

DELIVERED

NOTICE OF DEFAULT

TO:

Homburg Invest Inc.

c/o Homburg L.P. Management Inc.

225 – 4000 – 4th Street SE Calgary AB T2G 2W3

AND TO:

Statoil Canada Ltd.

3600, 308 - 4th Ave. SW Calgary, AB, T2P 0H7

Dear Sirs:

We refer to a tenancy originally between Statoil Canada Ltd. and The Cadillac Fairview Corporation Limited (the "Landlord") pursuant to a lease dated October 11th, 2005, which was assigned pursuant to an Assignment of Lease dated April 5th, 2010 to Homburg Invest Inc. (the "Tenant"), in respect of approximately 117,568 square feet (the "Premises"), located in 635 – 8th Avenue (the "Building") in the City of Calgary in the Province of Alberta.

The undersigned Landlord of the Building hereby gives you notice of default, the particulars of which are that you have failed to pay Rent in the total amount of **Five Hundred and Sixty-One Thousand two Hundred and Seventy Nine Dollars and Fifty-Six Cents** (\$561,279.56) outstanding in respect Net Rent and Additional Rent as set out in more detail on the attached Schedule "A".

You are hereby required to pay the outstanding Rent and remedy the default by paying all rental arrears by certified cheque or money order payable to the undersigned and forwarded to the General Manager of the Building on or before the 19th day of September, 2011, failing which the undersigned will, without further notice to you, exercise all rights and remedies as are available to it at law, including at its option, terminating the lease.

If the undersigned elects to terminate the lease, then it intends to hold you liable for all damages caused as a result of the breaches and the forfeiture of the Premises, including without limitation, the rent accruing due for the remainder of the Term until the Premises are re-let (and thereafter any deficiency in the rent payable by the new tenant), bailiffs and legal fees, together with any costs of re-letting the Premises.

IN WITNESS WHEREOF the undersigned has affixed its corporate seal under the hands of its officers duly authorized in that behalf this 13th day of September, 2011 at the City of Calgary, in the Province of Alberta.

The Cadillac Fairview Corporation Limited

(Landlord)

Don

Authorized Signature

Per:

Authorized Signature

I/We have the authority to bind the corporation.

S-NOT-7/REV.10/31/01

SCHEDULE "A" STATEMENT OF ACCOUNT



G35 8th Avenue S.W. Administrative Offico Bude 300, 845-7th Avenue S.W. Calgary, Albreta 128 408

STATEMENT OF ACCOUNT

Date : September 12, 2011

invoice to:

Homburg Investing. Suns 2100 635 8th avenus SW Calgary, Alberta T2P 3M3

Lease No.

UHOMBIN1

Tonant No. Unit No. THOMBINT Floors: 7, 8, 9, 12, 17

11, 15

18, 19, 70, 21, 22 670046

GST: 89673 0697

| | | | | GST: 89G73 0699 | RTODAR - |
|-----------|-------------|-----------------------|---------------|-----------------|--------------|
| Dare | Invoice No. | Description | Amount | Payment | Balance |
| 1-May-11 | | May 2013 - Rent | \$539,771.93 | | - |
| | | GST | \$26,388,59 | | • |
| | 1 | 1 | \$566,760.52 | * | |
| 1-May-11 | | Cheque #1570/00 | | \$568,130.76 | (\$1,370.24 |
| Ligun (11 | | June 2011 - Hent | \$539,771.93 | | |
| | | G5T | \$26,988,59 | | |
| | 1 | | \$566,760 \$2 | | i · |
| 6-Jen-11 | | Choque #15772-16 | | \$568,130.76 | (\$1,370.24) |
| 1-89-11 | | July 2011 - Rent | \$539,771.93 | | Ì |
| | | GST | 526,288,52 | | |
| | | 1 | \$566,760.52 | | |
| 11-iul-11 | | Chaque #1583910 | 1. | \$568,130.76 | (\$1,370.2π |
| I-Aug-11 | : | August 2011 - Rent | \$539,771.93 | | |
| | | GST . | 526,988,52 | | |
| | | | \$566,760.52 | i | |
| 5-Aug 11 | | Cheque #3590247 . | İ | 5568,130,76 | (\$1,370 74) |
| 1-5ap-11 | | September 2011 - Rent | \$539,771.93 | | |
| | | GST | \$26,988.59 | į | |
| | | | 3566.760.52 | | |
| | | | | 50 60 | 5566,760.52 |
| unt due | | | | | \$561,279.56 |

Please rumit your payment to

Cadillac Fairynew Corporation Limited

Suite 300, 645 - 7th Avenue S.W.

Calgary, Alberta 12P 4G8

For further information, please contact Wendy Cardell at (403) 571-2528