, procedures, information and systems related to and knowledge of and experience in the development, operation and franchising of Regus® Offices; knowledge of specifications for and suppliers of certain products, materials, supplies, furniture, furnishings and equipment; knowledge of operating results and financial performance of Regus® Offices other than those operated by you (or your affiliates); customer lists; the System Standards Manual; details of any disputes with suppliers or other franchisees not yet subject to court proceedings; and all other information designated as confidential by us from time to time.

"**Control**" means direct or indirect beneficial ownership of more than twenty-five per cent (25%) of the issued share capital, stock or other participating interest carrying the right to vote and/or to distribution of profits of a party and "Controlled" and "Controlling" shall have a corresponding meaning;

"**Contract Year**" means a period of twelve (12) calendar months, commencing on the Effective Date and each subsequent anniversary thereafter;

"**Cross-Sales Referral Policy**" means the Regus® cross-sales referral policy which seeks to incentivize, and if appropriate reward based on the achievement of certain criteria, the cross-selling of services to Regus® across, and for the benefit of others within, the Regus® Group, as set out in the Manual and as may be amended by us from time to time;

"**Customer Data**" means personal data relating to any of our customers or your customers, including any data created in the course of any customer (including your Customers) booking services with us and/or you, which is processed pursuant to this Agreement;

"**Customer Deposits**" has the meaning given in Section 5.1.10;

"**Customer Fees**" means all fees and sums charged by you to your Customers in exchange for you providing them with the Services, including any taxes and additional charges, fees or interest charged to Customers (for instance, for delayed or late payment);

"**Customers**" means the customers and clients of your Regus® Office, and any other party who receives the Services from you;

"**Data Protection Law**" means U.S. State and Federal data protection and privacy laws and regulations and any legislation and/or regulation which amends, replaces, re-enacts or consolidates any such laws, and all other laws relating to processing of personal data (Customer Data) and privacy applicable to Customers and your or your employees or contractors, including, but not limited to, any relevant compliance guides or the like issued by governmental or supervisory authorities;

"**Designated Operator**" means the Chief Executive Officer (CEO) responsible for your Regus® Office, or such other responsible person as is notified by you and approved by us in writing from time to time;

"**e-commerce**" has the meaning given in Section 9.1.16;

"**e-names**" has the meaning given in Section 9.1.16;

"**Effective Date**" means the date of this Agreement;

"**Enterprise Value**" means the gross proceeds of sale received for your Regus® Office plus debt and minus total cash;

"**Franchised Services**" means the franchised services we (or our nominee) will provide to you during the Term, as further detailed in Schedule 3 (as may be updated and amended by us from time to time);

"**Gross Revenue**" means all received and accrued revenue, including cash, cash equivalents, and credit derived directly or indirectly from all business conducted with the use of the Marks or System or upon, from, or with, your Regus® Office, whether evidenced by check, cash, credit, charge, exchange, or otherwise (including proceeds of any business interruption insurance policies) and whether for services or products

provided or to be provided and whether such services or products are permitted or not permitted under this Agreement. Gross Revenue includes the fair market value of any goods or services received, directly or indirectly, by you, if consideration other than cash is received. Gross Revenue excludes (a) sales and similar taxes that, by law, are chargeable to customers (if you separately state and charge these taxes to the customer, the customer pays these taxes, and you pay the appropriate taxing authority) and (b) any documented refund you give to customers in good faith. You may not offset Gross Revenue by any other expense. For the avoidance of doubt, Gross Revenue includes all income received by your Regus® Office from the sale of workstations and meeting rooms and any additional business services (including virtual office services) provided by or at your Office, as well as any commission that you receive related to your Office, the Marks or the System. Notwithstanding the foregoing, at any time (and only at such times) that we are controlling the collection of payments from your Customers and distributing it to you then Gross Revenue will exclude accrued revenue that you have not yet received;

"**Incapacitated**" means that a person is unable due to physical or mental incapacity or ill health to take a full active role in the day to day running of your Regus® Office for periods which are collectively of more than ninety (90) days in a consecutive twelve (12) month period;

"**Infrastructure Support Payment**" means a sum equivalent to six percent (6%) of your Regus® Office Gross Revenue;

"**Initial Franchise Fee**" means the sum of twenty thousand and no/100 dollars ($20,000);

"**Initial Training Program**" means the initial training program that we provide for your and require you and certain members of your personnel to complete, in accordance with this Agreement;

"**IST**" means our international sales team, as defined in Section 5.3.6;

"**Know-How**" means our secret substantial and identified know-how consisting of knowledge of and expertise in operating Regus® Offices over a period of time;

"**Lease**" has the meaning given to it in Section 6.2.1;

"**Local Marketing Expenditure**" has the meaning given in Section 9.1.18;

"**Loss**" means all direct, indirect or consequential losses, damages, expenses, liabilities, claims, demands, proceedings, judgments, settlements, penalties, fines, costs (including legal costs, other professional costs and the costs of enforcements) and the expenses of investigating and defending any claims (including legal fees and disbursements, consultants' fees and disbursements and other professional fees and disbursements) whatsoever;

"**Manual**" or "**System Standards Manual**" means the operating guide manual in English along with information detailed on the Regus® intranet (currently called "Rspace", as may be amended from time to time), as updated by us from time to time to reflect the changes in the operation of our business and the Regus® Office business, which shall contain mandatory System Standards and suggested specifications, standards, operating procedures and rules that we prescribe from time to time for the operation of a Regus® Office and information relating to your other obligations;

"**Marketing Fund**" has the meaning given in Section 5.3.

"**Marketing Fund Fee**" means a sum equivalent to two per cent (2%) of your Regus® Office Gross Revenues;

"**Multi-Site Development Agreement**" means a multi-site development agreement which (if we have entered into it with you) grants you the right, subject to its terms, to open multiple Regus® Offices within a defined area and according to a specified opening schedule (called the "Development Schedule);

"**Office Business Plan**" means a business plan for your Regus® Office to be operated at the Site (including a provisional opening date) in such format as we require from time to time, covering as a minimum the first year of operation of your Regus® Office;

"**Opening Date**" means the date we sign the Operating Certificate for your Regus® Office authorizing you to open your Regus® Office for business in accordance with this Agreement;

"**Operating Certificate**" means certificate in the form detailed in Schedule 8, issued by us in accordance with Section 6, which affirms that your Regus® Office meets our requirements and may open for business;

"**Operational Improvements**" ideas, concepts, methods or improvements that you or your personnel develop in connection with the operation of your Regus® Office.

"**Persistent Breach**" means a breach by you of this Agreement that we have given you written notice of at least four (4) times in any twelve (12) month period or the same breach that you have committed three (3) times within any twelve (12) month period;

"**Premises**" is identified on Schedule 4;

"**Processing Fees**" means any fee and/or charge applied by a payment provider in consideration for processing: (a) any Customer Fees paid by Customers into our designated account; and/or (b) any funds being remitted by us to you;

"**Regus® Group**" means us, our company-operated businesses, our Affiliates and other third parties directly or indirectly authorized by us to use the System;

"**Regus® Office**" or "**Office**" means the operation of an office-based serviced office and co-working environment business and any 'virtual office' service business offering branded professional, inspiring and collaborative workspaces, communities and services specifically using the Marks and the System in a manner that has been carefully developed by us;

"**Regus® Technology**" means our online Regus® systems, including our (a) Regus® email system (currently called "Outlook"); (b) customer booking portal (currently called "My Regus®"); (c) inventory management and billing system (currently called "Titan"); (d) billing and ticketing portal (currently called "RZone"); (e) finance system (currently called "SUN"); (f) presentation and sales tool (currently called "Onstage"); (g) enquiry management system (currently called "Pivotal"); (h) intranet (currently called "RSpace"); (i) HR management system (currently called "Peoplesoft HR"); (j) training manual (currently called "FUSE"); and; (k) marketing collateral (currently called "RCloud"), as may be amended or supplemented by us from time to time;

"**Regus® Website**" means the website(s) used by the Regus® Group for the operation, marketing and promotion of its business, (such as www.Regus®.com), as may be updated and amended from time to time and any other domain names, URLs or websites owned by the Regus® Group;

"**Royalty Fee**" means a sum equivalent to six percent (6%) of your Regus® Office Gross Revenue;

"**Sanctioned Person**" means any person: (a) designated on the Consolidated List of Targets published by HM Treasury; (b) who has a significant criminal record having been convicted of a serious crime (felony) and the ownership of such shares in you by such person would seriously damage the reputation of you or us; (c) who by public designation of the United Nations Security Council or US or E.U. government authority is the subject of any Sanction; (d) listed in the annex to, or otherwise subject to the provisions of, any US Executive Order issued and in effect in connection with economic or trade sanctions; (e) named as a 'Specially Designated National and Blocked Person' on the most current list published by your Regus® Office of Foreign Asset Control (OFAC) of the government of the United States of America; (f) who is publically designated by the US Secretary of the Treasury to be owned or controlled by, or acting for or on behalf of, any person referred to in (c) or (d); or (g) publically designated by the US Secretary of State to have committed, or to pose a significant risk of committing, acts of "terrorism" as defined in the Executive Order 13244;

"**Sanction**" means any international economic, financial or trade sanction, imposed administered or enforced by the United Nations Security Council, the European Union or any of its member states, the US government or any United States agency, including OFAC, U.K. Foreign and Commonwealth Office, the U.K. Department for Business, Innovation & Skills or Her Majesty's Treasury;

"**Security Breach**" mans any accidental, unauthorized or unlawful destruction, loss, alteration or disclosure of, or access to, the personal data (Customer Data) that you process under this Agreement;

"**Services Agreement**" means the services agreement each Customer enters into in relation to and connection with the receipt of the Services by them from you;

"**Services**" means the services provided by you to your Customers in connection with your Regus® Office (as detailed in each Customer's Services Agreement), including providing and selling workstations and meetings rooms and other additional business services, including virtual office services, by or at your Regus® Office;

"**Site**" has the meaning given in Section 6.1;

"**Social Media**" means social and/or networking internet websites, including, but not limited to, Facebook, MySpace, YouTube, Yelp, LinkedIn and Twitter.

"**Substantial Breach**" means a curable default under the Franchise Agreement, as set forth in Schedule 7;

"**Successor Agreement**" has the meaning given in Section 3.3.1;

"**Successor Notice**" has the meaning given in Section 3.3.1;

"**Successor Term**" has the meaning given in Section 3.3.1;

"**System**" or "**Regus® System**" means our distinctive format and method developed and implemented by us on an ongoing basis in connection with the operation of the Business Offices utilising and comprising the Marks, and the System Standards;

"**System Changes**" means content in any of the Regus® Technology that is required to be translated into another language and/or any other changes required to be made to the Regus® Technology in order for the Regus® Technology to be compatible with another language in connection with you using and accessing the Regus® Technology;

"**System Standards**" means certain standard operational procedures, plans, directions, specifications, methods, management and advertising techniques and identification schemes, parts of which are contained in the System Standards Manual and may be changed, improved and further developed by us from time to time;

"**Term**" has the meaning given in Section 3.1, as may be extended in accordance with Section 3.3;

"**Termination Event**" means a non-curable default under the Franchise Agreement, as set forth in Schedule 7;

"**Trade Dress**" means our distinctive colour schemes, layout and designs used in connection with the Marks as amended by us at our sole discretion from time to time;

"**Trademarks**" **or** "**Marks**" the service marks identified in Schedule 2 and other associated logos, designs, artwork and trade dress, trademarks, service marks, commercial symbols, and e-names, which have gained and continue to gain public acceptance and goodwill, and may create, use and license additional trademarks, service marks, e-names and commercial symbols in conjunction with the operation of Regus® Offices;

"**Your Owners**" means all those persons and/or entities with a direct or indirect beneficial interest in you, as currently detailed in Schedule 10 and as may change from time to time in accordance with the terms of this Agreement;

"**Your Regus® Office**" is your business of opening and operating Business Offices under this Agreement; and

"**Working Days**" means any day (other than a Saturday or Sunday) on which banks are ordinarily open for business in the United States.

SCHEDULE 2 – THE MARKS

1. The Marks include the following and are owned by Pathway IP II GmbH (the "**Trademark Owner**"):

Mark	Registration Date	Registration No
"Regus" Service Mark	August 4, 1998	2178268
	May 9, 2017	5201754

2. We have the right to license the Marks to you hereunder which are associated with high standards of quality and service.

3. We grant and authorize you the right to use the Marks solely for the purpose of promoting and operating your Regus® Office for so long as this Agreement subsists and any usage will be in accordance with our directions and this Agreement. Your right to use the Marks is derived solely from this Agreement and limited to your operation of your Regus® Office at the Premises pursuant to and in compliance with this Agreement and all System Standards we prescribe from time to time during its term. Your unauthorized use of the Marks will be a breach of this Agreement and an infringement of our rights in and to the Marks.

4. You undertake not to do anything to prejudice or damage our goodwill in the Marks or their or our reputation and you shall not do anything which is likely to bring the Marks into disrepute. In particular you will operate your Regus® Office only under the Marks and no other brand (but your formal corporate name may appear on company letter pages, formal notice, etc.) and you will use the Marks without prefix or suffix. You will not use the Marks or part of them as part of your corporate or other name.

5. You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and you agree not to communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, U.S. Patent and Trademark Office proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. You agree to sign any and all instruments and documents, render such assistance and do such acts and things as, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks.

6. You will ensure that any items regularly used by you in your Regus® Office, shall carry such words devices and/or designs and in such prominence and colour, as may be specified by us from time to time, complying at all times with Section 9.1.23 (Notice of Status).

7. Where required by us you will join with us at our cost and expense in making any application or applications to record this and/or other trademark licenses at such trademark registry as we require and conform to the terms of such license.

8. Any additional goodwill generated by you for the Marks will be our sole property, without prejudice to your right to realize going concern value if you sell your Regus® Office subject to Section 14 (Transfer of this Agreement).

9. You will under no circumstances apply for registration of any trade or service mark in respect of any of the Marks or any part of them or colourable imitations of the same.

10. You will in all representations of the Marks used in your Regus® Office append in a manner approved by us such inscriptions as are usual or proper for indicating that the Marks are unregistered or registered (as the case may be).

11. No warranty either express or implied is given by us with respect to the validity of the Marks.

12. We reserve the right on reasonable written notice to substitute, add to and/or withdraw those trademarks and other indicia which comprise the Marks at the date of execution of this Agreement if:

    (a) the present Marks can no longer be used; or

    (b) if we, in our reasonable discretion, determine substitution of different Marks will be beneficial to your Regus® Office.

    In such circumstances, the use of substituted Marks shall be governed by the terms of this Agreement, and we will not compensate you or reimburse you for any loss of revenue attributable to any modified or discontinued Mark or for any expenditures you make to promote a modified or substitute trademark or service mark. You agree to make no claim in connection with any modification, discontinuance or other action, and/or with any dispute regarding the Marks.

13. You will use the Marks only in accordance with the System and the standards and specifications associated with and symbolized by the Marks.

14. You will not use the Marks to incur any obligation or indebtedness on our behalf.

15. We will indemnify you against and reimburse you for all damages for which you are held liable to third parties in any proceeding arising out of your authorized use of any of our Marks, pursuant to and in compliance with System Standards and the Franchise Agreement, resulting from claims by third parties that your use of any of the Marks infringes their trademark rights, and for all costs you reasonably incur in the defense of any such claim in which you are named as a party, so long as you have timely notified us of the claim and have otherwise complied with the terms of this Agreement. We will not indemnify you against the consequences of your use of the Marks except in accordance with the requirements of this Agreement. You must provide written notice to us of any such claim within ten (10) days of your receipt of such notice and you must tender the defense of the claim to us. We will have the right to defend any such claim and if we do so, we will have no obligation to indemnify or reimburse you for any fees or disbursements of any attorney retained by you. If we elect to defend the claim, we will have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

16. You expressly understand and acknowledge that:

    (a) Trademark Owner is the owner of all right, title, and interest in and to the Marks and the goodwill associated with and symbolized by them;

    (b) the Marks serve to identify the System and those who are authorized to operate under the System;

    (c) during the Term and after its expiration or termination, you will not directly or indirectly contest the validity of, nor take any other action which is likely to jeopardize Trademark Owner's ownership of or our or Trademark Owner's right to use and to license others to use the Marks;

    (d) your use of the Marks pursuant to this Agreement does not give you any ownership interest or other interest in or to the Marks; and

(e) we have and retain the rights, among others, to develop and establish other systems, businesses and, products and services using the Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses to such systems businesses and, products and services without providing any such rights to you.

SCHEDULE 3 – FRANCHISED SERVICES

The following sets out a summary of the Franchised Services.

1. CUSTOMER CONTRACT MANAGEMENT

1.1 The Franchisor shall:

(A) provide Customer contract management services including, but not limited to, the provision of systems, content and processes necessary to allow Customers to enter into service agreements online for workspaces, such agreements having regard to the Marks and to be provided in the appropriate business language of the Territory; and

(B) provide a system for the electronic storage of Customer contracts.

2. BILLING AND INVOICING

2.1 The Franchisor shall provide the following services related to billing and invoicing (the "**Billing and Invoicing Services**"):

(A) ongoing provision of inventory, booking and billing services; and

(B) management of the invoicing and billing process in respect of your Regus® Office including:

(i) generating and providing invoices to your Customers for the Customer Fees in respect of the Services provided by you to them using information inputted by your employees into the Regus® System;

(ii) calculating the amount payable to you each calendar month in respect of any Customer Fees we receive in that month;

(iii) processing of credit notes issued by the Franchisee;

(iv) where applicable, calculating late fee penalties in respect of unpaid Customers Fees owed by Customers to the Franchisee;

(v) management of customer direct debit information and credit card payments provided for the purpose of carrying out the Billing and Invoicing Services;

(vi) managing transactions processed via (including handling invoicing and receipt of payments) the Customer portal and app; and

(vii) processing of the auto renewal of Customer contracts.

2.2 Where requested by the Franchisee, the Franchisor shall provide automated collection letters. The Franchisor will only provide the automated sending out of collection letters and the Franchisee will be responsible for hiring any debt collectors it requires and/or engage its own debt collection agency(ies).

2.3 The Franchisor shall provide ongoing reporting services for the purpose of management of Customer bad debts or provide access to such information.

3. **INVENTORY MANAGEMENT**

3.1 The Franchisor shall provide the following services necessary for the day to day management of your Regus® Office (the "**Inventory Management Services**"):

(A) A system for the management of Regus® Office inventory which is based on information provided by Franchisee and covers (as applicable for the relevant Regus® Office):

(i) Parking;

(ii) Storage;

(iii) Offices;

(iv) Day Office;

(v) Meeting Rooms; and

(vi) Any other service offered by a Regus® Office, provided the Franchisor has agreed that it will provide such service as part of the provision of inventory management services.

(B) Access for Customers to the Customer portal;

(C) Access to the Centre portal and associated systems where bookings and Customer invoices can be generated, Customer contracts are loaded and accounts managed.

4. **PRICING SERVICES**

4.1 The Franchisor shall provide advice on pricing and promotions and regular analytics and benchmarking regarding pricing strategies. It being understood that such pricing services are reliant on the Franchisee providing the Franchisor with the information it requires to perform such services and in the format requested and such information being accurate and up-to-date.

5. **REGUS® INTRANET**

5.1 The Franchisor shall provide access to and use of the Franchisor's global intranet portal, including:

(A) a training portal, providing users with an online interactive training academy for the purpose of training staff in skills such as customer retention and sales optimisation; and

(B) a Regus® Office directory.

6. **CUSTOMERS**

6.1 The Franchisor shall provide a system that:

(A) manages Customer bookings;

(B) manages Customer invoices;

(C) processes Customer payments; and

(D) records the termination of Customer agreements as notified by Franchisee.

6.2 The Franchisor shall provide access to the Regus® customer portal and app for the purpose of facilitating interaction with, and bookings by, Customers, to include the following features:

(A) a visual sales tool for Regus® products;

(B) a global platform, enabling Customers to manage their profile, find workspaces, check availability of inventory and make bookings and payments; and

(C) a device registration platform, providing a secure mechanism for Customers and/or guests to register devices for use in Regus® locations globally.

7. **IT HELPDESK**

7.1 The Franchisor shall provide access to a global IT help desk for the purpose of IT troubleshooting and engineering support. It being understood that use of the IT help desk by the Franchisee is an additional cost to be borne by the Franchisee.

8. **IT MONITORING & SUPPORT**

8.1 The Franchisor shall provide network and device monitoring services and outage support services:

(A) 1st line monitoring and support of Regus® Office technology;

(B) vendor notifications for faults and interruptions;

(C) incident and escalation management; and

(D) capacity planning and service improvement planning.

8.2 The Franchisor shall provide access to and use of an IT self-help portal comprising an online resource of articles, for the purpose of assisting Regus® Office teams and employees with trouble shooting of technology and system related issues.

9. PRODUCT MANAGEMENT

9.1 The Franchisor shall provide the following product management services (the "**Product Management Services**"):

(A) producing templates designed for global product consistency;

(B) as the Franchisor sees fit, developing new initiatives for existing products and developing new innovative products; and

(C) online business intelligence and reporting.

10. REGUS® SYSTEM AND REGUS® OFFICE SUPPORT

10.1 The Franchisor shall provide:

(A) access to the Franchisor's project management methodology, for the purpose of assisting the Franchisee in opening new Regus® Offices and in running your Regus® Office;

(B) the latest version of the Regus® Office design specifications that are being used in the Regus® System generally in respect of new Regus® Offices and as set out in the Manual, including, but not limited to, those specifications relating specifically to IT and telecoms; and

(C) the latest space planning brief in respect of new Regus® Offices.

11. SALES

11.1 The Franchisor shall provide the following services:

(A) sales processes, standards, training and collateral;

(B) at the Franchisor’s discretion, global promotions to increase global sales or increase sales of a particular product;

(C) access to and benefit of global sales centres and broker networks; and

(D) a global membership programme as set out in the Manual and as may be updated from time to time.

11.2 The Franchisor shall arrange and attend half yearly meetings with the Franchisee for the purpose of discussion and review of the status, nature and quality of the Sales Services provided.

12. MARKETING

12.1 The Franchisor shall provide the following services:

12.1.1 annual marketing planning process and periodic business review;

12.1.2 create and maintain website(s) for the Marks;

12.1.3 brand guidelines for the Marks;

12.1.4 marketing campaigns and campaign toolkits;

12.1.5 customisable marketing plans;

12.1.6 pre-configured marketing planning tool;

12.1.7 access to a marketing portal and repository containing marketing collateral and editable templates; and

approved supplier list for marketing services

13. SOURCING NETWORK

13.1 Subject to agreeing terms of supply with the relevant supplier, including as to price, the Franchisee may source goods, materials and services through the Franchisor's supplier network.

14. HR SERVICES

14.1 The Franchisor shall provide people data management services for the processing of Franchisee employee records, including details of new starters and leavers as provided by the Franchisee.

15. TRAINING

15.1 The Franchisor shall provide an online training academy to train the Franchisee’s employees with the skills needed to operate your Regus® Office.

SCHEDULE 4 – THE PREMISES

[Insert Premises Address]

SCHEDULE 5 – DATA PROTECTION

1. For the purposes of Data Protection Laws, you acknowledge that each of us and you will be separately collecting Customer Data for the purposes of this Agreement. You are responsible for complying with all applicable Data Protection Laws in connection with the Customer Data you collect.

2. Without prejudice to the generality of the foregoing, you will:

   (a) collect and process Customer Data only to the extent necessary for the operation of your Regus® Office in a manner compliant with this Schedule and only use such Customer Data for the purposes of operating your Regus® Office in accordance with this Agreement and/or to the extent required by law or regulatory requirements;

   (b) refrain from any action or inaction that could cause us or our Affiliates to breach any of the Data Protection Laws;

   (c) provide any information or notice to Customers, the content and manner of which may be specified by us, and obtain any consent of the Customer in accordance with Data Protection laws on behalf of us that we determine, in our sole discretion, is required for us to fulfill any intended use of the Customer Data, including for marketing purposes;

   (d) at your own expense render such assistance and cooperation as we may require to assist us to comply with our or our Affiliates' own obligations under Data Protection Law or any other applicable privacy and/or data protection laws or regulations, including, but not limited to doing and executing or arranging to be done or executed, each act, document and thing necessary or desirable by us or our Affiliates in our sole and absolute discretion;

   (e) reimburse us and our Affiliates for any and all costs incurred in connection with the breach by you of any Data Protection Laws;

   (f) implement and maintain appropriate technical and organizational measures to protect Customer Data against a Security Breach. These measures will, at a minimum comply with applicable law and be appropriate to the harm which might result from unauthorized or unlawful processing or accidental loss, destruction or damage to Customer Data and to the nature of the Customer Data which is to be protected;

   (g) hold in strict confidence Customer Data, and not disclose Customer Data, in any form or medium, to any affiliated or non-affiliated person, firm or corporation except as necessary to operate your Regus® Office or as may be required by law, and to ensure your employees, consultants and staff members comply with the same;

   (h) ensure that any of your employees, consultants and/or staff who process Customer Data for the purposes of this Agreement are reliable and have been trained in relation to the requirements of Data Protection Law and in the care and handling of personal data;

   (i) promptly notify us of any complaint, communication or request of any Customer or governmental/supervisory authority, relating to Data Protection Law or any other applicable privacy and/or data protection laws or regulations;

   (j) promptly notify us in writing in the event of a Security Breach, in which event you will do all such acts and things (at your own expense) as we may require in order to remedy or mitigate the effects of the Security Breach;

   (k) allow us and our respective auditors or authorized agents to conduct audits or inspections during the Term of this Agreement for the purposes of verifying that you are processing Customer Data in accordance with your obligations under this Agreement and Data Protection Law, which will include providing access to your premises, resources and personnel (and those of any consultants or sub-contractors) used in connection with this Agreement;

(l) maintain written records of all categories of processing activities carried out on our behalf and containing the information prescribed in Data Protection Law;

(m) not disclose, or transfer any of the Customer Data outside of the United States of America without our prior written consent; and

(n) cease processing Customer Data immediately upon the termination or expiration of this Agreement (or partial termination) and as soon as possible thereafter, at our option, either return, or delete from its systems, the Customer Data and any copies of it or of the information it contains.

3. With regard to processing Customer Data, you warrant and agree that you will, in addition to the foregoing:

(a) process non-public personal information only in accordance with our written instructions (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by us to you from time to time) and not for your own purposes. If you are required to process non-public personal information for any other purpose by any applicable law to which you are subject, you will inform us of this requirement before the processing, unless that law prohibits this on important grounds of public interest;

(b) notify us immediately if, in your opinion, an instruction for the processing of personal data given by us infringes Data Protection Law; and

(c) not give access to or transfer any Customer Data to any third party without our prior written consent. Where we do consent, you must ensure the reliability and competence of the third party, its employees, subcontractors and agents who may have access to the Customer Data and must include in any contract with the third party provisions in favor of us and as are required by Data Protection Law. For the avoidance of doubt, where a third party fails to fulfill its obligations under any such agreement or applicable Data Protection Law, you will remain fully liable to us for the fulfilment of your obligations under this Agreement.

4. If any transfer or disclosure of Customer Data under this Agreement is subject to any law or regulation of any country in addition to or other than the United States of America, then you and we shall use best efforts to promptly amend this Agreement in a manner that shall cause it to comply with such laws or regulations.

SCHEDULE 6 - THE GUARANTEE

In consideration of the execution by RGN-USF, LLC, a Delaware limited liability company ("Franchisor") of the Regus® Franchise Agreement (the "Franchise Agreement"), dated the _____ day of _____, 20__ between Franchisor and _____ ("Franchisee") and for other good and valuable consideration, each of the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of all amounts and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in said Franchise Agreement and in any other agreement(s) by and between Franchisee and Franchisor.

If more than one (1) person has executed this Guarantee, the term "the undersigned", as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor, and agree that this Guarantee shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor.

The undersigned hereby agree, furthermore, that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder: (a) any term, covenant or condition of the Franchise Agreement may be amended, compromised, released or otherwise altered by Franchisor and Franchisee, and the undersigned do guarantee and promise to perform all the obligations of Franchisee under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Franchise Agreement may be released, substituted or added; (c) any right or remedy under the Agreement, this Guarantee or any other instrument or agreement between Franchisor and Franchisee may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Franchisee, any of the undersigned, any party to the Franchise Agreement or any other person.

Should Franchisee be in breach or default under the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Franchisee and without proceeding against or naming in such suit any other Franchisee, signatory to the Franchise Agreement or any others of the undersigned.

Notice to or demand upon Franchisee or any of the undersigned shall be deemed notice to or demand upon Franchisee and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Franchisee or any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Franchise Agreement, or under any other agreement(s) between Franchisor and Franchisee, except to the extent that the breach or default has been remedied or moneys owed have been paid.

Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, shall in no way modify or amend this Guarantee, which shall be continuing, absolute, unconditional and irrevocable.

It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee shall inure to the benefit of the Franchisor, its successors and assigns. This Guarantee may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

Should any one (1) or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

<Signatures on Following Page>

Signed as a Guarantee by:

[Individual name]

……..
(Signature)

……..
(Print name)

in the presence of a witness:

Signature: ……..
Name: ……..
Address: ……..
……..
Occupation: ……..

SCHEDULE 7 – SUBSTANTIAL BREACHES AND TERMINATION EVENTS

1. SUBSTANTIAL BREACHES: We may terminate your Franchise Agreement after we notify you of our intention to do so because of the occurrence of any of the events listed below and your failure to cure it within sixty (60) days of our notice (seven (7) days for payment defaults). Despite any cure period granted to you, you hereby agree to immediately commence and pursue such remedial action as is necessary to remedy the breach in the shortest time possible.

   (a) you fail to begin operating your Regus® Office within twelve (12) months of the Effective Date;

   (b) you, or your owners, fail to successfully complete initial or any other training to our satisfaction;

   (c) you abandon or fail to actively operate your Regus® Office for seven (7) or more consecutive business days, unless your Regus® Office has been closed for a purpose we have approved or because of casualty or government order;

   (d) you understate Gross Revenues by 5% or more;

   (e) you fail to pay when due any federal or state income, service, sales or other taxes due on the operations of your Regus® Office, unless you are in good faith contesting your liability for such taxes;

   (f) you fail to obtain any prior written approval or consent expressly required by this Agreement which, in our opinion, is material to the efficient operation of your Regus® Office;

   (g) your Designated Operator ceases to devote reasonably sufficient time, attention and effort to your Regus® Office and no suitable replacement is provided, or you do not have a Designated Operator in position for a period of one hundred and twenty (120) days without out permission;

   (h) you (or any of your owners) fail to comply with any other provision of this Agreement or any System Standard;

   (i) you fail to permit or cooperate with us or our nominee in any audit or inspection or fail to retain (or to produce on request) any records required to be maintained by you;

   (j) you or a trained manager is not present at your Regus® Office during all open hours;

   (k) failure to keep your Regus® Office open during the required hours;

   (l) failure to participate in any established Co-op;

   (m) purchasing or leasing any product or service from an unapproved supplier;

   (n) failure to obtain and maintain required permits;

   (o) if you are an entity, failure to maintain active status in your state of organization;

   (p) failure to promptly pay any amounts due us or your suppliers within seven (7) days of your receipt of our notice;

   (q) failure to timely make required reports;

   (r) failure to maintain sufficient liquid funds to pay amounts to us via electronic transfer;

   (s) you violate any other provision of this Agreement;

   (t) failure to maintain any standards or procedures contained in the System Standards Manual;

   (u) violation of any law, ordinance, rule or regulation of a governmental agency; or

   (v) you commit a Business Review Failure during any Review Periods.

2. TERMINATION EVENTS: We may terminate your Franchise Agreement effective immediately upon delivery of written notice of termination to you, if:

(a) you fail to cure a Substantial Breach within the cure period provided;

(b) you fail to comply with your undertakings, breach any warranty in this Agreement;

(c) you commit a Business Review Failure in three (3) consecutive Review Periods;

(d) you are in Persistent Breach;

(e) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; your Regus® Office is attached, seized, subjected to a writ or distress warrant or levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within sixty (60) days; or any order appointing a receiver, trustee or liquidator of you or your Regus® Office is not vacated within sixty (60) days following the entry of such order;

(f) you challenge the intellectual property rights (including the Marks) licensed to you under this Agreement or breach any of your obligations concerning the Marks, the System or the Know-How;

(g) you gave us false information or omitted to mention material information when applying for development and operating rights from us;

(h) you (or any of your owners) are or have been convicted by a trial court of, or plead or have pleaded no contest, or guilty, to a felony or other serious crime or offense;

(i) you (or any of your owners) engage in any dishonest or unethical conduct which may adversely affect the reputation of your Regus® Office or another Regus® Office or the goodwill associated with the Marks;

(j) you lose possession of the Premises;

(k) you violate any health, safety or sanitation law, ordinance or regulation and do not begin to cure the noncompliance or violation immediately, and correct such noncompliance or violation within 24 hours, after written notice is delivered to you;

(l) you (or any of your owners) breach any of the in-term restrictions against competition provided in this Agreement or any obligation to devote your or your owner's whole time and attention to the operation of your Regus® Office;

(m) you or your owners surrender or transfer control of the operation of your Regus® Office or any or all of the franchise entity without our consent;

(n) you or any of your Owners, Affiliates, directors or other officers are in violation of Anti-Terrorism Laws (or affiliated with a person or entity that is in violation of Anti-Terrorism Laws;

(o) you (or your owners) make any unauthorized use or disclosure of any Confidential Information or Know-How to unauthorized third parties or use, duplicate or disclose any portion of the System Standards Manual in violation of this Agreement;

(p) save by way of court proceedings or requirement of a regulatory authority, you divulge directly or indirectly to the press or any other third party other than to your professional advisers details of any dispute between you and us or between us and any of our franchisees;

(q) at any time you do not have a Guarantor or Replacement Guarantor in breach of Section 17 or the Guarantor fails to comply with its obligations in this Agreement;

(r) you or your directors, other officers, your Owners, Affiliates, the Guarantor or Replacement Guarantor directly or indirectly compete or enable or assist any third party to compete with us or any of our Affiliates during the Term;

(s) any other agreement between you and us (a "**Related Agreement**") is terminated by us, provided that such termination arises in connection with a breach of a Related Agreement by you that is considered by us acting reasonably to be substantially detrimental enough so as to undermine our trust in you as our franchisee and the parties' relationship generally. For the purposes of this paragraph, "**you**" shall be read as referring to "you or your Affiliate(s)" and "**us**" shall be read as referring to "us or our Affiliate(s);" and

(t) you or any of Your Owners, Affiliates, directors or other officers are or become Sanctioned Persons.

SCHEDULE 8 – TEMPLATE OPERATING CERTIFICATE

Dated: [*insert date*] 20[●]

This Operating Certificate (the "**Certificate**") relates to your Regus® Office to be operated at:

[*Address of Premises*] (the "**Site**")

for a term of [ten (10)] years from the date of this Certificate (for the purposes of this Certificate, the "**Operating Term**").

1. This Certificate is issued pursuant to the franchise agreement (the "**Franchise Agreement**") dated [●] between RGN-USF, LLC ("**we**", "**our**", "**us**") and [*Full franchisee name*] ("**you**", "**your**") under which we granted you the right to open a Regus® Office subject to certain terms and conditions.
2. Words and expressions defined in the Franchise Agreement will have the same meaning in this Certificate.
3. Pursuant to the Franchise Agreement, we approve the Premises for the operation of a Regus® Office during the Operating Term.
4. Where we have not carried out an inspection before the opening of your Regus® Office this approval is granted on the basis of the information provided to us by you and your representatives and your assurance that your Regus® Office complies in all respects with the detailed plans, specifications and standards approved and/or designated by us and is subject to our continuing right to inspect and require changes if your Regus® Office does not comply with those plans, specifications and standards.
5. Where we have carried out an inspection before opening and this has resulted in a list of defects being provided to you, our approval is given subject to you remedying such list of defects within thirty (30) days of the opening of your Regus® Office. If such defects are not remedied to our satisfaction within the thirty (30) day period, we may revoke this Certificate and terminate your right to operate your Regus® Office at the Site.
6. In consideration of us giving our approval to the operation of a Regus® Office you agree to operate your Regus® Office at the Premises subject to and in accordance with the terms and conditions set out in the Franchise Agreement which, together with this Certificate, form the operating terms for your Regus® Office at the Site described above.

SIGNED for and on behalf of

FRANCHISOR: **RGN-USF, LLC,** a Delaware limited liability company	**FRANCHISEE:** _____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

SCHEDULE 9 – TRANSFER OPTION

1. Upon our termination or expiration, and as provided in Section 15.3.3 of this Agreement, we have the option, exercisable by giving written notice to you within sixty (60) days from the date of such termination or expiration, to purchase your Regus® Office (the "**Transferring Office**") from you, including the leasehold rights to (or fee interest in) the Premises. We have the unrestricted right to assign this option to purchase your Regus® Office. We will be entitled to all customary warranties and representations in connection with our purchase of the Transferring Office, including, without limitation, representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise. In respect of the Transferring Office you will forthwith (unless otherwise notified by us in writing):

   (a) if the Transferring Office is leased to you, use your best endeavours to transfer to us (or anyone nominated by us (our "**Nominee**")) your interest in the Transferring Office which are leased to you;

   (b) if you hold an interest (legal or beneficial) in the Transferring Office, grant us (or our Nominee) a lease of the Transferring Offices in which you hold interest, such lease to be at a reasonable market rent and on standard commercial lease terms and conditions generally used in the market in which your Regus® Office is located in the United States of America. If we cannot agree the rent and/or other terms of the lease we will appoint an independent third party to determine the rent and other terms at a cost to be shared equally between the parties; and

   (c) transfer to us (or our Nominee) everything required in the Transferring Office (including furniture, fixtures and equipment) to make such Transferring Office operational following transfer,

   all of which together constitute the "**Transferred Assets**" and in consideration of which we will pay you the lower of either: (a) the net book value of the Transferred Assets (based on straight-line depreciation over ten (10) years); or (b) market value, within thirty (30) days of the completion of the transfer of the last Transferred Assets.

2. If the parties cannot agree the value of the Transferred Assets the value shall be based on the fair market value of the Transferred Assets. To determine fair market value, you and we shall each select a qualified appraiser. The two appraisers shall give their opinion of the fair market value of the Transferred Assets within twenty (20) days after their retention. In the event the opinions of the two appraisers differ and, after good faith efforts over the succeeding twenty (20) day period, they cannot mutually agree, the appraisers shall immediately and jointly appoint a third qualified appraiser. The third appraiser shall immediately (within (5) five days) choose the determination of either appraiser and such choice of this third appraiser shall be final and binding on the Parties. You and we shall each pay our own costs for the respective appraisers we choose and shall share equally the costs of any third appraiser.

3. The purchase price for the Transferred Assets will be paid at the closing of the purchase, which will take place not later than ninety (90) days after determination of fair market value. We have the right to set off against the purchase price, and thereby reduce the purchase price by, any and all amounts you or your owners owe to us and any and all amounts you owe to others that we pay in order to acquire the Transferring Office. At the closing, you agree to deliver instruments transferring to us:

   (i) good and merchantable title to the Transferred Assets, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and other transfer taxes paid by you;

   (ii) all licenses and permits of the Transferring Office which may be assigned or transferred; and

   (iii) the leasehold (or fee) interest and improvements in the Premises.

   If you cannot deliver clear title to all of the Transferred Assets, or if there are other unresolved issues, the closing of the sale will be accomplished through an escrow.

You and your Owners further agree to execute general releases, in form satisfactory to us, of any and all claims against us and our Affiliates, shareholders, officers, directors, employees, agents, successors and assigns.

SCHEDULE 10 – YOUR OWNERS

1. Details of your Owner's Shareholdings in you

Name	Shareholding
[Franchisee to provide]	

2. Details of your, the Guarantor's and your Owner's Other Business Interests

[*Franchisee to provide*]

SCHEDULE 11 –NON-COMPETE AGREEMENT

To: RGN-USF, LLC,
26, Boulevard Royal,
L-2449 Luxembourg

Re: Regus® Office Franchise

This letter is sent by the undersigned ("**I**" or the "**Individual**") pursuant to the Franchise Agreement dated _____ ("**Franchise Agreement**") by and between _____ and between RGN-USF, LLC (the "**Franchisor**") and [Full franchisee name] (the "**Franchisee**") under which the Franchisor has granted the Franchisee the right to open a Regus® Office, using the Marks, System and Know-how subject to certain terms and conditions.

Words and expressions defined in the Franchise Agreement will have the same meaning in this letter (the "**Agreement**").

1. In consideration of the Franchisor's agreement to enter into a Franchise Agreement (which I have read carefully and understand) with the Franchisee at my request, I undertake and agree to:

   1.1 not during the term of the Franchise Agreement be engaged, either directly or indirectly, in any business similar to or in competition to that carried on under the Franchise Agreement anywhere where it would compete with any member of the Regus® Office network (including the Franchisor, its Affiliates and other franchisees);

   1.2 to be directly or indirectly engaged, concerned or interested in a business similar to or in competition with your Regus® Office;

   1.3 neither during the term of the Franchise Agreement nor for twenty-four (24) months after the expiration or termination for any reason of the Franchise Agreement to be:

   (a) engage in, be employed by or own an interest, directly or indirectly, in any business which is a Competitive Business in, or within fifty (50) miles of, Franchisee's Regus® Office, or within fifty (50) miles of the Regus® Office of another of Franchisor's franchisees;

   (b) use the former Regus® Office to engage in, be employed by or own an interest, directly or indirectly, in a business whose principal business activity is a Competitive Business;

   (c) have any commercial dealings with or solicit any person, firm or company that has been a customer of Franchisee's Regus® Office for whom your Regus® Office has provided services or products at any time in the twenty-four (24) months period prior to the termination or expiration of the Franchise Agreement;

   (d) sell any of the business assets used in the operation of Franchisee's Regus® Office or transfer any shares in Franchisee's Business Entity to a third party which would enable, in either case, a third party directly or indirectly to carry on a Competitive Business; or

   (e) at any time after the termination or expiration, in connection with any other business or activity of any kind, including a Competitive Business, attempt to replicate (or attempt to purchase) any proprietary products or services of Franchisors.

2. I hereby acknowledge that the System Standards Manual and all other information and knowledge relating to the System is of a strictly confidential nature and accordingly covenant that I will not and will use my best endeavours to procure that the Franchisee's directors, employees and agents will not, whether before or after termination of the Franchise Agreement, divulge or use whether directly or indirectly for my own benefit or that of any other person any of such information or knowledge relating to the System which may be communicated to or otherwise acquired by me, provided that after the expiration of the term of the Franchise Agreement the obligation on me not to use such information or knowledge shall cease as regards confidential information which has become generally known or easily accessible other than by my or the Franchisee's breach.

3. I will not disparage Franchisor, Franchisor's performance, the Regus® System or otherwise take any action which could reasonably be expected to adversely affect the goodwill of the Regus® System, Marks and operations.

4. I acknowledge and agree that the restrictions in this Agreement are reasonable in the interests of the Franchisor and myself and are necessary for the protection of the goodwill of the System.

5. If for any reason any restriction or obligation contained in this Agreement shall be judged to be void as going beyond what is reasonable in all of the circumstances but would be valid if part of the wording hereof were deleted or the period of the restriction or the geographical extent were reduced in scope the said restriction or obligation shall be deemed to apply with such modifications as may be necessary to make it valid or effective.

6. Each of the restrictions and provisions contained in this Agreement and in each Section and sub-Section hereof shall be construed as independent of every other such restriction and provision to the effect that if any provision of this Agreement or the application of any provision to any person firm or company or to any circumstances shall be determined to be invalid and unenforceable then such determination shall not affect any other provision of his Agreement on the application of such provision to any person firm or company or circumstances all of which other provisions shall remain in full force and effect.

7. The formation, existence, construction, performance, validity and all aspects of this Agreement and the relationship of the parties shall be construed, interpreted and enforced according to Delaware law except to the extent that any conflict of laws rules may direct otherwise.

8. Any dispute, controversy or claim arising out of or concerning the construction, interpretation, application or consequences of any of the provisions of this Agreement or the breach, termination or invalidity thereof, whether during the Term or after the termination thereof will be settled by arbitration in accordance with the terms of the Franchise Agreement. The substantive law will be Delaware law and the venue will be New Castle County, Delaware.

IN WITNESS whereof the Individual has executed this document as an Agreement the day and year herein before written.

Signed as an Agreement by
[Individual name]

……..
(Signature)

……..
(Print name)

in the presence of a witness:

Signature: ……..
Name: ……..
Address: ……..

……..

Occupation: ……..

SCHEDULE 12 – CONDITIONAL ASSIGNMENT OF LEASE

THIS CONDITIONAL ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment**") is made, entered into and effective as of the effective date of the Lease (as defined hereinbelow), by, between and among **RGN-USF, LLC**, a Delaware limited liability company (the "**Franchisor**"), and _____ (the "**Franchisee**") whose current principal place of business is _____.

BACKGROUND INFORMATION

The Franchisor entered into that certain Franchise Agreement (the "**Franchise Agreement**") dated as of _____, 20___ with the Franchisee, pursuant to which the Franchisee plans to own and operate a Regus® Office (the "**Office**") located at _____ (the "**Approved Premises**"). In addition, pursuant to that certain Lease Agreement (the "**Lease**"), the Franchisee has leased or will lease certain space containing your Regus® Office described therein from _____ (the "**Lessor**"). The Franchise Agreement requires the Franchisee to deliver this Assignment to the Franchisor as a condition to the grant of a franchise.

OPERATIVE TERMS

The Franchisor and the Franchisee agree as follows:

1. Background Information: The background information is true and correct. This Assignment will be interpreted by reference to, and construed in accordance with, the background information.

2. Incorporation of Terms: Terms not otherwise defined in this Assignment have the meanings as defined in the Lease.

3. Indemnification of Franchisor: The Franchisee agrees to indemnify and hold the Franchisor and its affiliates, stockholders, directors, officers and representatives harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses, that they incur resulting from any claim brought against any of them or any action which any of them are named as a party or which any of them may suffer, sustain or incur by reason of, or arising out of, the Franchisee's breach of any of the terms of the Lease, including the failure to pay rent or any other terms and conditions of the Lease.

4. Conditional Assignment: The Franchisee hereby grants to the Franchisor a security interest in and to the Lease, all of the furniture, fixtures, inventory and supplies located in the Approved Premises and the franchise relating to your Regus® Office, and all of the Franchisee's rights, title and interest in and to the Lease as collateral for the payment of any obligation, liability or other amount owed by the Franchisee or its affiliates to the Lessor arising under the Lease and for any default or breach of any of the terms and provisions of the Lease, and for any default or breach of any of the terms and provisions of the Franchise Agreement. In the event of a breach or default by the Franchisee under the terms of the Lease, or, in the event the Franchisor makes any payment to the Lessor as a result of the Franchisee's breach of the Lease, then such payment by the Franchisor, or such breach or default by the Franchisee, shall at Franchisor's option, be deemed to be an immediate default under the Franchise Agreement, and the Franchisor shall be entitled to the possession of the Approved Premises and to all of the rights, title and interest of the Franchisee in and to the Lease and to all other remedies described herein or in the Franchise Agreement or at law or in equity, without prejudice to any other rights or remedies of the Franchisor under any other Agreements or under other applicable laws or equities. This Assignment shall constitute a lien on the interest of the Franchisee in and to the Lease until satisfaction in full of all amounts owed by the Franchisee to the Franchisor. In addition, the rights of the Franchisor to assume all obligations under the Lease provided in this Assignment are totally optional on the part of the Franchisor, to be exercised in its sole discretion. Franchisee agrees to execute any and all Uniform Commercial Code financing statements and all other documents and instruments deemed necessary by Franchisor to perfect or document the interests and assignments granted herein.

5. No Subordination: The Franchisee shall not permit the Lease to become subordinate to any lien without first obtaining Franchisor's written consent, other than the lien created by this Assignment, the Franchise Agreement, the Lessor's lien under the Lease, liens securing bank financing for the operations of Franchisee on the Approved Premises and the agreements and other instruments referenced herein. The Franchisee will not terminate, modify or amend any of the provisions or terms of the Lease without the prior written consent of the Franchisor.

Any attempt at termination, modification or amendment of any of the terms without such written consent is null and void.

6. Exercise of Remedies: In any case of default by the Franchisee under the terms of the Lease or under the Franchise Agreement, the Franchisor shall be entitled to exercise any one or more of the following remedies in its sole discretion:

(a) to take possession of the Approved Premises, or any part thereof, personally, or by its agents or attorneys;

(b) to, in its discretion, without notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Approved Premises, together with all furniture, fixtures, inventory, books, records, papers and accounts of the Franchisee;

(c) to exclude the Franchisee, its agents or employees from the Approved Premises;

(d) as attorney in fact for the Franchisee, or in its own name, and under the powers herein granted, to hold, operate, manage and control your Regus® Office and conduct your Regus® Office, if any, thereof, either personally or by its agents, with full power to use such measures, legally rectifiable, as in its discretion may be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, hereby granting full power and authority to the Franchisor to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter;

(e) to cancel or terminate any unauthorized agreements or subleases entered into by the Franchisee, for any cause or ground which would entitle the Franchisor to cancel the same;

(f) to disaffirm any unauthorized agreement, sublease or subordinated lien, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Approved Premises or the Approved Premises that may seem judicious, in the sole discretion of the Franchisor;

(g) to insure and reinsure the same for all risks incidental to the Franchisor's possession, operation and management thereof; and/or

(h) notwithstanding any provision of the Franchise Agreement to the contrary, to declare all of the Franchisee's rights but not obligations under the Franchise Agreement to be immediately terminated as of the date of the Franchisee's default under the Lease.

7. Power of Attorney: The Franchisee does hereby appoint irrevocably the Franchisor as its true and lawful attorney in fact in its name and stead and hereby authorizes it, upon any default under the Lease or under the Franchise Agreement, with or without taking possession of the Approved Premises, to rent, lease, manage and operate the Approved Premises to any person, firm or corporation upon such terms and conditions in its discretion as it may determine, and with the same rights and powers and immunities, exoneration of liability and rights of recourse and indemnity as the Franchisor would have upon taking possession of the Approved Premises pursuant to the provisions set forth in the Lease. The power of attorney conferred upon the Franchisor pursuant to this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without the written consent of the Franchisor.

8. Election of Remedies: It is understood and agreed that the provisions set forth in this Assignment are deemed a special remedy given to the Franchisor and are not deemed to exclude any of the remedies granted in the Franchise Agreement or any other agreement between the Franchisor and the Franchisee, but are deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted to the Franchisor, all of which remedies are enforceable concurrently or successively. No exercise by the Franchisor or any of the rights hereunder will cure, waive or affect any default hereunder or default under the Franchise Agreement. No inaction or partial exercise of rights by the Franchisor will be construed as a waiver of any of its rights and remedies and no waiver by the Franchisor of any such rights and remedies shall be construed as a waiver by the Franchisor of any future rights and remedies.

9. Binding Agreements: This Assignment and all provisions hereof shall be binding upon the Franchisor and the Franchisee, their successors, assigns and legal representatives and all other persons or entities claiming under them or through them, or either of them, and the words "Franchisor" and "Franchisee" when used herein shall include all such persons and entities and any others liable for payment of amounts under the Lease or the Franchise Agreement. All individuals executing on behalf of corporate entities hereby represent and warrant that such execution has been duly authorized by all necessary corporate and shareholder authorizations and approvals.

10. Assignment to Control: This Assignment governs and controls over any conflicting provisions in the Lease.

11. Attorney's Fees, Etc.: In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment, the prevailing party will be entitled to recover its attorneys' fees, costs and expenses relating to any trial or appeal (including, without limitation, paralegal fees) or arbitration or bankruptcy proceeding from the non-prevailing Party.

12. Severability: If any of the provisions of this Assignment or any Section or subsection of this Assignment shall be held invalid for any reason, the remainder of this Assignment or any such Section or subsection will not be affected thereby and will remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the day and year first above written.

FRANCHISOR
RGN-USF, LLC,
a Delaware limited liability company

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE
_____

By:_____

Name:_____

Title:_____

Date:_____

The Lessor hereby consents, agrees with, approves of and joins in with this CONDITIONAL ASSIGNMENT AND ASSUMPTION OF LEASE.

LESSOR

By:_____

Name:_____

Title:_____

Date:_____

EXHIBIT C TO FRANCHISE DISCLOSURE DOCUMENT

MULTI-SITE DEVELOPMENT AGREEMENT AND EXHIBITS

REGUS®

MULTI-SITE DEVELOPMENT AGREEMENT

THIS MULTI-SITE DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into this ___ day of _____, 20__ (the "**Effective Date**"), regardless of the actual date of signature, between **RGN-USF, LLC**, a Delaware limited liability company ("**we**", "**us**" or "**our**") and _____, a(n) _____ ("**you**", "**your**" or "**Developer**").

1. INTRODUCTION

1.1. The REGUS® System. We and our affiliates have expended considerable time, money and effort and incurred expense on developing branded professional, inspiring and collaborative workspaces, communities and services (a "**REGUS® Office**" or "**Office**") so that they have a reputation and distinctive image of being associated with quality. REGUS® Offices operate under the service mark and trade name "**REGUS®**" and other associated logos, designs, artwork and trade dress, trademarks, service marks, commercial symbols, and e-names, which have gained and continue to gain public acceptance and goodwill, and may create, use and license additional trademarks, service marks, e-names and commercial symbols in conjunction with the operation of REGUS® Offices (collectively, the "**Marks**") and under distinctive business formats, methods, procedures, designs, layouts, signs, equipment, trade dress, standards and specifications, all of which we may improve, further develop or otherwise modify from time to time (the "**System**"). We grant to persons who meet our qualifications and are willing to undertake the investment and effort, franchises to own and operate REGUS® Offices offering the products and services we authorize and approve and utilizing the Marks and the System within a specific geographic area (a "**Development Area**"). We wish to expand our network of REGUS® Offices and are therefore willing to grant you the rights set out herein to enable you to operate REGUS® Offices within the Development Area subject to the terms and conditions of this Agreement and the Franchise Agreement for each Office.

1.2. Intention and Purposes. Before or simultaneously with signing this Agreement, you and we (or your Controlled Affiliate, as defined below) signed or are signing a Franchise Agreement pursuant to which you (or such Controlled Affiliate) will operate a REGUS® Office (the "**Current Franchise Agreement**"). You and we are signing this Agreement because you would like the right to develop and operate a number of REGUS® Offices within a certain geographic area over a certain period of time, and we are willing to grant you those rights if you comply with this Agreement's terms and conditions.

1.3. Business Organization. If you are at any time a business organization ("**Business Entity**") (like a corporation, limited liability company or partnership) you agree and represent that:

(a) you have the authority to execute, deliver and perform your obligations under this Agreement and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

(b) your organizational or governing documents will recite that the issuance and transfer of any ownership interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement;

(c) the Principal Owners Statement will completely and accurately describe all of your owners and their interests in you. A copy of our current form of Principal Owners Statement is attached to the Current Franchise Agreement and/or the Franchise Disclosure Document you were furnished;

(d) you and your owners agree to revise the Principal Owners Statement as may be necessary to reflect any ownership changes and to furnish such other information about your organization or formation as we may request (no ownership changes may be made without our approval);

(e) each of your owners during the Term will sign and deliver to us our standard form of Principal Owner's Guaranty undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us; and

(f) at our request, you will furnish true and correct copies of all documents and contracts

governing the rights, obligations and powers of your owners and agents (like articles of incorporation or organization and partnership, operating or shareholder agreements).

2. **TERM**

This Agreement commences on the Effective Date and expires on the earlier of: _____ (the "**Term**"). This Agreement may be terminated before it expires in accordance with its terms. Upon expiration or termination of this Agreement, you will **not** have any further rights to acquire franchises to operate REGUS® Offices; but you may continue to develop, own and operate all REGUS® Offices subject to franchise agreements (the "**Franchise Agreement(s)**") with us in accordance with their terms.

3. **DEVELOPMENT RIGHTS AND OBLIGATIONS**

3.1. Development Rights If you (and your affiliates) are in full compliance with all of the provisions of this Agreement and all of the Franchise Agreements, then during the Term, we will grant to you (or your Controlled Affiliate) franchises to develop, own and operate ___ REGUS® Offices (including the REGUS® Office covered by the Current Franchise Agreement) to be located within the following Development Area encompassing the following geographic area: _____ in the state(s) of _____.

If the Development Area is identified by counties or zip codes it will be considered fixed as of the Effective Date, notwithstanding any political reorganization or change to the boundaries or zip codes. The parties may depict the Development Area on a map attached to this Agreement and initialed by the parties as Exhibit "A." However, if there is any inconsistency between the language in this text and the attached map, the language in the text of this Agreement will control. Pursuant to these development rights, you must open the REGUS® Offices according to the mandatory Development Schedule described below.

3.2. Use of Controlled Affiliate

The parties acknowledge that you may wish to appoint a wholly-owned subsidiary incorporated in the same country as the country of incorporation as you (each being a "**Controlled Affiliate**") to open and operate each of your REGUS® Offices, including such Controlled Affiliate being the named tenant on the Lease for such REGUS® Offices. In consideration of us accepting this structure you hereby undertake, warrant and agree that:

(a) prior to each Controlled Affiliate commencing any business in connection with your REGUS® Offices you will provide us with full details of the relevant Controlled Affiliate, including its full corporate name, company registration number, incorporation certificate and shareholder list;

(b) each Controlled Affiliate will be wholly-owned by you and will remain wholly-owned by you for the Term unless otherwise approved by us in writing;

(c) each Controlled Affiliate will have sufficient working capital and resources to operate your REGUS® Offices in accordance with the terms of this Agreement;

(d) prior to each Controlled Affiliate commencing any business in connection with your REGUS® Offices, you will procure and ensure that the Controlled Affiliate enters into the Franchise Agreement;

(e) you shall procure and ensure that each Controlled Affiliate operates your REGUS® Offices throughout the Term in compliance with this Agreement;

(f) under no circumstances shall we have any liability for or responsibility to any Controlled Affiliate at any time whether during the Term or otherwise; and

(g) you will remain fully liable for all of your obligations under this Agreement, including any acts, omissions or default by any Controlled Affiliate, and the appointment of any Controlled Affiliate pursuant to this clause will under no circumstances relieve you from any of your obligations or liabilities under this Agreement.

3.3. Exclusivity If you and your Controlled Affiliates are in full compliance with this Agreement and all other agreements between you (or any of your Controlled Affiliates) and us, including, without limitation,

any Franchise Agreement then in effect between you (or any Controlled Affiliate) and us for the operation of REGUS® Offices, then during the Term only, and except as otherwise provided in this Agreement, neither we nor our affiliates will operate, or authorize any other party to operate, a REGUS® Office, the physical premises of which are located within the Development Area unless such REGUS® Offices exist in the Development Area as of the Effective Date of this Agreement. You acknowledge and agree that, except for the specific rights granted to you under this Section 3.2, we may exercise any and all other rights that we now reserve in Section 3.3 below or under any Franchise Agreement (and related documents). After this Agreement ends, regardless of the reason, we and our affiliates may engage, and allow others to engage, in any activities we desire within and outside the Development Area, without any restrictions whatsoever, subject to only your (or any affiliate's) rights under Franchise Agreements with us then in effect.

3.4. Reserved Rights We reserve all rights not expressly granted to you pursuant to this Agreement. Except as expressly granted above, we (and our affiliates) retain the right to:

(a) unless otherwise restricted by an agreement between you and us, including, but not limited to, Section 3.2 above, issue competing franchises and to directly or indirectly develop and operate competing company-owned businesses under the Marks for or at any locations, including locations that may be in close proximity to your REGUS® Office;

(b) to own, operate or manage a similar or Competitive Business or grant a license or franchise for the operation of a similar or Competitive Business anywhere we consider appropriate, including within close proximity to your REGUS® Office;

(c) solicit prospective franchisees and grant other persons the right to operate REGUS® Offices through national or regional advertising, trade shows or conventions, or using or through the Internet, Intranet or other forms of e-commerce or through similar means;

(d) sell, solicit, recruit and provide services for REGUS® Offices or any franchised business not defined as a REGUS® Office in this Agreement;

(e) sell, and provide the products and/or services authorized for sale by, REGUS® Offices under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels for distribution, including within close proximity to your REGUS® Office, pursuant to such terms and conditions as we consider appropriate;

(f) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at REGUS® Offices, and operating through ourselves or our affiliates or franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating, including in close proximity to your REGUS® Office;

(g) be acquired (whether through acquisition of assets, ownership interest or otherwise, regardless of the form of transaction), buy a business providing products and services similar to those provided at REGUS® Offices, or by another business, even if such business operates, franchises and/or licenses Competitive Business (defined below) in close proximity to your REGUS® Office;

(h) conduct all internet-related, e-commerce, social media and related communications relating to the operation of REGUS® Offices or the selling of products and services offered at any of the REGUS® Offices. In this connection, we will have the sole right to establish one or more websites that contain any of the Marks, or that advertise, market or promote any of the services that we authorize for REGUS® Offices. You agree to follow our rules and policies with respect to the use of the internet and social media, both for advertising and marketing, and for the conducting of electronic commerce. We may engage in internet and any e-commerce, marketing, promotion and operation, even if those activities affect your customer relationships or potential customer relationships in close proximity to your REGUS® Office; and

(i) solicit prospective franchisees for, and own and operate, businesses and offices of any other kind or nature, anywhere.

The term "**Competitive Business**" as used in this Agreement means any business, under any trademarks or tradenames, which produces, offers, sells, distributes or is otherwise involved in, the sale of products or services the same or similar to, or which are competitive with, those services and/or products offered by us, our affiliates or franchisees, which include, but are not limited to, any business offering office or workspace related products or services, including a "virtual office" service, flexible workspaces and/or business lounges.

3.5. Development Obligations During the Term, you will at all times faithfully, honestly and diligently perform your obligations and continuously exert your best efforts to promote and enhance the development of REGUS® Offices within the Development Area. You agree to:

(a) obtain locations and premises for REGUS® Offices within the Development Area approved by us; and

(b) sign Franchise Agreements to develop and open, and continue in operation, the number of REGUS® Offices within the time periods (the "**Development Periods**") mandated by the schedule attached hereto as Exhibit "B" (the "**Development Schedule**").

3.6. Effect of Failure (a) Strict compliance with the Development Schedule is of the essence. If you do not timely meet the Development Schedule or you close a REGUS® Office and such closure causes you not to be in compliance with the Development Schedule, you will be in default. Any such default constitutes a material breach of this Agreement and we may:

(i) terminate this Agreement without giving rise to any claim for compensation to you;

(ii) terminate your exclusivity in the Development Area;

(iii) amend in our sole discretion the boundaries of the Development Area;

(iv) grant you a one-time extension of up to three (3) months in our sole discretion, and if we do grant you an extension then you must pay to us a fee of ten thousand and no/100 dollars ($10,000.00) (the "**Development Commitment Extension Fee**") to compensate us for prospective fees and other amounts that would have been payable to us had you not breached the Development Schedule. You acknowledge that we will be substantially damaged by your breach of the Development Schedule and that the actual amount of damages will be difficult, if not impossible, to ascertain and agree that the Development Commitment Extension Fee is reasonable compensation for our losses and not a penalty. The Development Commitment Extension Fee shall be paid within thirty (30) days of your receipt of an invoice for the same.

(b) For the avoidance of doubt, any waiver of our rights under clauses 3.5(a)(i)-(iii) above shall not prejudice or inhibit our right to exercise any and all of our rights under clauses 3.5(a)(i)-(iii) above if you subsequently commit an additional breach of this Agreement.

(c) Without prejudice to our other rights under this Agreement, if the Term is terminated or expires then your rights pursuant to this Agreement will terminate, and you will not be able to open any new REGUS® Office, in the Development Area or otherwise; provided, however that you will be able to continue operating your existing REGUS® Offices for the remainder of the term of their respective Franchise Agreements but we may ourselves or through a third party open and operate additional REGUS® Offices in the Development Area without restriction, including Offices that are in close proximity to yours.

3.7. Acquisitions

(a) During the Term, we may acquire (whether directly or indirectly) a workspace in the

Development Area (each an "**Acquired Workspace**"). If on the date on which we complete the acquisition of an Acquired Workspace: (i) this Agreement is still in force and has not been terminated; and a substantial breach has not occurred (collectively, the "**Pre-Conditions**"); and (ii) the Term (including any extension) has not expired or been terminated, then subject to and in accordance with clause 3.7 (b), we shall offer you the option to acquire the Acquired Workspace from us within ninety (90) days of an offer being made to you by us (the "**Purchase Option**").

(b) If we offer you a Purchase Option, then: (i) we shall specify (acting reasonably): (A) whether the Purchase Option comprises a share sale or asset sale; (B) the consideration for the acquisition under the Purchase Option, being the price, calculated in good faith, at which the Acquired Workspace might reasonably be expected to be transferred in the open market on arms' length terms between a willing seller and a willing buyer (but without regard to the purchase price or consideration paid by us for the Acquired Workspace; and (C) any other terms that we consider to be necessary or appropriate having regard to the transaction in question.

(c) You shall inform us whether you wish to accept or reject the Purchase Option and, if you wish to accept the Purchase Option, we shall discuss and negotiate with you (each party acting reasonably) based on the terms specified under clause 3.7(b) for a period of ninety (90) days following our offer of the Purchase Option.

(d) If you reject the Purchase Option, you fail to respond to the Purchase Option within ninety (90) days following our offer or the parties do not exchange contracts for the transfer of the Acquired Workspace to you within ninety (90) days following our offer, then with effect from the relevant date we shall have no obligations to you in respect of the Acquired Workspace and we shall have the right to operate the Acquired Workspace without restriction or to offer any other person the option to acquire the Acquired Workspace (provided that any such offer is made on terms no materially more favorable to the purchaser than the Purchase Option).

3.8. <u>New openings</u>

(a) If, following the expiration (for the avoidance of doubt excluding as a result of early termination) of the Term we consider that any additional REGUS® Offices could be opened and operated in the Development Area then, subject to clause 3.8(b), we shall offer you a right of first refusal to open and operate those REGUS® Office(s) subject to and in accordance with the following terms:

(i) we shall notify you in writing that we have determined that additional REGUS® Office(s) could be opened and operated in the Development Area, together with a development schedule specifying the minimum number of REGUS® Offices that you would be required to open and operate and any requirements as to the size of the REGUS® Offices, in each case as determined by us in our sole discretion (such notice being a "Development Notice");

(ii) if you wish to exercise your right of first refusal then you must, within thirty (30) days of the date of our Development Notice, notify us that you wish to open and operate (the additional REGUS® Office(s) referred to in the Development Notice (such notice being a "**Development Offer**"); and

(iii) if you submit a valid Development Offer in accordance with clause 3.8(a)(ii), then the parties shall, within fifteen (15) days of the date of the Development Offer, enter into a new development agreement for the additional REGUS® Office(s) to be opened and operated by you, on the terms in our Development Notice and strictly on the basis of our then-standard terms (with such changes as we may reasonably require).

(b) We shall not be required to offer you a right of first refusal pursuant to clause 3.8(a) if, as at the date on which we would otherwise be required to offer you a right of first refusal, the Pre-

Conditions are not satisfied.

(c) If you reject the terms contained in a Development Notice, you fail to respond to a Development Notice within thirty (30) days following the date of the Development Notice or the parties do not enter into a new development agreement for the additional REGUS® Offices within fifteen (15) days of the date of a Development Offer, then, with effect from the relevant date we shall have no further obligations to you in respect of the additional REGUS® Offices to which the Development Notice relates and we shall have the right to operate the additional REGUS® Offices without restriction or to offer any other person the option to open or operate the additional REGUS® Offices (provided that any such offer is made on terms not materially more favorable to the purchaser than the terms offered to you in the Development Notice).

4. DEVELOPMENT FEE

You agree to pay us a development fee of $_____ (the "**Development Fee**"), which is equal to the sum of the Initial Franchise Fee for the Current Franchise Agreement plus one-half of the Initial Franchise Fee times the number of additional REGUS® Offices to be developed pursuant to the Development Schedule. The calculation of the Development Fee is illustrated as follows:

No. of REGUS® Offices	Initial Franchise Fee for 1st Office	One-Half of Initial Franchise Fee for Additional Offices	Total Development Fee
2	$20,000	1 x $10,000 = $10,000	$30,000
3	$20,000	2 x $10,000 = $20,000	$40,000
4	$20,000	3 x $10,000 = $30,000	$50,000
5	$20,000	4 x $10,000 = $40,000	$60,000

The Development Fee is payable by Developer for the development rights granted under this Agreement. The Development Fee is payable in full on the date this Agreement is signed and is not refundable once paid regardless of how many Offices Developer completes.

5. GRANT OF FRANCHISES

5.1. Franchise Agreements No less than 120 days prior to the Open Date for each REGUS® Office, you (or a Controlled Affiliate) must enter into our then-current form of franchise agreement for each respective REGUS® Office. Each such Franchise Agreement will be modified by this Agreement as provided in this Section 5.

5.2. Initial Franchise Fees. In addition to the Development Fee, you must remit:

Office	Initial Franchise Fee*	When Payable
Remaining Initial Franchise Fees for Additional Offices after First Office	$10,000 per Office	The remaining 50% of the Initial Franchise Fee for each Office after the first Office is due at the time the applicable Franchise Agreement is signed.

* All Initial Franchise Fees are non-refundable except as otherwise may be provided in your Franchise Agreements.

5.3. Franchise Agreements You agree to give us all information and materials we request to assess each proposed REGUS® Office site and your (or your Controlled Affiliate's) financial and operational ability to develop and operate each proposed REGUS® Office. We will not unreasonably withhold approval of any site you propose that meets our then-current criteria for population density and other demographic characteristics, visibility, traffic flow, competition, accessibility, parking, size and other physical and commercial characteristics. We have the absolute right to disapprove any site that does not meet these criteria and other criteria that we may develop from time to time. We agree to use reasonable efforts to review and approve the sites that you propose

within 30 days after we receive all requested information and materials. If we approve a proposed site and your (or your Controlled Affiliate's) financial and operational ability to develop and operate the proposed REGUS® Office, then you or your approved Controlled Affiliate, must sign a separate franchise agreement for that REGUS® Office. If neither you nor your Controlled Affiliate do so (including the owners for documents that need to be signed by them), or are unable to obtain lawful possession of the proposed site within a reasonable time after we approve of the proposed site, then we may withdraw our approval. Neither you nor any Controlled Affiliate may sign any lease or sublease for a site without our prior acceptance and without first signing and complying with any Franchise Agreement. After you (or your Controlled Affiliate) sign the Franchise Agreement, the terms and conditions of it will control the development and operation of that REGUS® Office, with the exception that it must be opened within the time limits specified in the Development Schedule.

5.4. Franchise Status This Agreement does not create a franchise relationship between you and us. Any franchise relationship between you and us is created solely by signing a Franchise Agreement.

6. TRANSFER

6.1. By Us This Agreement is fully transferable and assignable by us (without prior notice to you) and inures to the benefit of any assignee(s) or other legal successor(s) to our interest in this Agreement, provided that we will, subsequent to any such assignment, remain liable for the performance of our obligations under this Agreement up to the effective date of the assignment. We may also delegate some or all of our obligations under this Agreement to one or more persons without assigning the Agreement.

6.2. By You You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are a Business Entity, to your owners) and that we have granted the development rights outlined in this Agreement to you in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, this Agreement (or any interest in it) is not transferable by you under any circumstances whatsoever. Furthermore, this Agreement will automatically terminate if any other transaction or event occurs that constitutes a "transfer" under this Agreement, including any sale, exchange or disposition of any ownership or other interest in you or any of the REGUS® Offices. As used in this Agreement, the term "transfer" includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) this Agreement or your rights under it; or (b) you. An assignment, sale, gift or other disposition includes the following events:

(i) transfer of ownership of 10% or more of any capital stock or a partnership interest or any other interest that affects control over the Business Entity;

(ii) merger or consolidation or issuance of additional securities or interests representing an ownership interest in you;

(iii) any issuance or sale of your stock or any security convertible to your stock;

(iv) transfer of an interest in you, this Agreement or any of the REGUS® Offices in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law;

(v) transfer of an interest in you, this Agreement or the business, in the event of your death or the death of one of your owners, by will, declaration of or transfer in trust or under the laws of intestate succession; or

(vi) pledge of this Agreement (to someone other than us) or of an ownership interest in you as security.

Furthermore, this Agreement and your and our respective obligations under it will automatically terminate if (a) you sell any of your REGUS® Offices or transfer any of the Franchise Agreements without our prior written permission; and/or (b) you attempt to transfer or assign any rights under this Agreement.

6.3. Transfer to a Business Entity If you are in full compliance with this Agreement, you may transfer this Agreement to a Business Entity that conducts no business other than the development of the REGUS® Offices and, if applicable, other REGUS® Offices so long as you own, control and have the right to vote 51% or

more of its issued and outstanding ownership interests (like stock or partnership interests) and you guarantee its performance under this Agreement. All other owners are subject to our approval. The organizational or governing documents of the Business Entity must recite that the issuance and transfer of any ownership interests in the Business Entity are restricted by the terms of this Agreement, are subject to our approval, and all certificates or other documents representing ownership interests in the Business Entity must bear a legend referring to the restrictions of this Agreement. As a condition of our approval of the issuance or transfer of ownership interests to any person other than you, we may require (in addition to the other requirements we have the right to impose) that the proposed owner sign an agreement, in a form provided or approved by us, agreeing to be bound jointly and severally by, to comply with, and to guarantee the performance of, all of the your obligations under this Agreement.

6.4. Transfer Upon Death or Disability Upon your death or disability or, if you are a Business Entity, the death or disability of the owner of a controlling interest in you, we may require you (or such owner's executor, administrator, conservator, guardian or other personal representative) to transfer your interest in this Agreement (or such owner's interest in you) to a third party. Such disposition (including, without limitation, transfer by bequest or inheritance) must be completed within the time we designate, not less than 1 month but not more than 6 months from the date of death or disability. Such disposition will be subject to all of the terms and conditions applicable to transfers contained in this Section. A failure to transfer your interest in this Agreement or the ownership interest in you within this period of time constitutes a breach of this Agreement. For purposes of this Agreement, the term "**disability**" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an owner of a controlling interest in you from managing and operating the REGUS® Offices. If, upon your death or disability or the death or disability of the owner of a controlling interest in you, the business is not being managed by a trained manager within 15 days from the date of death or disability, we may appoint a manager to operate the business.

7. TERMINATION OF AGREEMENT

7.1. On Notice In addition to the right of termination set forth in Section 3.5, we have the right to terminate this Agreement, effective upon delivery of written notice of termination to you, if:

(a) you (or any of your owners) have made any material misrepresentation or omission in connection with your purchase of these development rights;

(b) you surrender or transfer control of this Agreement or the business without our prior written consent;

(c) you (or any of your owners) are or have been convicted by a trial court of, or plead or have pleaded no contest, or guilty, to, a felony or other serious crime or offense;

(d) you (or any of your owners) engage in any dishonest or unethical conduct which may adversely affect the reputation of the REGUS® System, any REGUS® Office or the goodwill associated with the Marks;

(e) you (or any of your owners) make an unauthorized assignment of this Agreement or of an ownership interest in you or a REGUS® Office;

(f) you (or any of your owners) fail to comply with any other provision of this Agreement or any other agreements with us; or

(g) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; unless any order appointing a receiver, trustee or liquidator of you is not vacated within 30 days following the entry of such order.

7.2. After Notice We may also terminate this Agreement after we notify you of our intention to do so because of the occurrence of any of the following events and your failure to cure it within 30 days of our notice:

(a) if you are a Business Entity, failure to maintain active status in your state of organization;

(b) you violate the terms of any Franchise Agreement (including Franchise Agreements not included in the Development Schedule), this Agreement, or any other agreement between you and us or our affiliates, vendors or suppliers;

(c) continued violation of any law, ordinance, rule or regulation of a governmental agency; or

(d) failure to obtain any approvals or consents required by this Agreement.

8. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

8.1. Independent Contractors You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that we and you are and will be independent contractors and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner or employee of the other for any purpose. You agree to conspicuously identify yourself in all dealings with customers, suppliers, public officials, REGUS® Office personnel and others as the owner of the business and to place such notices of independent ownership on such forms, business cards, stationery and advertising and other materials as we may require from time to time.

8.2. No Liability for Acts of Other Party You agree not to employ any of the Marks in signing any contract or applying for any license or permit, or in a manner that may result in our liability for any of your indebtedness or obligations, and that you will not use the Marks in any way we have not expressly authorized. Neither we nor you will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name or on behalf of the other, represent that our respective relationship is other than franchisor and developer or be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing. We will not be obligated for any damages to any person or property directly or indirectly arising out of the operation of the business you conduct pursuant to this Agreement.

8.3. Indemnification You agree to indemnify the Indemnified Parties and hold them harmless for, from and against any and all Losses and Expenses incurred by any of them as a result of or in connection with any of the following Claims: (a) any Claim asserted against you and/or any of the Indemnified Parties arising from the marketing, use or operation of any REGUS® Office or your performance and/or breach of any of your obligations under this Agreement; (b) any other Claim arising from alleged violations of your relationship with and responsibility to us; (c) any Claim resulting from your breach of any representations, warranties, or Restrictive Covenants (as defined in the Franchise Agreements); (d) any Claim arising as a result of your misuse of our Intellectual Property (as defined in the Franchise Agreements); (e) any Claim relating to a breach of your Lease (as defined in the Franchise Agreements); (f) any Claim relating to taxes or penalties assessed by any governmental entity against us that are directly related to your failure to pay or perform functions required of you under this Agreement; or (g) your negligent acts or omissions or willful misconduct in connection with the ownership or operation of any REGUS® Office. The Indemnified Parties shall have the right, in their sole discretion to: (i) retain counsel of their own choosing to represent them with respect to any Claim; and (ii) control the response thereto and the defense thereof, including the right to enter into an agreement to settle such Claim. You may participate in such defense at your own expense. You agree to give your full cooperation to the Indemnified Parties in assisting the Indemnified Parties with the defense of any such Claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such Claim, including court costs and reasonable attorneys' fees, within 10 days of the date of each invoice delivered by such Indemnified Party to you enumerating such costs, expenses and attorneys' fees. "**Indemnified Party**" or "**Indemnified Parties**" means us and each of our past, present and future owners, members, REGUS® Offices, directors, employees and agents, as well as our parent companies, subsidiaries and affiliates, and each of their past, present and future owners, members, REGUS® Offices, directors, employees and agents. "**Claim**" or "**Claims**" means any and all claims, actions, demands, assessments, litigation, or other form of regulatory or adjudicatory procedures, claims, demands, assessments, investigations, or formal or informal inquiries. "**Losses and Expenses**" means all compensatory, exemplary, and punitive damages; fines and penalties; attorneys' fees; experts' fees; accountants' fees; court costs; costs associated with investigating and defending against Claims; settlement amounts; judgments; compensation for damages to our reputation and goodwill; and all other costs, damages, liabilities and

expenses associated with any of the foregoing losses and expenses or incurred by an Indemnified Party as a result of a Claim.

9. YOUR REPRESENTATIONS

You represent that: (a) you have not received or relied upon any warranty or guaranty, express or implied, as to the potential volume, profits or success of the business contemplated by this Agreement, except for any information disclosed in the Franchise Disclosure Document; (b) you have no knowledge of any representations by us or any of our REGUS® Offices, directors, members, employees or representatives about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the Franchise Disclosure Document; (c) you received (1) an exact copy of this Agreement and its exhibits at least 5 business days prior to the date on which this Agreement is executed; and (2) our Franchise Disclosure Document at the earlier of (A) 14 calendar days before you signed a binding agreement or paid any money to us or our affiliates or (B) at such earlier time in the sales process that you requested a copy; (d) you are aware of the fact that other present or future franchisees of ours may operate under different forms of agreement and consequently that our obligations and rights with respect to our various franchisees may differ materially in certain circumstances; and (e) you have conducted an independent investigation of the opportunity contemplated by this Agreement and recognize that it involves business risks, making the success of the venture largely dependent upon your own abilities, efforts and judgments, and the services of you and those you employ.

10. DISPUTE RESOLUTION

10.1. MediationDuring the term of this Agreement, certain disputes may arise between you and us that may be resolvable through mediation. To facilitate such resolution, you and we agree that each party must, before commencing any arbitration proceeding, submit the dispute for non-binding arbitration at a mutually agreeable location (if you and we cannot agree on a location, the mediation will be conducted at our headquarters) to one mediator, appointed under the American Arbitration Association's Commercial Mediation Rules. The mediator will conduct a mediation in accordance with such rules. You and we agree that any statements made by either you or us in any such mediation proceeding will not be admissible in any subsequent arbitration or other legal proceeding. Each party will bear its own costs and expenses of conducting the mediation and share equally the costs of any third parties who are required to participate. Nevertheless, both you and we have the right in a proper case to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. However, the parties must immediately and contemporaneously submit the dispute for non-binding mediation. If any dispute between the parties cannot be resolved through mediation within sixty (60) days following the appointment of a mediator, the parties must submit the dispute to arbitration subject to the following terms and conditions.

10.2. ArbitrationExcept for claims (as defined below) related to or based on the Marks (which at our sole option may be submitted to any court of competent jurisdiction) and except as otherwise expressly provided in this Agreement, any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("**Dispute**") between or involving you and us (and/or involving you and/or any claim against or involving any of our or our affiliates' shareholders, directors, partners, officers, employees, agents, attorneys, accountants, affiliates, guarantors or otherwise), which are not resolved within forty-five (45) days of notice from either you or we to the other, will be submitted to arbitration. You shall not institute any legal or administrative proceeding for any dispute, claims or cause of action arising out of or in connection with this Agreement without first attempting to resolve the dispute through negotiation and non-binding mediation pursuant to Section 10.1 above. If such mediation fails to resolve the dispute, then either party may invoke arbitration pursuant to this Section.

(a) Any dispute, claim or cause of action arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or the legal relationships established by this Agreement, will be finally settled by arbitration to be conducted in accordance with the International Arbitration Rules of the International Chamber of Commerce (the "**Rules**") and the terms of this Section. The following procedure applies to such arbitration:

(i) The tribunal must consist of a single arbitrator who the parties shall appoint in

accordance with the Rules (the "**Arbitrator**"), with the additional qualification that the Arbitrator must have at least three (3) years of experience in franchise relationships and franchise law;

(ii) The arbitration must take place in New Castle County, Delaware;

(iii) The language of the arbitration must be English. Any document not in English must be translated into English by and at the expense of the party submitting it;

(iv) If the Arbitrator dies, resigns, or becomes unable to act, the parties shall appoint a new Arbitrator in accordance with the provisions of this Agreement;

(v) Upon conclusion of the arbitration, the Arbitrator must issue his/her award in writing;

(vi) The Arbitrator may make an order for the payment of interest on any amount claimed and an order for the payment of costs;

(vii) The costs and expenses of arbitration (including the Arbitrator's fees and expenses, the cost of hiring premises for hearings and the cost of related facilities, the cost of shorthand writers and typists if transcripts of hearings are to be taken) will be borne 50% by us and 50% by you, except that each party shall be responsible for any costs associated with traveling and lodging and their own legal fees;

(viii) The parties agree and acknowledge that the Arbitrator may issue an award in favor of the prevailing party and against the non-prevailing party that includes the prevailing party's costs incurred in connection with the arbitration proceeding, including reasonable attorneys' fees and expenses; and

(ix) Any matter relating to the conduct of the arbitration or to the interpretation of this Section must be determined by the Arbitrator, whose decision will be final and binding upon the parties.

(x) The parties shall keep the entire arbitration proceeding, including all claims, materials and disputes involved therewith, strictly confidential, unless Franchisor agrees otherwise in writing. Each party hereby acknowledges that any and all awards made against it by the Arbitrator will be binding on, and enforceable against, it pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards and New York Convention.

11. GENERAL PROVISIONS

11.1 Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Agreement and the relationship shall be governed by the laws of the State of Delaware (without reference to its principles of conflicts of law), but any law of the State of Delaware that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

11.2 You and we consent and irrevocably submit to the jurisdiction and venue of any state or federal court of competent jurisdiction located in Dover County, Delaware, and waive any objection to the jurisdiction and venue of such courts. The exclusive choice of jurisdiction does not preclude the bringing of any action by the parties or the enforcement by the parties in any judgment obtained in any such jurisdiction, in any other appropriate jurisdiction or the right of the parties to confirm or enforce any arbitration award in any appropriate jurisdiction.

11.3 Compliance with Anti-Corruption and Modern Slavery Laws

(a) Anti-Money Laundering and Anti-Bribery: You shall comply with (and sure that your Affiliates and Owners comply with) any anti-bribery policy and anti-money laundering policy issued by us from time to time and not to (and to procure that no person acting on your behalf shall) directly or indirectly make or facilitate:

(i) any expenditure for any unlawful purposes in connection with your Regus Business or in connection with any activities in relation thereto; nor

(ii) any offer, payment or promise to pay any money or to give anything of value to any government official, political party or any other person with a view to influencing any action or decision of such person; nor

(iii) commit or consent to or participate in any other way in any act of bribery (howsoever called) under the laws of any jurisdiction.

(b) Modern Slavery: You will, and will ensure that your Affiliates will:

(i) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force, including (but not limited to) the Modern Slavery Act 2015 (the "Anti-Slavery Legislation");

(ii) comply with any anti-slavery and human trafficking policy or guidance issued by us from time to time (the "Anti-Slavery Policy"); and

(iii) ensure that third party suppliers shall comply with the Anti-Slavery Legislation and the Anti-Slavery Policy.

(c) You shall notify us as soon as you become aware of any breach, or potential breach, of the Anti-Slavery Legislation and/or the Anti-Slavery Policy or any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.

At our request and no more than once each Contract Year you will prepare and deliver to us an annual slavery and human trafficking report setting out the steps taken to ensure that slavery and human trafficking are not taking place in any supply chain or part of the business;

11.4. Relationship of the Parties You understand and agree that nothing in this Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as a franchisee of ours and the independent owner of your REGUS® Offices. You agree to place such other notices of independent ownership on such forms, stationery, advertising, business cards and other materials as we may require from time to time. Neither we nor you are permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other, or represent that our relationship is other than franchisor and franchisee. In addition, neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Agreement.

11.5. Severability and Substitution Each section, subsection, term and provision of this Agreement, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Agreement. If a court concludes that any promise or covenant in this Agreement is unreasonable and unenforceable: (a) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (b) we may unilaterally modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable. In addition, this Agreement will be deemed automatically modified to comply with applicable law if such governing law requires: (a) a greater prior notice of the termination of or refusal to renew this Agreement; or (b) the taking of some other action not described in this Agreement; or (c) if any system standard is invalid or unenforceable. We may modify such invalid or unenforceable provision to the extent required to be valid and enforceable. In such event, you will be bound by the modified provisions.

11.6. Waivers You and we may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by us shall be without prejudice to any other rights we may have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant in this Agreement or to declare any breach of this Agreement to be a default and to terminate the franchise before the expiration of its term) by virtue of: (a) any custom or practice of the parties at variance with the terms of this Agreement; (b) any failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations under this Agreement, including any mandatory specification, standard, or operating procedure; (c) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other REGUS® Office franchisees; or (d) the acceptance by us of any payments due from you after breach of this Agreement.

11.7. Approvals Whenever this Agreement requires our approval, you must make a timely written request for approval, and the approval must be in writing in order to bind us. Except as otherwise expressly provided in this Agreement, if we fail to approve any request for approval within the required period of time, we shall be deemed to have disapproved your request. If we deny approval and you seek legal redress for the denial, the only relief to which you may be entitled is to acquire our approval. You are not entitled to any other relief or damages for our denial of approval.

11.8. Binding Effect This Agreement is binding upon the parties to this Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement; provided, however, that any additional insureds and the Indemnified Parties are intended third party beneficiaries under this Agreement.

11.9. Integration This Agreement constitutes the entire agreement between the parties and may not, be changed except by a written document signed by both parties. Any e-mail correspondence or other form of informal electronic communication shall not be deemed to modify this Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Agreement. The Exhibit(s) are part of this Agreement, which, together with any Amendments or Addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement. This provision is intended to define the nature and extent of the parties' mutual contractual intent, there being no mutual intent to enter into contract relations, whether by agreement or by implication, other than as set forth above. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Agreement, would affect the economic terms of this bargain. **Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.**

11.10. Covenant of Good Faith If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (a) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may affect favorably or adversely your interests; (b) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees generally (including ourselves and our affiliates if applicable), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (c) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (d) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

11.11. Rights of Parties are Cumulative The rights of the parties under this Agreement are cumulative

and no exercise or enforcement by either party of any right or remedy under this Agreement will preclude any other right or remedy available under this Agreement or by law.

11.12. Survival All provisions that expressly or by their nature survive the termination, expiration or transfer of this Agreement (or the transfer of an ownership interest in the franchise) continue in full force and effect subsequent to and notwithstanding its termination, expiration or transfer and until they are satisfied in full or by their nature expire.

11.13. Construction The headings in this Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Agreement unless otherwise specified. All references to days in this Agreement refer to calendar days unless otherwise specified. The term "**you**" as used in this Agreement is applicable to one or more persons or an Entity, and the singular usage includes the plural and all genders and the possessive.

11.14. Time of Essence Time is of the essence in this Agreement and every term thereof.

11.15. Counterparts This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document. Facsimile signatures will have the same force and effect as original signatures.

11.16. Notice. All notices and reports permitted or required under this Agreement or by the Manuals must be in writing and will be deemed delivered:

(a) at the time delivered by hand;

(b) 2 business days after being placed in the hands of a commercial airborne courier service for next business day delivery; or

(c) 3 business days after placement in the United States mail by registered or certified mail, return receipt requested, postage prepaid.

All such notices must otherwise be addressed to the parties as follows:

If to Us:	RGN-USF, LLC 3000 Kellway Drive, Suite 140 Carrollton, TX 75006 Attention: Legal Department	With a copy to:	Andrew Beilfuss, Esq. Quarles & Brady LLP 411 East Wisconsin Avenue Suite 2400 Milwaukee, WI 53202
If to You:	_____ _____ _____ Attention:_____	With a copy to:	_____ _____ _____ Attention:_____

Either party may change the address for delivery of notices and reports, and any such notice will be effective within 10 business days of any change in address. Any required payment or report not actually received by us during regular business hours on the due date will be deemed delinquent.

[SIGNATURE PAGE FOLLOWS]

The parties to this Agreement have executed this Agreement effective as of the Effective Date first above written.

FRANCHISOR:	**DEVELOPER:**
RGN-USF, LLC, a Delaware limited liability company	_____ *[Business Entity Name]*
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

MAP OF DEVELOPMENT AREA

FRANCHISOR:	**DEVELOPER:**
RGN-USF, LLC, a Delaware limited liability company	_____ *[Business Entity Name]*
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B

DEVELOPMENT SCHEDULE

Development Year Start	REGUS® Office Openings	Dates REGUS® Offices Must Be Opened By ("Open Date")	Cumulative Number of REGUS® Offices Open and in Operation

FRANCHISOR:

RGN-USF, LLC,
a Delaware limited liability company

By:_____
Print Name: _____
Title: _____
Date: _____

DEVELOPER:

_____
[Business Entity Name]

By:_____
Print Name: _____
Title: _____
Date: _____

EXHIBIT D TO THE FRANCHISE DISCLOSURE DOCUMENT
LIST OF CURRENT FRANCHISEES AND AREA DEVELOPERS

LIST OF CURRENT FRANCHISEES AS OF THE DATE OF THIS DISCLOSURE DOCUMENT

RGS/CW of Puerto Rico, Inc.
1512 Fernandez Juncos Avenue
San Juan, Puerto Rico 00909
LCO2@aol.com
833-441-1017

Megatron Workspaces of Michigan, LLC
601 Brickell Key Dr
Suite 700
Miami, FL 33131
305-521-8692

CCSL Office Project LLC
4180 Tittabawassee Rd.
Saginaw, MI 48604

Corporate Partners Network LLC
17475 Jovanna Drive
Homewood, IL 60430

LIST OF AREA DEVELOPERS AS OF THE DATE OF THIS DISCLOSURE DOCUMENT

NONE

EXHIBIT E TO THE FRANCHISE DISCLOSURE DOCUMENT
LIST OF FORMER FRANCHISEES AND AREA DEVELOPERS

REGUS® Franchisees and/or Area Developers who had who had Office Terminated, Cancelled, Not Renewed, Transferred or Otherwise Voluntarily or Involuntarily Ceased to do Business under a Franchise Agreement as of the Date of This Disclosure Document or Who has not Communicated with the Franchisor Within 10 Weeks of the Application Date:

NONE

Note: If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT F TO THE FRANCHISE DISCLOSURE DOCUMENT

SAMPLE GENERAL RELEASE

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20___ by and between **RGN-USF, LLC**, a Delaware limited liability company (the "Franchisor"), and _____, a _____ (hereinafter referred to as "Releasor"), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with that certain Franchise Agreement by and between Franchisor and Releasor, dated _____, and all ancillary documents executed in connection therewith, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees.

2. Releasor represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys' fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. Delaware law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder, without regard to Delaware's provisions for conflicts of laws. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of Delaware.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

7. Releasor further expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California or any other state laws, and does so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. Releasor acknowledges that they are or may be represented by counsel, and acknowledge that they are familiar with the provisions of California Civil Code Section 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. Releasor acknowledges that he/she/or it may later discover claims or facts in addition to or different from those set forth in this release and which, if known or suspected at the time of executing this release, may have materially affected this Agreement. Nonetheless, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all claims, Releasor expressly acknowledges that this Release is also intended to include in its effect, without limitation, all claims which they do not know or expect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims. Releasor waives any rights, claims or causes of action that might arise as a result of such different or additional claims or facts. Notwithstanding the governance of this Release by laws of the State of North Carolina, it is the intent of Releasor to waive any right, claim or cause of action as is consistent with the forgoing waiver of Section 1542 of the Civil Code of California.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

FRANCHISOR:	RELEASOR:
RGN-USF, LLC,	_____
a Delaware limited liability company	
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT G TO THE FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

EISNERAMPER

RGN-USF, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2021 and 2020

RGN-USF, LLC
(a wholly-owned subsidiary of IWG plc)

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INDEPENDENT AUDITORS' REPORT

To the Member of
RGN-USF, LLC

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of RGN-USF, LLC (the "Company") (a wholly-owned subsidiary of IWG plc), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations, changes in member's equity, and cash flows for each of the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of RGN-USF, LLC as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note C to the financial statements, the 2020 financial statements have been restated to correct a misstatement. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC are independently owned firms that practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed CPA firm that provides attest services, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

EisnerAmper LLP

EISNERAMPER LLP
Dallas, Texas
June 23, 2022

RGN-USF, LLC
(a wholly-owned subsidiary of IWG plc)

Balance Sheets
(in thousands)

	December 31, 2021	December 31, 2020 (as restated)
ASSETS		
Current assets:		
Cash	**$ 903**	$ 482
Accounts receivable	**683**	452
Total current assets	**1,586**	934
Due from affiliates	**14,329**	14,565
Total assets	**$ 15,915**	$ 15,499
LIABILITIES AND MEMBER'S EQUITY		
Current liabilities:		
Accrued liabilities	**$ 65**	$ 26
Deferred revenue	**186**	186
Total current liabilities	**251**	212
Deferred revenue, net of current portion	**402**	235
Total liabilities	**653**	447
Commitments and contingencies		
MEMBER'S EQUITY	**15,262**	15,052
Total liabilities and member's equity	**$ 15,915**	$ 15,499

RGN-USF, LLC
(a wholly-owned subsidiary of IWG plc)

Statements of Operations
(in thousands)

	Year Ended December 31,	
	2021	**2020**
Revenues	**$ 486**	$ 255
Operating expenses:		
General and administrative	**576**	408
Net loss	**$ (90)**	$ (153)

RGN-USF, LLC
(a wholly-owned subsidiary of IWG plc)

Statements of Changes in Member's Equity
(in thousands)

	Additional Paid-in Capital	Retained Deficit	Total Member's Equity
Balance at December 31, 2019	$ 16,011	$ (806)	$ 15,205
Net loss	-	(153)	(153)
Balance at December 31, 2020	16,011	(959)	15,052
Contributions	300	-	300
Net loss	-	(90)	(90)
Balance at December 31, 2021	**$ 16,311**	**$ (1,049)**	**$ 15,262**

The accompanying notes are an integral part of these financial statements

RGN-USF, LLC
(a wholly-owned subsidiary of IWG plc)

Statements of Cash Flows
(in thousands)

	Year Ended December 31,	
	2021	**2020**
		(as restated)
Operating activities:		
Net loss	**$ (90)**	$ (153)
Adjustments to reconcile net loss to cash provided by operating activities:		
Changes in operating assets and liabilities:		
Accounts receivable	**(231)**	(308)
Due from affiliates	**536**	518
Accrued liabilities	**39**	(107)
Deferred revenue	**167**	142
Net cash provided by operating activities	**421**	92
Increase in cash	**421**	92
Cash, beginning of year	**482**	390
Cash, end of year	**$ 903**	$ 482
Supplemental non-cash financing transactions:		
Contributions	**$ 300**	$ -

NOTE A - THE COMPANY

RGN-USF, LLC (the "Company") was formed April 21, 2016, as a Delaware limited liability company. The Company is owned by Franchise International GmbH which is indirectly wholly-owned by IWG plc.

The Company was established to provide franchising and provide services to franchisees. The franchise offering will be for the establishment and operation of a business that provides flexible/virtual office providers, co-working facilities, meeting and training facilities and commercial office alternatives. The Company is in the process of updating filing documents required by law for franchisors.

NOTE B - SIGNIFICANT ACCOUNTING POLICIES

[1] Use of estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. On an ongoing basis, the Company evaluates estimates and assumptions. Actual results could differ from those estimates.

[2] Accounts receivable and allowance for doubtful accounts:

Accounts receivable are stated net of an allowance for uncollectible accounts. No allowance for doubtful accounts was recorded as of December 31, 2021 and 2020. Accounts receivable are reviewed periodically by management to determine uncollectible accounts based on historical collection information and current economic conditions. Uncollectible accounts are written off based on specific circumstances of individual customers.

[3] Revenue recognition:

The Company generates most of its revenue from contracts with customers. The Company's franchise agreements offer the franchisee the right to develop single unit and multi-unit business centers. The single unit and multi-site agreements will require the franchisee to pay initial nonrefundable fees and ongoing fees including fees based upon a percentage of sales.

The Company concluded that these benefits are highly related and all part of one performance obligation for each franchise agreement, a license of symbolic intellectual property that is billed through a variety of fees including service fees, marketing funds fees and franchise sales, described below. The method used to measure progress is over the passage of time for most streams of revenue. The following is a description of principal activities from which the Company generates its revenue.

Franchise sales

Franchise sales comprises revenue from the sale or renewal of franchises. A fee is charged upon a franchise sale or renewal. Those fees are deemed to be a part of the license of symbolic intellectual property and are recognized as revenue over the contractual term of the franchise agreement, which is typically five years.

NOTE B - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

[3] Revenue recognition: (continued)

Development fees

Development fees are considered highly dependent upon and interrelated with the business center development right granted in the franchise agreement. As such, these fees are recognized over the contractual term of the franchise agreement, typically five to seven years.

Service fees

Service fee revenues represent sales-based royalties that are recognized in the period in which the sales occur. These fees are billed and collected monthly and revenues are recognized in the same period that the underlying gross revenues are earned by the Company's franchisees.

Marketing funds fees

The Company has a system-wide Marketing Fund ("Marketing Fund"), to which franchisees will contribute a percentage of gross revenues, currently 2.0%, for use in advertising, marketing and public relations programs and materials and marketing development efforts. The revenue, expenses and cash flows of the Marketing Funds are fully consolidated into the Company's statements of operations and statements of cash flows.

Beginning and ending balances of the Company's contract assets and liabilities are as follows:

	January 1, 2020	December 31, 2020	December 31, 2021
	(as restated)	*(as restated)*	
Accounts receivable	$ 144	$ 452	**$ 683**
Deferred revenue	279	421	**588**

Revenue is disaggregated by timing of revenue recognition in the following table:

		December 31, 2021	December 31, 2020
Service fees	Point in time	**$ 303**	$ 137
Development fees	Over time	**183**	118
		$ 486	$ 255

[4] Deferred revenue related to franchise sales:

Deferred revenue is driven by franchise sales and development fees, as discussed above, and is included in "Deferred revenue" and "Deferred revenue, net of current portion" on the balance sheets.

[5] Advertising costs:

The Company expenses advertising costs as incurred.

NOTE B - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

[6] Income taxes:

As a single member limited liability company, the Company is considered a disregarded entity for federal income tax purposes and only pays an insignificant amount of state income taxes in Texas; accordingly, the Company's taxable income or loss is allocated to its member. Therefore, no provision or liability for income taxes has been included in the accompanying financial statements. During 2020, the Company transferred its place of central administration from the United States to Switzerland and is now a Swiss tax resident.

[7] Recent accounting pronouncements:

The Company considers the applicability and impact of all Accounting Standards Updates ("ASU"). ASUs not discussed below were assessed and determined to be either not applicable or are expected to have minimal impact on the financial statements.

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("ASU 2016-13"). ASU 2016-13 replaces the current incurred loss impairment methodology with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to estimate credit losses. ASU 2016-13 is effective to the Company for the annual reporting period beginning January 1, 2023. The Company is currently evaluating the potential impact of this standard on its financial statements and related disclosures.

[8] Subsequent events:

The Company has evaluated events after December 31, 2021, and through June 23, 2022, which is the date the financial statements were available to be issued.

NOTE C - RESTATEMENT OF PREVIOUSLY ISSUED FINANCIAL STATEMENTS

In connection with the preparation of its annual financial statements for the year ended December 31, 2021, the Company determined that the balance sheet reporting for both its receivable and deferred revenue relating to the recording of development fees was understated in 2020. Specifically, the Company had entered into two contracts prior to December 31, 2020, whereby the Company agreed to an installment arrangement with the respective customers to pay for development fees but did not record the amount to accounts receivable with an equally offsetting amount to deferred revenue required by ASC 606. Receivables and deferred revenue should have been recorded at the inception of the contract on a gross basis instead of a net basis presentation with any payments and recognition of revenue amortized over the life of the contract. This restatement has no impact for previously reported earnings in the statement of operations. Additionally, management of the Company determined that the change in due from affiliates previously reported as a financing activity on the statement of cash flows should have been recorded as an operating activity.

The cumulative effect of the accounting errors and adjustments necessary to correct the Company's balance sheet presentation as of the beginning of the year ended December 31, 2020, and as of December 31, 2020, and to correct the Company's statement of cash flows for the year ended December 31, 2020, are summarized as follows:

	Balance Sheet			
	As Previously Reported December 31, 2020	Cumulative Effect of Correction at January 1, 2020	Correction for the Year Ended December 31, 2020	As Restated December 31, 2020
Accounts receivable	$ 105	$ 130	$ 217	$ 452
Deferred revenue	(74)	(130)	(217)	(421)

NOTE C - RESTATEMENT OF PREVIOUSLY ISSUED FINANCIAL STATEMENTS (CONTINUED)

	Statement of Cash Flows		
	As Previously Reported December 31, 2020	Correction for the Year Ended December 31, 2020	As Restated December 31, 2020
Operating activities:			
Accounts receivable	$ (91)	$ (217)	$ (308)
Due from affiliates	-	518	518
Deferred revenue	(75)	217	142
Net cash used in operating activities	(426)	518	92
Financing activities:			
Net advances made by affiliates	518	(518)	-
Net cash provided by financing activities	518	(518)	-

NOTE D - FRANCHISING

As of December 31, 2020, the Company had two franchise locations operating each owned by a different franchisee.

During 2021, the Company franchised two additional locations operated and owned by different franchisees bringing the total to four franchise locations as of December 31, 2021.

NOTE E - RELATED PARTY TRANSACTIONS

As of December 31, 2021 and 2020, the Company was owed approximately $14.3 million and $14.5 million, respectively, from affiliates of its sole member.

For the years ended December 31, 2021 and 2020, the Company incurred expenses for amounts paid by an affiliate of the Company's sole member on the Company's behalf or charged by an affiliate for services provided in the amount of $536,000 and $518,000, respectively.

NOTE F - COVID-19 PANDEMIC

The ongoing outbreak of the novel and highly contagious coronavirus ("COVID-19"), which the World Health Organization had declared to constitute a pandemic, has adversely impacted global commercial activity and contributed to significant volatility in certain equity and debt markets. The global impact of the outbreak has been evolving, with many countries reacting by instituting quarantines, prohibitions on travel and the closure of offices, businesses, schools, retail stores and other public venues. Businesses are also implementing similar precautionary measures. Such measures, as well as the general uncertainty surrounding the dangers and impact of COVID-19, are creating significant disruption in supply chains and economic activity and are having a particularly adverse impact on transportation, hospitality, tourism, entertainment and other industries.

RGN-USF, LLC

Financial Statements
(with Independent Auditor's Report Thereon)

December 31, 2019 and 2018

RGN-USF, LLC
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Independent Auditor's Report

Member
RGN-USF, LLC
Addison, Texas

We have audited the accompanying financial statements of RGN-USF, LLC, which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of operations, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of RGN-USF, LLC as of December 31, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter Regarding Subsequent Events and Uncertainties

As discussed in Note 4 to the financial statements, on March 11, 2020, the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. The ultimate financial impact and duration of these events cannot be reasonably estimated at this time. Our opinion is not modified with respect to that matter.

Emphasis of Matter Regarding Change in Revenue Recognition

As discussed in Note 2 to the financial statements, the Company has changed its method of accounting for revenue in 2019 due to the adoption of Accounting Standards Codification No. 606, *Revenue from Contracts with Customers*. Our opinion is not modified with respect to that matter.

Emphasis of Matter Regarding Change in Accounting for Income Taxes

As discussed in Note 2 to the financial statements, the Company has changed its method of accounting for income taxes in 2019 due to the adoption of Accounting Standards Update No. 2019-12, *Simplifying the Accounting for Income Taxes (Topic 740).* Our opinion is not modified with respect to that matter.

April 29, 2020

RGN-USF, LLC
Balance Sheets
December 31,
(in thousands)

	2019	2018
Assets		
Current assets:		
Cash and cash equivalents	$ 390	$ 100
Total current assets	390	100
Due from affiliates	15,083	148
Total assets	$ 15,473	$ 248
Liabilities and Member's Equity		
Current liabilities:		
Accrued expenses	$ 129	$ 48
Deferred revenue	83	100
Total current liabilities	212	148
Total liabilities	212	148
Member’s equity:	15,261	100
Total liabilities and member’s equity	$ 15,473	$ 248

RGN-USF, LLC
Statements of Operations
Years Ended December 31,
(in thousands)

	2019	2018
Revenues	$ 129	$ —
Operating expenses:		
General and administrative fees	689	211
	689	211
Net loss	$ (560)	$ (211)

See accompanying notes to financial statements

RGN-USF, LLC
Statements of Changes in Member's Equity
Years Ended December 31, 2019 and 2018
(in thousands)

		Additional paid-in capital	Retained earnings	Member's equity
Balance at December 31, 2017	$	100	—	100
Contributions		211	—	211
Net loss		—	(211)	(211)
Balance at December 31, 2018		311	(211)	100
Contributions		15,700	—	15,700
Adoption of ASC 606		—	21	21
Net loss		—	(560)	(560)
Balance at December 31, 2019	$	16,011	(750)	15,261

See accompanying notes to financial statements

RGN-USF, LLC
Statements of Cash Flows
Years Ended December 31,
(in thousands)

	2019	2018
Operating activities:		
Net loss	$ (560)	$ (211)
Adjustments to reconcile net loss to net cash used in operating activities:		
Changes in operating assets and liabilities:		
Accrued expenses	81	48
Deferred revenue	4	100
Net cash used in operating activities	(475)	(63)
Financing activities:		
Net advances made by affiliates	765	163
Increase in cash and cash equivalents	290	100
Cash and cash equivalents at beginning of year	100	—
Cash and cash equivalents at end of year	$ 390	$ 100
Noncash financing activities:		
Member contribution	$ 15,700	$ 211

See accompanying notes to financial statements

(1) Business and Basis of Presentation

(a) Business

RGN-USF, LLC (the Company) was formed April 21, 2016 as a Delaware limited liability company. The Company is owned by RGN – US FranCo Partnership LP (Partnership) which is indirectly wholly owned by IWG plc. On August 1, 2018, the Partnership purchased 100% of the Company's interests from Regus Corporation, an indirect wholly owned subsidiary of IWG plc.

The Company was established to provide franchising and provide services to franchisees. The franchise offering will be for the establishment and operation of a business that provides flexible/virtual office providers, co-working facilities, meeting and training facilities and commercial office alternatives. The Company is in the process of updating filing documents required by law for franchisors. For the years ended December 31, 2019 and 2018, the Company had minimal financial activity to report in the financial statements.

(b) Basis of Presentation and Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

(2) Summary of Significant Accounting Policies

(a) Cash and Cash Equivalents

The Company will consider all highly liquid investments with original maturities of three months or less when purchased to be cash equivalents.

(b) Revenue Recognition

The Company grants franchisees the right to develop single unit and multi-unit business centers. The single unit and multi-site agreements will require the franchisee to pay initial nonrefundable fees and ongoing fees including royalties based upon a percentage of sales.

In May 2014, the FASB issued amended guidance for revenue recognition. The new guidance outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers. The core principle of the guidance is that an entity should recognize revenue for the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods and services.

Additionally, the guidance requires improved disclosure to help users of financial statements better understand the nature, amount, timing and uncertainty of revenue that is recognized. The Company adopted the new guidance on January 1, 2019. As a result, the Company has changed its accounting policy for revenue recognition as detailed below.

The Company applied the new guidance using the modified retrospective method, whereby the cumulative effect of initially adopting the guidance was recognized as an adjustment to the opening balance of equity at January 1, 2019. Therefore, the comparative periods have not been adjusted and continue to be reported under the previous revenue recognition guidance. The details of the significant changes and quantitative impact of the changes are discussed below.

Development Fees

Under previous revenue recognition guidance, new build consulting fees and development fees were recognized as revenue when a franchised business center opened, as all material services and conditions related to the fee had been substantially performed upon the business center opening. Under the new guidance, these business center fees are considered highly dependent upon and interrelated with the business center development right granted in the agreement. As such, these fees are recognized over the contractual term of the agreement.

Marketing Funds

The Company has a system-wide Marketing Fund, to which franchisees will contribute a percentage of gross revenues, currently 2.0%, for use in advertising, marketing and public relations programs and materials and marketing development efforts. Previously the revenue, expenses and cash flows of the Marketing Funds were not included in the Company's statements of operations or statements of cash flows because the contributions to these funds are designated for specific purposes and the Company acted as an agent, in substance, with regard to these contributions as a result of industry-specific guidance. Under the new guidance, which superseded the previous industry-specific guidance, the revenue, expenses and cash flows of the Marketing Funds are fully consolidated into the Company's statements of operations and statements of cash flows.

The impact of adopting the revenue recognition standard on the Company's financial statements was an increase in retained earnings as of January 1, 2019 in the amount of $21 thousand due to revenue in 2018 would have been increased by $21 thousand due to a decrease in deferred revenue in the same amount.

(c) Advertising Costs

The Company will expense advertising costs as incurred.

(d) Income Taxes

In December 2019, the FASB issued ASU 2019-12, Income Taxes (Topic 740) (ASU 2019-12). ASU 2019-12 allows for legal entities that are both not subject to tax and disregarded by the taxing authority to elect to not allocate the consolidated amount of current and deferred tax expense. The ASU simplifies current U.S. GAAP, which required entities to present deferred tax and deferred tax liabilities as noncurrent in a classified balance sheet. The new income tax standard is effective for annual periods beginning after December 15, 2021, with early adoption permitted. Retrospective application is required upon adoption. As such, the Company has elected to early adopt this standard. The retrospective adoption of ASU 2019-12 had no effect on prior year balances.

As a single member limited liability company, the Company is considered a disregarded entity for federal income tax purposes and only pays an insignificant amount of state income taxes in Texas; accordingly, the Company's taxable income or loss is allocated to its member. Therefore, no provision or liability for income taxes has been included in the accompanying financial statements.

(e) Risk and Uncertainties

The future results of operations and financial condition of the Company could be impacted by the following factors, among others: the competition in the franchise office solutions business with respect to, among other things, pricing, service, and location.

(f) New Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)* (ASU 2016-02). The new leasing standard is effective for annual periods beginning after December 15, 2019. Retrospective application is required upon adoption. Although early adoption is permitted, the Company does not plan to early adopt. The Company is currently evaluating the impact the adoption of ASU 2016-02 will have on its financial statements and related disclosures.

(3) Related-Party Transactions

As of December 31, 2019 and 2018, the Company was owed $15.0 million and $148 thousand, respectively, from affiliates of its member. The increase in the related party due from affiliates is from a $15.6 million capital contribution in 2019 partially offset by cash outflows from operations.

(4) Subsequent Events

The Company has evaluated subsequent events from the balance sheet date through April 29, 2020, which is the date these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements except for the following.

On December 31, 2019, the Company received a contribution to member's equity from the Partnership of $15.6 million. The contribution was in the form of a receivable due from the Partnership. On April 28, 2020, the Partnership transferred to the Company $15.6 million to satisfy the receivable.

On March 11, 2020, the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. The COVID-19 outbreak in the United States has caused business disruption through mandated and voluntary closings of businesses and shelter in place orders. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration of the closings and shelter in place orders. It is at least reasonably possible that this matter will negatively impact the Company. However, the financial impact and duration cannot be reasonably estimated at this time.

The Following Financial Statements Have Been Prepared Without An Audit. Prospective Franchisees Or Sellers of Franchises Should Be Advised That No Independent Certified Public Accountant Has Audited These Figures Or Expressed An Opinion with Regard to their Content Or Form.

UNAUDITED

RGN-USF, LLC

Financial Statements

May 31, 2022

UNAUDITED

RGN-USF, LLC

Balance Sheet

May 31, 2022

(In thousands)

Assets

Current assets:		
Cash and cash equivalents	$	1,074
Receivables		814
Total current assets		1,888
Due from affiliates		13,761
Total assets	$	15,649

Liabilities and Member's Equity

Current liabilities:		
Accrued expenses	$	66
Deferred revenue		658
Total liabilities		724
Member’s equity:		14,925
Total liabilities and member’s equity	$	15,649

UNAUDITED

RGN-USF, LLC

Statement of Income

Year ended May 31, 2022

(In thousands)

Revenues	$	240
Operating expenses:		
General and administrative fees		577
Net loss	$	(337)

UNAUDITED

RGN-USF, LLC

Statement of Member's Equity

Year ended May 31, 2022

(In thousands)

		Additional paid-in capital	Retained earnings	Member's equity
Balance at December 31, 2020	$	16,311	(1,049)	15,262
Contributions			—	
Distributions		—		
Net income		—	(337)	(337)
Balance at December 31, 2021	$	16,311	(1,386)	14,925

See accompanying notes to financial statements.

UNAUDITED

RGN-USF, LLC

Consolidated Statement of Cash Flows

Year ended May 31, 2022

(In thousands)

Operating activities:		
Net income	$	(337)
Adjustments to reconcile net income to net cash provided by operating activities:		
Changes in operating assets and liabilities:		
Receivables		(131)
Due to affiliates - income tax payable/other		568
Accrued expenses		1
Deferred revenue		71
Net cash provided by operating activities		172
Investing activities:		
Change in due from affiliates		
Net cash used in investing activities		—
Financing activities:		
Change in due to affiliates		
Net cash used in investing activities		
Increase(decrease) in cash and cash equivalents		171
Cash and cash equivalents at beginning of year		903
Cash and cash equivalents at end of year	$	1,074

EXHIBIT H TO FRANCHISE DISCLOSURE DOCUMENT

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EXHIBIT I TO FRANCHISE DISCLOSURE DOCUMENT

STATE ADDENDA TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

ADDENDUM TO
RGN-USF, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner,

Preliminary Comment: Each provision of this Appendix to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000 - 31516, and the California Franchise Relations Act, Cal Bus. & Prof. Code §§2000 - 20043, are met independently without reference to this Addendum to the Franchise Disclosure Document.

1. Item 3 is amended to reflect that:

   Neither we nor any person or broker identified in Item 2 of the Franchise Disclosure Document is subject to any current effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

2. Item 17 is amended by the addition of the following statements:

   California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

   The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

   The California Corporations Code, Section 31125, requires that we give you a disclosure document, approved by the Department of Corporations, before we solicit a proposed material modification of an existing franchise.

   The Franchise Agreement contains a liquidated damages clause, under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

   The Franchise Agreement requires the application of the laws and forum of Delaware. This provision may be unenforceable under California Law.

   The Franchise Agreement requires you to sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

4. OUR WEB SITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT

OF THIS WEB SITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

5. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT

6. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

7. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise,

ADDENDUM TO
RGN-USF, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA

The Franchise Agreement between RGN-USF, LLC, a Delaware limited liability company ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

CALIFORNIA LAW MODIFICATIONS

1. The California Department of Corporations requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et. seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et. seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

b. The Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

c. The Agreement requires application of the laws of Delaware. This provision may not be enforceable under California law.

d. The Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of the California Business and Professions Code, with respect to each such provision, are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise,

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

RGN-USF, LLC, a Delaware limited liability company	FRANCHISEE: _____ _____
By:_____ Name: _____ Title: _____	By:_____ Name: _____ Title: _____
Date:_____	Date:_____

ADDENDUM TO
RGN-USF, LLC
MULTI-SITE DEVELOPMENT AGREEMENT
FOR THE STATE OF CALIFORNIA

The Multi-Site Development Agreement between RGN-USF, LLC, a Delaware limited liability company ("Franchisor") and _____ ("Developer") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

CALIFORNIA LAW MODIFICATION

1. The California Department of Corporations requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et. seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et. seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of the California Business and Professions Code, with respect to each such provision, are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise,

IN WITNESS WHEREOF, the Developer on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

RGN-USF, LLC,
a Delaware limited liability company

By:_____
Name: _____
Title: _____

Date:_____

FRANCHISEE:
_____
_____

By:_____
Name: _____
Title: _____

Date:_____

ADDENDUM TO
RGN-USF, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:
Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ADDENDUM TO
RGN-USF, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

Illinois law governs the franchise agreement.

In conformance with Section 4 of the Illinois Franchise disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

ALL FEES AND AMOUNTS CHARGED TO YOUR CUSTOMERS BY YOU FOR SERVICES YOU PROVIDE THROUGH THE OPERATION OF YOUR FRANCHISED BUSINESS WILL BE PAID DIRECTLY TO THE FRANCHISOR. FRANCHISOR WILL DEDUCT ALL FEES (ROYALTY, MARKETING, REFERRAL FEES, COMMISSIONS, TAXES…) YOU OWE TO FRANCHISOR AND THEN CALCULATE THE BALANCE PAYABLE AND DUE TO YOU. YOU ALONE WILL BE RESPONSIBLE FOR COLLECTING INVOICED FEES THAT ARE UNPAID.

AFTER YOUR FRANCHISED BUSINESS OPENS, THE FRANCHISOR WILL PROVIDE GUIDANCE AND ASSISTANCE TO YOU IN WHATEVER MANNER IT DETERMINES APPROPRIATE.

ADDENDUM TO
RGN-USF, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

The Franchise Agreement between RGN-USF, LLC ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

ILLINOIS LAW MODIFICATIONS

Illinois law governs the franchise agreement.

In conformance with Section 4 of the Illinois Franchise disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchisee to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

ALL FEES AND AMOUNTS CHARGED TO YOUR CUSTOMERS BY YOU FOR SERVICES YOU PROVIDE THROUGH THE OPERATION OF YOUR FRANCHISED BUSINESS WILL BE PAID DIRECTLY TO THE FRANCHISOR. FRANCHISOR WILL DEDUCT ALL FEES (ROYALTY, MARKETING, REFERRAL FEES, COMMISSIONS, TAXES) YOU OWE TO FRANCHISOR AND THEN CALCULATE THE BALANCE PAYABLE AND DUE TO YOU. YOU ALONE WILL BE RESPONSIBLE FOR COLLECTING INVOICED FEES THAT ARE UNPAID.

AFTER YOUR FRANCHISED BUSINESS OPENS, THE FRANCHISOR WILL PROVIDE GUIDANCE AND ASSISTANCE TO YOU IN WHATEVER MANNER IT DETERMINES APPROPRIATE.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

[SIGNATURES ON FOLLOWING PAGE]

RGN-USF, LLC,
a Delaware limited liability company

By:_____
Name: _____
Title: _____

Date:_____

FRANCHISEE:
_____
_____

By:_____
Name: _____
Title: _____

Date:_____

ADDENDUM TO
RGN-USF, LLC
MULTI-SITE DEVELOPMENT AGREEMENT
FOR THE STATE OF ILLINOIS

The RGN-USF, LLC Multi-Site Development Agreement between RGN-USF, LLC ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

ILLINOIS LAW MODIFICATIONS

1. Illinois law governs the Franchise Agreement(s).

2. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, 815 ILCS 705/1 et. seq. To the extent that this Agreement contains provisions that are inconsistent with the following, such provision are hereby amended:

a. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

b. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise disclosure Act or any other law of Illinois is void.

c. Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise disclosure act.

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

ALL FEES AND AMOUNTS CHARGED TO YOUR CUSTOMERS BY YOU FOR SERVICES YOU PROVIDE THROUGH THE OPERATION OF YOUR FRANCHISED BUSINESS WILL BE PAID DIRECTLY TO THE FRANCHISOR. FRANCHISOR WILL DEDUCT ALL FEES (ROYALTY, MARKETING, REFERRAL FEES, COMMISSIONS, TAXES) YOU OWE TO FRANCHISOR AND THEN CALCULATE THE BALANCE PAYABLE AND DUE TO YOU. YOU ALONE WILL BE RESPONSIBLE FOR COLLECTING INVOICED FEES THAT ARE UNPAID.

AFTER YOUR FRANCHISED BUSINESS OPENS, THE FRANCHISOR WILL PROVIDE GUIDANCE AND ASSISTANCE TO YOU IN WHATEVER MANNER IT DETERMINES APPROPRIATE.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

RGN-USF, LLC, a Delaware limited liability company	FRANCHISEE: _____ _____
By:_____ Name: _____ Title: _____	By:_____ Name: _____ Title: _____
Date:_____	Date:_____

ADDENDUM TO
RGN-USF, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

Item 5 of the Franchise Disclosure Document is amended to include the following paragraph:

Item 17 of the Franchise Disclosure Document is amended to include the following paragraph:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the Franchise Disclosure Document is amended to include the following sentence:

A provision in the Franchise Agreement that provides for termination on your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

Item 17 of the Franchise Disclosure Document is modified to include the words:

"arising franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

Item 17 is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

ADDENDUM TO
RGN-USF, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND

The Franchise Agreement between RGN-USF, LLC, a Delaware limited liability company ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

MARYLAND LAW MODIFICATION

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, MD CODE ANN., BUS. REG. Sections 14-201 to 14-233 (2010 Repl. Vol. and Supp. 2010) (the "Law"). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Law.

b. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

c. Franchisee may bring a lawsuit in Maryland for claims arising under the Law.

d. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

RGN-USF, LLC,
a Delaware limited liability company

By:_____
Name: _____
Title: _____

Date:_____

FRANCHISEE:
_____
_____

By:_____
Name: _____
Title: _____

Date:_____

ADDENDUM TO
RGN-USF, LLC
MULTI-SITE DEVELOPMENT AGREEMENT
FOR THE STATE OF MARYLAND

The Multi-Site Development Agreement between RGN-USF, LLC, a Delaware limited liability company ("Franchisor") and _____ ("Developer") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

MARYLAND LAW MODIFICATION

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, MD CODE ANN., BUS. REG. Sections 14-201 to 14-233 (2010 Repl. Vol. and Supp. 2010) (the "Law"). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Law.

b. All representations requiring prospective Developers to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

c. Developer may bring a lawsuit in Maryland for claims arising under the Law.

d. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Developer on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

RGN-USF, LLC,
a Delaware limited liability company

By:_____
Name: _____
Title: _____

Date:_____

FRANCHISEE:
_____
_____

By:_____
Name: _____
Title: _____

Date:_____

ADDENDUM TO
RGN-USF, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

Item 13 of the Franchise Disclosure Document is amended to state that we will protect your right to use the trademarks, service marks, trade names, logotypes of other commercial symbols ("Marks") or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks.

The following is added to Item 17 of the Franchise Disclosure Document:

Under Minnesota law and except in certain specified cases, RGN-USF, LLC must give you 90 days' notice of termination with 60 days to cure. RGN-USF, LLC also must give you at least 180 days' notice of its intention not to renew a franchise, and sufficient opportunity to recover the fair market value of the franchise as a going concern. To the extent that the Franchise Agreement is inconsistent with the Minnesota law, the Minnesota law will control.

To the extent that any condition, stipulation or provision contained in the Franchise Agreement (including any choice of law provision) purports to bind any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance with the Minnesota Franchises law, such condition, stipulation or provision may be void and unenforceable under the nonwaiver provision of the Minnesota Franchises Law.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J. prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Minn. Rule 2860.4400J. prohibits us from requiring you to consent to liquidated damages and prohibits waiver of a jury trial. If the Franchise Agreement contains a provision that is inconsistent with the Minn. Rule, the provisions of the Franchise Agreement will be superseded by the Minn. Rule's requirements and will have no force or effect.

Minn. Rule 2860.4400J. prohibits us from requiring you to assent to a general release. To the extent that the Franchise Agreement requires you to sign a general release as a condition of renewal or transfer, the Franchise Agreement will be considered amended to the extent necessary to comply with Minnesota law.

Minn. Rule 2860.4400J. prohibits us from requiring you to pay a termination fee. To the extent that the Franchise Agreement requires you to pay a termination fee, the provisions of the Franchise Agreement will be superseded by the Minn. Rule's requirements and will have no force or effect.

ADDENDUM TO
RGN-USF, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

The Franchise Agreement between RGN-USF, LLC, a Delaware limited liability company ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

MINNESOTA LAW MODIFICATION

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be mended to be consistent with Minnesota Franchise Act. Minn. Stat. Section 80C.01 et. seq., and the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and/or Franchise Disclosure Document contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Minnesota Department of Commerce requires that franchisors indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's proprietary marks infringes trademark rights of the third party.

b. Minn. Stat. Sec. 80C.14. Subds. 3, 4, and 5 requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

c. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Franchise Act.

d. If the Agreement requires that it be governed by the law of a State other than the State of Minnesota or arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

e. Any provision that requires the Franchisee to consent to a claims period that differs from the applicable statute of limitations period under Minn. Stat. 80C.1, Subd. 5, may not be enforceable under Minnesota law.

2. Minn. Stat. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes Ch. 80C, including your rights to any procedure, forum, or remedies provided for in that law.

3. The Agreement and/or Franchise Disclosure Document is hereby amended to delete all referenced to Liquidated Damages (as defined) in violation of Minnesota law; provided, that no such deletion shall excuse Franchisee from liability for actual or other damages and the formula for Liquidated

Damages in the Agreement and/or Franchise Disclosure Document shall be admissible as evidence of actual damages.

4. To the extent required by Minnesota Law, the Agreement and/or Franchise Disclosure Document is amended to delete all references to a waiver of jury trial.

5. All sections of the Agreement and/or Franchise Disclosure Document referencing Franchisor's right to obtain injunctive relief are hereby amended to refer to Franchisor's right to seek to obtain such relief.

6. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Minnesota Law applicable to the provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

RGN-USF, LLC, a Delaware limited liability company	FRANCHISEE: _____ _____
By:_____ Name: _____ Title: _____	By:_____ Name: _____ Title: _____
Date:_____	Date:_____

ADDENDUM TO
RGN-USF, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005, 212-416-8236. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity

as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The Initial Franchise Fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer"**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee"**:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor"**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum"**, and Item 17(w), titled "**Choice of law"**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

ADDENDUM TO
RGN-USF, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK

The Franchise Agreement between RGN-USF, LLC, a Delaware limited liability company ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

NEW YORK LAW MODIFICATION

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 to 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Release. If Franchisee is required to execute a release of claims, as provided in Article 2(B) of the Franchise Agreement, or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Sections 680 to 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

b. Governing Law. Article 21(A) of the Franchise Agreement is amended by adding the following sentence at the end of such Article: "The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York."

c. Termination by Franchisee. Article 9 of the Franchise Agreement is hereby amended to add the following sentence at the end of the Article: "Notwithstanding anything contained in this Article 9 to the contrary, Franchisee may terminate the Franchise Agreement on any grounds available by law."

d. Renewal, Extension, Approval of Transfer. Article 2 and Article 17 are amended by adding the following: "However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the general Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of the General business Law sections 687.4 and 687.5 be satisfied."

e. Assignment. Article 17 is amended by adding the following sentence at the end of the Article: "However, no assignment will be made except to an assignee who in good faith and judgment of the Franchisor, is willing and financially able to assume the Franchisor's obligations under the Franchise Agreement."

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of New York General Business Law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

RGN-USF, LLC, a Delaware limited liability company	FRANCHISEE: _____ _____
By:_____ Name: _____ Title: _____	By:_____ Name: _____ Title: _____
Date:_____	Date:_____

ADDENDUM TO
RGN-USF, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA

The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

ADDENDUM TO
RGN-USF, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA

The Franchise Agreement between RGN-USF, LLC, a Delaware limited liability company ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

NORTH DAKOTA LAW MODIFICATION

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 to 51-19-17 (1995). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments shall be void with respect to claims under the Law.

b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota Law. If the Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.

c. If the Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.

d. If the Agreement requires that it be governed by the law of a state other than the State of North Dakota, to the extent that such law conflicts with North Dakota Law, North Dakota Law will control.

e. If the Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location will be determined by the arbitrator.

f. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

g. Any provision that provides that the parties waive their right to a jury trial may not be enforceable under North Dakota law.

h. Any provision that provides that Franchisee consent to a waiver of punitive and exemplary damages may not be enforceable under North Dakota law.

i. Any provision that requires Franchisee to consent to a claims period that differs from the applicable statute of limitations period under North Dakota law may not be enforceable under North Dakota law.

3. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of North Dakota Franchise Investment Law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

RGN-USF, LLC, a Delaware limited liability company	FRANCHISEE: _____ _____
By:_____ Name: _____ Title: _____	By:_____ Name: _____ Title: _____
Date:_____	Date:_____

ADDENDUM TO
RGN-USF, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND

The Franchise Agreement between RGN-USF, LLC, a Delaware limited liability company ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

RHODE ISLAND LAW MODIFICATIONS

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law Tit. 19 Ch. 28.1 Sections 19-28.1-1 to 19-28.1-34. To the extent that this Agreement contains provisions that re inconsistent with the following, such provisions are hereby amended:

a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void with respect to any claims brought under Rhode Island Franchise Investment Act Sec. 19-21.1-14.

b. If this Agreement requires that it be governed by a state's law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Section 19-28.1-14.

c. If Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Rhode Island Franchise Investment Act, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

RGN-USF, LLC, a Delaware limited liability company	FRANCHISEE: _____ _____
By:_____ Name: _____ Title: _____	By:_____ Name: _____ Title: _____
Date:_____	Date:_____

ADDENDUM TO
RGN-USF, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the Franchise Disclosure Document for RGN-USF, LLC is supplemented by the following:

"Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable**."**

"Any securities offered or sold by the Investor Franchisee as part of the RGN-USF, LLC Franchise must either be registered or exempt from registration under Section 13.1-514 of the Virginia Securities Act."

ADDENDUM TO
RGN-USF, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN

The Franchise Agreement between RGN-USF, LLC, a Delaware limited liability company ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

WISCONSIN LAW MODIFICATIONS

1. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, the Agreement is hereby amended to add the following provision:

> For all franchises sold in the State of Wisconsin, the Company will provide Franchisee at least 90 days' prior written notice of termination, cancellation, nonrenewal or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, nonrenewal or substantial change in competitive circumstances and will provide that Franchisee have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. These notice requirements shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the franchise, Franchisee will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between the Company and Franchisee inconsistent with the Law.

3. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Washington law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

RGN-USF, LLC, a Delaware limited liability company	FRANCHISEE: _____ _____
By:_____ Name: _____ Title: _____	By:_____ Name: _____ Title: _____
Date:_____	Date:_____

EXHIBIT J TO FRANCHISE DISCLOSURE DOCUMENT
BANKRUPTCY

The following table displays the affiliate legal entity name, address, filing date, and case number (for U.S. filings) or Ontario Corporation Number (for Canadian filings) for all bankruptcy filings referenced in Item 4 to this Franchise Disclosure Document.

The following table displays the affiliate legal entity name, address, filing date, and case number (for U.S. filings) or Ontario Corporation Number (for Canadian filings) for all bankruptcy filings referenced in Item 4 to this Franchise Disclosure Document.

Legal Entity Name	Address 1	Address 2	Address 3	City	State / Province	Zip	Country	Filing Date	Case Number (U.S.) / Ontario Corporation Number (Canada)
RGN - Columbus IV, LLC	711 North High Street	Floors 4, 5 & 6		Columbus	OH	43215	United States Of America	07 / 30 / 2020	20-11894
RGN - Chapel Hill II, LLC	1011 S. Hamilton Rd			Chapel Hill	NC	27517	United States Of America	08 / 02 / 2020	20-11910
RGN - Chicago XVI, LLC	222 Merchandise Mart Plaza	Suite 1225		Chicago	IL	60654	United States Of America	08 / 03 / 2020	20-11916
RGN - Fort Lauderdale III, LLC	501 East Olas Blvd.	Suite 200 and 300		Fort Lauderdale	FL	33301	United States Of America	08 / 08 / 2020	20-11931
H Work, LLC	845 THIRD AVENUE	6TH FLOOR		New York	NY	10022	United States Of America	08 / 17 / 2020	20-11963
H Work, LLC	One Rockefeller Plaza	Floors 10 and 11		New York	NY	10020	United States Of America	08 / 17 / 2020	20-11963
H Work, LLC	100 Park Avenue			New York City	NY	10017	United States Of America	08 / 17 / 2020	20-11963
H Work, LLC	8000 Towers Crescent Drive	13th Floor		Vienna	VA	22182	United States Of America	08 / 17 / 2020	20-11963
H Work, LLC	1500 District Avenue	1st and 2nd Floor		Burlington	MA	1803	United States Of America	08 / 17 / 2020	20-11963
H Work, LLC	100 Church Street	8th Floor		New York City	NY	10007	United States Of America	08 / 17 / 2020	20-11963
H Work, LLC	600 Third Avenue	2nd floor		New York	NY	10016	United States Of America	08 / 17 / 2020	20-11963
H Work, LLC	Corporate Commons	6200 Stoneridge Mall Road	3rd Floor	Pleasanton	CA	94588	United States Of America	08 / 17 / 2020	20-11963
H Work, LLC	401 North Michigan Avenue	Suite 1200		Chicago	IL	60611	United States Of America	08 / 17 / 2020	20-11963
H Work, LLC	101 Hudson Street	21st Floor		Jersey City	NJ	7302	United States Of America	08 / 17 / 2020	20-11963
H Work, LLC	1 International Plaza	Suite 550		Philadelphia	PA	PA 19113	United States Of America	08 / 17 / 2020	20-11963
H Work, LLC	103 Carnegie Center	Suite 300		Princeton	NJ	08540 - 6235	United States Of America	08 / 17 / 2020	20-11963
H Work, LLC	100 Horizon Center Blvd.	1st and 2nd Floors		Hamilton	NJ	8691	United States Of America	08 / 17 / 2020	20-11963
RGN - National Business Centers, LLC	1140 3rd Street, N.E.			Washington	DC	20002	United States Of America	08 / 17 / 2020	20-11962
RGN - National Business Centers, LLC	515 South Flower Street	18th and 19th Floors		Los Angeles	CA	90071	United States Of America	08 / 17 / 2020	20-11962
RGN - National Business Centers, LLC	Howard Hughes Center	6080 Center Drive	6th Floor	Los Angeles	CA	90045	United States Of America	08 / 17 / 2020	20-11962
RGN - National Business Centers, LLC	41 Madison Avenue	25th and 31st Floors		New York	NY	10010	United States Of America	08 / 17 / 2020	20-11962
RGN - National Business Centers, LLC	228 Hamilton Avenue	3rd Floor		Palo Alto	CA	94301	United States Of America	08 / 17 / 2020	20-11962
RGN - National Business Centers, LLC	2202 N. West Shore Blvd.	Suite 200		Tampa	FL	33607	United States Of America	08 / 17 / 2020	20-11962
RGN - National Business Centers, LLC	1655 NORTH FORT MYER DRIVE	SUITE 700		Arlington	VA	22209	United States Of America	08 / 17 / 2020	20-11962
RGN - National Business Centers, LLC	630 Freedom Business Center	3rd Floor		King Of Prussia	PA	19406	United States Of America	08 / 17 / 2020	20-11962
RGN - Lehi I, LLC	3450 N. Triumph Blvd.	Suite 102		Lehi	UT	84043	United States Of America	08 / 27 / 2020	20-12009
RGN - Lehi II, LLC	3300 N Triumph Blvd	Suite 100 & 200		Lehi	UT	84043	United States Of America	08 / 27 / 2020	20-12010
RGN - Atlanta XXXV, LLC	1 Concourse Parkway			Atlanta	GA	30328	United States Of America	08 / 29 / 2020	20-12018
RGN - Arlington VI, LLC	1101 Wilson Boulevard	6th, 8th and 9th Floors		Arlington	VA	22209	United States Of America	08 / 30 / 2020	20-12023
RGN - Chevy Chase I, LLC	4445 Willard Ave	Suite 600		Chevy Chase	MD	20815	United States Of America	09 / 02 / 2020	20-12060
RGN - Philadelphia IX, LLC	1626 Locust Street			Philadelphia	PA	19103	United States Of America	09 / 02 / 2020	20-12061
RGN - Denver XVI, LLC	2301 Blake Street			Denver	CO	80205	United States Of America	09 / 03 / 2020	20-12074
RGN - Los Angeles XXV, LLC	5999 Center Dr.	Suite 100 & 200		Los Angeles	CA	90045	United States Of America	09 / 03 / 2020	20-12075
RGN - New York XXXIX, LLC	1740 Broadway	15th Floor		New York	NY	10019	United States Of America	09 / 03 / 2020	20-12076
RGN - San Jose IX, LLC	4353 N 1st St	Floors 1 & 2		San Jose	CA	95134	United States Of America	09 / 03 / 2020	20-12077
RGN - Culver City I, LLC	10100 Venice Blvd			Culver City	CA	90232	United States Of America	09 / 08 / 2020	20-12086
RGN - Denver XI, LLC	250 Fillmore Street	Floors 1 through 3		Denver	CO	80206	United States Of America	09 / 08 / 2020	20-12087
RGN - Austin VI, LLC	9600 Great Hills Trail	Suite 150W		Austin	TX	78759	United States Of America	09 / 09 / 2020	20-12102
RGN - Beachwood I, LLC	2000 Auburn Drive	One Chagrin Highlands	Suite 200	Beachwood	OH	44122	United States Of America	09 / 09 / 2020	20-12103
RGN - Boston XIX, LLC	75 State Street	1st Floor		Boston	MA	2109	United States Of America	09 / 09 / 2020	20-12104
RGN - Houston XXV, LLC	2929 Allen Parkway	Suite 200		Houston	TX	77019	United States Of America	09 / 09 / 2020	20-12105
RGN - Huntsville II, LLC	4100 Market Street	Suite 100		Huntsville	AL	35808	United States Of America	09 / 09 / 2020	20-12107
RGN - New York XLI, LLC	1501 Broadway	12th Floor		New York	NY	10036-5601	United States Of America	09 / 09 / 2020	20-12109
RGN - New York XLIII, LLC	434 W. 33rd Street	7th to 13th Floors		New York	NY	10001	United States Of America	09 / 09 / 2020	20-12108
RGN - San Antonio XIV, LLC	1777 NE Loop 410	Suite 600		San Antonio	TX	78217	United States Of America	09 / 09 / 2020	20-12106
Corporate Offices of California, LLC	445 S. Figueroa Street	31st Floor		Los Angeles	CA	90071	United States Of America	09 / 10 / 2020	20-12118
RGN - Alpharetta II, LLC	2475 NorthWinds Parkway	Suite 200		Alpharetta	GA	30009	United States Of America	09 / 10 / 2020	20-12113
RGN - Baton Rouge I, LLC	301 N. Main Street	Suite 2200		Baton Rouge	LA	70825	United States Of America	09 / 10 / 2020	20-12114
RGN - Beaverton II, LLC	1500 NW Bethany Blvd	Suite 200		Beaverton	OR	97006	United States Of America	09 / 10 / 2020	20-12117
RGN - Boston I, LLC	800 Boylston Street	16th Floor		Boston	MA	MA 02199	United States Of America	09 / 10 / 2020	20-12115
RGN - Boulder II, LLC	4770 Baseline Road	Suite 200		Boulder	CO	80303	United States Of America	09 / 10 / 2020	20-12116
RGN - Chicago XXVI, LLC	55 E. Monroe Street	Suite 3800		Chicago	IL	60603	United States Of America	09 / 10 / 2020	20-12119
RGN - Clayton I, LLC	7733 Forsyth Blvd	11th Floor		Clayton	MO	63105	United States Of America	09 / 10 / 2020	20-12122
RGN - Dallas XIX, LLC	8951 Cypress Waters Blvd.	Suite 160		Dallas	TX	75019	United States Of America	09 / 10 / 2020	20-12125
RGN - Downers Grove I, LLC	1431 Opus Place	Suite 110		Downers Grove	IL	IL 60515	United States Of America	09 / 10 / 2020	20-12127
RGN - Englewood III, LLC	8400 East Crescent Parkway	6th Floor		Greenwood Village	CO	80111	United States Of America	09 / 10 / 2020	20-12132
RGN - Fort Worth IV, LLC	5601 Bridge Street	Suite 300		Fort Worth	TX	76112	United States Of America	09 / 10 / 2020	20-12135
RGN - Fort Worth VI, LLC	9800 Hillwood Parkway	Suite 140		Fort Worth	TX	76177	United States Of America	09 / 10 / 2020	20-12120
RGN - Frisco II, LLC	7460 Warren Parkway	Suite 100		Frisco	TX	75034	United States Of America	09 / 10 / 2020	20-12121
RGN - Greenwood Village II, LLC	5445 DTC Parkway	Penthouse 4		Greenwood Village	CO	80111	United States Of America	09 / 10 / 2020	20-12123
RGN - Jenkintown I, LLC	610 Old York Road	Suite 400		Jenkintown	PA	19046	United States Of America	09 / 10 / 2020	20-12124
RGN - Jupiter II, LLC	110 Front Street	Suite 300,		Jupiter	FL	FL 33477	United States Of America	09 / 10 / 2020	20-12126
RGN - Katy I, LLC	2717 Commercial Center Blvd.	Suite E200		Katy	TX	77494	United States Of America	09 / 10 / 2020	20-12128
RGN - Lakewood I, LLC	200 Union Blvd.	Suite 200		Lakewood	CO	80228	United States Of America	09 / 10 / 2020	20-12129
RGN - Las Vegas VII, LLC	9205 West Russell Road	Building 3, Suite 240		Las Vegas	NV	89148	United States Of America	09 / 10 / 2020	20-12130
RGN - Las Vegas X, LLC	400 S. 4th Street	Suite 500		Las Vegas	NV	89101	United States Of America	09 / 10 / 2020	20-12133
RGN - Los Angeles I, LLC	3415 South Sepulveda Blvd	Suite 1100		Los Angeles	CA	90034	United States Of America	09 / 10 / 2020	20-12134
RGN - Metairie II, LLC	One Galleria Blvd.	Suite 1900		Metairie	LA	70001	United States Of America	09 / 10 / 2020	20-12136
RGN - Metro Dallas VI, LLC	15851 Dallas Parkway	Suite 600		Addison	TX	TX 75001	United States Of America	09 / 10 / 2020	20-12137
RGN - Miami I, LLC	1801 N.E. 123rd Street	Suite 314		North Miami	FL	33181	United States Of America	09 / 10 / 2020	20-12138
RGN - Oak Park I, LLC	1010 Lake Street	Suite 200		Oak Park	IL	60301	United States Of America	09 / 10 / 2020	20-12139
RGN - Oklahoma City I, LLC	101 Park Avenue	Suite 1300		Oklahoma City	OK	73102	United States Of America	09 / 10 / 2020	20-12140
RGN - Pasadena I, LLC	155 N. Lake Avenue	8th Floor		Pasadena	CA	91101	United States Of America	09 / 10 / 2020	20-12141
RGN - Pasadena II, LLC	117 East Colorado Blvd.	Suite 600		Pasadena	CA	91105	United States Of America	09 / 10 / 2020	20-12143
RGN - Phoenix III, LLC	4600 E. Washington	Suite300		Phoenix	AZ	85034	United States Of America	09 / 10 / 2020	20-12145
RGN - Phoenix XII, LLC	2550 W. Union Hills Drive	Suite 350		Phoenix	AZ	85027	United States Of America	09 / 10 / 2020	20-12147
RGN - Phoenix XIII, LLC	20860 N. Tatum Blvd.	Suite 300		Phoenix	AZ	AZ 85050	United States Of America	09 / 10 / 2020	20-12150
RGN - Sacramento IV, LLC	180 Promenade Circle	Suite 300		Sacramento	CA	95834	United States Of America	09 / 10 / 2020	20-12152
RGN - San Diego XII, LLC	9920 Pacific Heights Blvd.	Suite 150		San Diego	CA	92121	United States Of America	09 / 10 / 2020	20-12153
RGN - San Diego XV, LLC	2305 Historic Decatur Road	Suite 100		San Diego	CA	92106	United States Of America	09 / 10 / 2020	20-12154
RGN - San Francisco XIII, LLC	505 Montgomery Street	10th & 11th floors		San Francisco	CA	94111	United States Of America	09 / 10 / 2020	20-12156
RGN - Santa Fe I, LLC	150 Washington Avenue	Suite 201		Santa Fe	NM	87501	United States Of America	09 / 10 / 2020	20-12142
RGN - Scottsdale V, LLC	7702 East Doubletree Ranch Rd.	Suite 300		Scottsdale	AZ	85258	United States Of America	09 / 10 / 2020	20-12144
RGN - Scottsdale VI, LLC	15333 North Pima Road	Suite 305		Scottsdale	AZ	85260	United States Of America	09 / 10 / 2020	20-12146

Legal Entity Name	Address 1	Address 2	Address 3	City	State / Province	Zip	Country	Filing Date	Case Number (U.S.) / Ontario Corporation Number (Canada)
RGN - Southfield I, LLC	2000 TOWN CENTER	SUITE 1900		Southfield	MI	48075	United States Of America	09 / 10 / 2020	20-12148
RGN - St. Louis II, LLC	100 South 4th Street	Suite 550		St. Louis	MO	63102	United States Of America	09 / 10 / 2020	20-12149
RGN - Sugarland I, LLC	Three Sugar Creek Center	Suite 100		Sugar Land	TX	77478	United States Of America	09 / 10 / 2020	20-12151
RGN - Tampa V, LLC	100 S. Ashley Drive	Suite 600		Tampa	FL	33602	United States Of America	09 / 10 / 2020	20-12157
RGN - Tulsa III, LLC	321 S. Boston	Suite 300		Tulsa	OK	74103	United States Of America	09 / 10 / 2020	20-12159
RGN - Tuscon I, LLC	One South Church Avenue	Suite 1200		Tucson	AZ	85701	United States Of America	09 / 10 / 2020	20-12158
RGN - Uniondale I, LLC	626 RexCorp Plaza			Uniondale	NY	11556	United States Of America	09 / 10 / 2020	20-12160
RGN - Washington DC XIV, LLC	1200 G STREET, NW	SUITE 800		Washington	DC	20005	United States Of America	09 / 10 / 2020	20-12161
RGN - Tampa III, LLC	8875 HIDDEN RIVER PARKWAY	SUITE 300		Tampa	FL	33637	United States Of America	09 / 10 / 2020	20-12155
RGN - Austin XIII, LLC	1250 Capital of Texas Highway South	Building 3, Suite 400		Austin	TX	78746	United States Of America	09 / 14 / 2020	20-12334
RGN - Cambridge III, LLC	Harvard Square	One Mifflin Place	Suite 400	Cambridge	MA	2138	United States Of America	09 / 14 / 2020	20-12337
RGN - Cincinnati III, LLC	1435 Vine Street			Cincinnati	OH	45202	United States Of America	09 / 14 / 2020	20-12339
RGN - Long Island City I, LLC	The Falchi Building	31-00 47th Avenue	Suite 3100	Long Island City	NY	11101	United States Of America	09 / 14 / 2020	20-12340
RGN - New York VIII, LLC	1325 Avenue of the Americas	27th and 28th Floors		New York	NY	10019	United States Of America	09 / 14 / 2020	20-12342
RGN - New York XLVII, LLC	175 Pearl Street	Floors 1 through 3		Brooklyn	NY	11201	United States Of America	09 / 14 / 2020	20-12343
RGN - Novato II, LLC	7250 Redwood Blvd.	Suite 300		Novato	CA	94945	United States Of America	09 / 14 / 2020	20-12345
RGN - Palo Alto III, LLC	3000 El Camino Real	Building 4	Suite 200	Palo Alto	CA	94306	United States Of America	09 / 14 / 2020	20-12346
RGN - Plano V, LLC	5717 Legacy Drive	Suite 250		Plano	TX	75024	United States Of America	09 / 14 / 2020	20-12335
RGN - Reston II, LLC	11921 FREEDOM DRIVE	TWO FOUNTAIN SQUARE	SUITE 550	Reston	VA	20190	United States Of America	09 / 14 / 2020	20-12338
RGN - San Diego XVI, LLC	1420 Kettner Boulevard	Suite 100, 200 and 300		San Diego	CA	92101	United States Of America	09 / 14 / 2020	20-12341
RGN - San Francisco XX, LLC	95 Third Street	2nd Floor		San Francisco	CA	94103	United States Of America	09 / 14 / 2020	20-12344
RGN - Santa Monica VI, LLC	2450 Colorado Avenue	Suite 100E		Santa Monica	CA	90404	United States Of America	09 / 14 / 2020	20-12228
RGN - Sausalito II, LLC	One Harbor Drive	Suite 300		Sausalito	CA	94965	United States Of America	09 / 14 / 2020	20-12347
RGN - Seattle XVII, LLC	2815 Elliott Avenue	Suite 100		Seattle	WA	98121	United States Of America	09 / 14 / 2020	20-12348
RGN - Washington DC I, LLC	2200 Pennsylvania Avenue, N.W.	4th Floor East		Washington	DC	20037-1701	United States Of America	09 / 14 / 2020	20-12349
RGN - Braintree I, LLC	859 Willard Street	Suite 400		Quincy	MA	2169	United States Of America	09 / 15 / 2020	20-12354
RGN - Milwaukee III, LLC	342 N. Water Street	Suite 600		Milwaukee	WI	53202	United States Of America	09 / 15 / 2020	20-12353
RGN - Costa Mesa II, LLC	555 Anton Boulevard	Suites 150, 200, 300		Costa Mesa	CA	92626	United States Of America	09 / 16 / 2020	12364
RGN - Atlanta XII, LLC	1201 PEACHTREE STREET	400 COLONY SQUARE	SUITE 200	Atlanta	GA	30361	United States Of America	09 / 16 / 2020	20-12359
RGN - Miami Beach II, LLC	1688 Meridian Avenue	Suite 600 & 700		Miami Beach	FL	33139	United States Of America	09 / 16 / 2020	20-12361
RGN - Tulsa V, LLC	8211 East Regal Place	Suite 100-103		Tulsa	OK	74133	United States Of America	09 / 16 / 2020	20-12363
RGN - Baltimore IV, LLC	145 West Ostend Street	Suite 600		Baltimore	MD	21230	United States Of America	09 / 16 / 2020	20-12362
RGN - Irving II, LLC	222 West Las Colinas Blvd.	Suite 1650		Irving	TX	75039	United States Of America	09 / 16 / 2020	20-12365
RGN - Raleigh VII, LLC	4509 Creedmoor Rd.	Suite 201		Raleigh	NC	27612	United States Of America	09 / 16 / 2020	20-12360
RGN - Atlanta XII, LLC	1201 Peachtree Street NE	Floors 1, 2 and 3		Atlanta	GA	30361	United States Of America	09 / 16 / 2020	20-12359
RGN - Roseville III, LLC	3017 Douglas Boulevard	Suite 300		Roseville	CA	95661	United States Of America	09 / 18 / 2020	20-12380
RGN - San Francisco XIX, LLC	1390 Market Street	Suite 200		San Francisco,	CA	94102	United States Of America	09 / 22 / 2020	20-12385
RGN - New York LVIII, LLC	287 Park Ave S	2nd Floor		New York	NY	10010	United States Of America	10 / 02 / 2020	20-12447
RGN - Austin XV, LLC	501 Congress Avenue	Suite 150		Austin	TX	78701	United States Of America	10 / 15 / 2020	20-12605
RGN - Dallas XX, LLC	1919McKinney Avenue	Suite 100		Dallas	TX	75201	United States Of America	10 / 20 / 2020	20-12633
Guardian Financial Corp	1500 West Georgia	Suite 1300		Vancouver	BC	V6G 2Z6	Canada	08 / 31 / 2020	BC0273025
RGN Alberta IV Limited Partnership	500 4th Avenue SW	Suite 2500		Calgary	AB	T2P 2V6	Canada	08 / 31 / 2020	2764615
RGN Alberta Limited Partnership	144-4 Avenue SW	Suite 1600		Calgary	AB	T2P 3N4	Canada	08 / 31 / 2020	2764611
RGN Alberta X Limited Partnership	421 7th Avenue S.W.	30th Floor		Calgary	AB	T2P 4K9	Canada	08 / 31 / 2020	2764593
RGN Alberta XIII Limited Partnership	330 5th Avenue SW	Suite 1800		Calgary	AB	T2P 0J4	Canada	08 / 31 / 2020	2764605
RGN Alberta XIV Limited Partnership	10 Floor Bankers Hall West	888, 3rd Street. South West	Suite 1000	Calgary	AB	T2P 5C5	Canada	08 / 31 / 2020	2764590
RGN Alberta XVII Limited Partnership	4838 Richard Road SW			Calgary	AB	T3E 6L1	Canada	08 / 31 / 2020	2764588
RGN British Columbia XVI Limited Partnership	15300 Croydon Drive	Suite 300		Surrey	BC	V3Z 0Z5	Canada	08 / 31 / 2020	2764568
RGN British Columbia XX Limited Partnership	151 West Hastings St			Vancouver	BC	V6B 1H4	Canada	08 / 31 / 2020	2764565
RGN British Columbia XXIV Limited Partnership	3450 Uptown Blvd	Suites 301, 305 and 307		Victoria	BC	V8Z 0B9	Canada	08 / 31 / 2020	2764561
RGN British Columbia XXV Limited Partnership	535 Yates Street	Suites 200, 300, 400		Victoria	BC	V8W 2Z6	Canada	08 / 31 / 2020	2764558
RGN Manitoba II Limited Partnership	201 PORTAGE AVENUE	18TH FLOOR		Winnipeg	MB	R3B 3K6	Canada	08 / 31 / 2020	2764549
RGN Ontario II Limited Partnership	TD Canada Trust Tower	161 Bay Street, 27th Floor	PO Box 508	Toronto	ON	M5J 2S1	Canada	08 / 28 / 2020	2764543
RGN Ontario L Limited Partnership	5200 Yonge Street	Suite 200		North York	ON	M2N 5P6	Canada	08 / 31 / 2020	2764538
RGN Ontario LV Limited Partnership	2 St. Clair Avenue West			Toronto	ON	M4V 1L5	Canada	08 / 31 / 2020	2764531
RGN Ontario LVI Limited Partnership	One Dundas Street West	Suite 2500		Toronto	ON	M5G 1Z3	Canada	08 / 31 / 2020	2764530
RGN Ontario LVIII Limited Partnership	1655 Dupont Street	Suite 101		Toronto	ON	M6P 3T1	Canada	08 / 31 / 2020	2764527
RGN Ontario LXII Limited Partnership	208 Booth Street			Ottawa	ON	-	Canada	08 / 31 / 2020	2764524
RGN Ontario XI Limited Partnership	151 Yonge Stree	11th Floor		Toronto	ON	M5C 2W7	Canada	08 / 31 / 2020	2764514
RGN Ontario XLI Limited Partnership	180 John Street			Toronto	ON	M5T 1X5	Canada	08 / 31 / 2020	2764503
RGN Ontario XLII Limited Partnership	36 Toronto Street	Suite # 850		Toronto	ON	M5C 2C5	Canada	08 / 31 / 2020	2764501
RGN Ontario XLV Limited Partnership	21 King Street West	5th Floor		Hamilton	ON	L8P 4W7	Canada	08 / 31 / 2020	2764493
RGN Ontario XLVI Limited Partnership	99 Yorkville Avenue	Suite 200		Toronto	ON	M5R 3K5	Canada	08 / 31 / 2020	2764492
RGN Ontario XLVII Limited Partnership	3601 Highway 7	Suite 400		Markham	ON	L3R 0M3	Canada	08 / 31 / 2020	2764491
RGN Ontario XLVIII Limited Partnership	7030 Woodbine Avenue	Suite 500		Markham	ON	L3R 6G2	Canada	08 / 31 / 2020	2764484
RGN Ontario XXI Limited Partnership	36 King Street East	4th Floor		Toronto	ON	M5C 1E5	Canada	08 / 31 / 2020	2764665
RGN Ontario XXIV Limited Partnership	111 Queen Street East	South Building	Suite 450	Toronto	ON	M5C 1S2	Canada	08 / 31 / 2020	2764645
RGN Ontario XXIX Limited Partnership	9225 Leslie Street	Suite 201		Richmond Hill	ON	L4B 3H6	Canada	08 / 31 / 2020	2764636
RGN Ontario XXV Limited Partnership	2 St. Clair Avenue West	18th Floor		Toronto	ON	M4V 1L5	Canada	08 / 31 / 2020	2764637
RGN Ontario XXVIII Limited Partnership	2010 Winston Park Drive	Suite 200		Oakville	ON	L6H 5R7	Canada	08 / 31 / 2020	2764641
RGN Ontario XXXI Limited Partership	1315 Pickering Parkway	Suite 300		Pickering, On	ON	L1V 7G5	Canada	08 / 31 / 2020	2764643
RGN Ontario XXXII Limited Partnership	90 Burnhamthorpe Road West	Suite 1400		Mississauga	ON	L5B 3C3	Canada	08 / 31 / 2020	2764644
RGN Ontario XXXIII Limited Partnership	180 Northfield Drive West	Unit 4, 1st Floor		Waterloo	ON	N2L 0C7	Canada	08 / 31 / 2020	2764649
RGN Quebec V Limited Partnership	9160, Boul. Leduc	Suite 410		Brossard	QC	J4Y 0E3	Canada	08 / 31 / 2020	2764663
RGN Quebec VI Limited Partnership	2000 McGill College Avenue	6th Floor		Montreal	QC	H3A 3H3	Canada	08 / 31 / 2020	2764635
RGN Quebec XIV Limited Partnership	5455 De Gaspe Ave	Suite 710		Montreal	QC	H2T 3B3	Canada	08 / 31 / 2020	2764627
RGN Quebec XVI Limited Partnership	3 Rue Eddy			Gatineau	QC	-	Canada	08 / 31 / 2020	2764625
RGN Services Limited	1000 de La Gauchetiere Street West	Suite 2400		Montreal	QC	H3B 4W5	Canada	08 / 31 / 2020	C0823967
RGN Services Limited	1155 North Service Road West			Oakville	ON	L6M 3E3	Canada	08 / 31 / 2020	Not Available
RGN Ontario XXXIV Limited Partnership	130 King Street West	Suite 1800		Toronto	ON	M5X 1E3	Canada	09 / 16 / 2020	2764651
RGN - Portland VII, LLC	145 5 NW Irving Street	Suite 200		Portland	OR	97209	United States Of America	11 / 13 / 2020	20-12984
RGN British Columbia XXIII Limited Partnership	400 W Georgia St	Floors1 through 9		Vancouver	BC	V6B 1Z3	Canada	11 / 13 / 2020	2764562
RGN - Baltimore V, LLC	200 E. Pratt Street			Baltimore	MD	21202	United States Of America	11 / 27 / 2020	20-13022
RGN - Chicago XLIV, LLC	620 N. LaSalle Street	Floors 1 - 8		Chicago	IL	60654	United States Of America	01 / 12 / 2021	21-10028
RGN - Milwaukee IV, LLC	1433 N Water Street	Floors 4 & 5		Milwaukee	WI	53202	United States Of America	02 / 08 / 2021	21-10390
RGN - New York V, LLC	275 Seventh Avenue	7th Floor		New York	NY	10001	United States Of America	03 / 11 / 2021	21-10555

EXHIBIT K TO FRANCHISE DISCLOSURE DOCUMENT
STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	June 27, 2022
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	June 27, 2022
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	July 13, 2022

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT L TO FRANCHISE DISCLOSURE DOCUMENT
RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If RGN-USF, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If RGN-USF, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise:

Michael Osburn 3000 Kellway Drive, Suite 140, Carrollton, TX 75006 (972) 361-8100
Michael Berretta 3000 Kellway Drive, Suite 140, Carrollton, TX 75006 (972) 361-8100

Issuance date: June 27, 2022.

RGN-USF, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I received a disclosure document dated June 27, 2022, that included the following Exhibits:

A.	State Agencies/Agents for Service of Process	G.	Financial Statements
B.	Franchise Agreement	H.	Manual Table of Contents
C.	Multi-Site Development Agreement	I.	State Addenda to Disclosure
D.	List of Current Franchisees and Area Developers	J.	Bankruptcy
E.	List of Former Franchisees and Area Developers	K.	State Effective Dates
F.	Sample General Release	L.	Receipts

Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Proposed Location: _____
(city/state)

_____

Print Name: _____

Please retain this copy for your records.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If RGN-USF, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If RGN-USF, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit A.

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E.	List of Former Franchisees and Area Developers	K.	State Effective Dates
F.	Sample General Release	L.	Receipts

Date: _____
(Do not leave blank)
Proposed Location: _____
(city/state)

Signature of Prospective Franchisee

_____

Print Name: _____

You may return this signed receipt either by signing, dating, and mailing it to RGN-USF, LLC, Attn: Michael Berretta at 3000 Kellway Drive, Suite 140, Carrollton, TX 75006, or by emailing a copy of this signed and dated receipt to RGN-USF, LLC at franchise.USA@iwgplc.com.