

**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL**

No.: 500-11-041305-117

**SUPERIOR COURT**  
(Commercial Division)  
(sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*, R.S.C.  
1985, c. C-36, as amended)

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**IN THE MATTER OF THE PLAN OF  
COMPROMISE OR ARRANGEMENT OF:**

**Homburg Invest Inc.  
Homburg Shareco Inc.  
Churchill Estates Development Ltd.  
Inverness Estates Development Ltd.  
CP Development Ltd.  
North Calgary Land Ltd.**

**Debtors / Petitioners**

-and-

**Homco Realty Fund (52) Limited Partnership  
Homco Realty Fund (88) Limited Partnership  
Homco Realty Fund (89) Limited Partnership  
Homco Realty Fund (92) Limited Partnership  
Homco Realty Fund (94) Limited Partnership  
Homco Realty Fund (96) Limited Partnership  
Homco Realty Fund (105) Limited Partnership  
Homco Realty Fund (121) Limited Partnership  
Homco Realty Fund (122) Limited Partnership  
Homco Realty Fund (142) Limited Partnership  
Homco Realty Fund (199) Limited Partnership**

**Mises-en-cause**

-and-

**Samson Bélair/Deloitte & Touche Inc.**

**Monitor**

**MOTION FOR APPROVAL OF FUNDING CHARGES  
(HOMCO 52 AND HOMCO 88)**

**(Sections 11 and 11.52 of the *Companies' Creditors Arrangement Act*,  
R.S.C., 1985, c. C-36)**

**TO THE HONOURABLE JUSTICE LOUIS J. GOUIN OR TO ONE OF THE  
HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN COMMERCIAL  
DIVISION IN AND FOR THE JUDICIAL DISTRICT OF MONTRÉAL, THE  
PETITIONERS RESPECTFULLY SUBMIT AS FOLLOWS:**

## I. INTRODUCTION

1. On September 9, 2011, the Honourable Louis J. Gouin, J.S.C. issued an order (the “**Initial Order**”) pursuant to the *Companies Creditors’ Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”) in respect of Homburg Invest Inc. (“**HII**”), Homburg Shareco Inc. (“**Shareco**”), Churchill Estates Development Ltd., Inverness Estates Development Ltd. and CP Development Ltd. (collectively the “**Initial Debtors**”) as appears from the Court record;
2. Pursuant to the Initial Order, Samson Bélair/Deloitte & Touche Inc. (the “**Monitor**” or “**Deloitte**”) was appointed as Monitor of the Initial Debtors and a stay of proceedings (the “**Stay of Proceedings**”) was issued from the date of the Initial Order until October 7, 2011;
3. On October 7, 2011, this Court issued an order (the “**First Extension Order**”) extending the Stay of Proceedings. Since then, this Court has further extended the Stay of Proceedings, most recently until December 14, 2012 (the “**Stay Period**”), as appears from the Court record;
4. As appears from the Initial Order and the First Extension Order, the Stay of Proceedings was initially extended in favour of the following limited partnerships: Homco Realty Fund (52) Limited Partnership (“**Homco 52**”), Homco Realty Fund (88) Limited Partnership (“**Homco 88**”), Homco Realty Fund (89) Limited Partnership, Homco Realty Fund (92) Limited Partnership, Homco Realty Fund (94) Limited Partnership, Homco Realty Fund (105) Limited Partnership, Homco Realty Fund (121) Limited Partnership, Homco Realty Fund (122) Limited Partnership, Homco Realty Fund (142) Limited Partnership and Homco Realty Fund (199) Limited Partnership (collectively the “**Initial Mises-en-cause**”);
5. On May 31, 2012, this Court issued an order amending the Initial Order to add North Calgary Land Ltd. (“**NCLL**”) as a Petitioner and Homco Realty Fund (96) Limited Partnership (“**Homco 96**”) as a Mise-en-cause thereunder (NCLL, Homco 96, the Initial Debtors and the Initial Mises-en-cause are collectively referred to as the “**HII Group**”);
6. The HII Group respectfully requests that this Honourable Court approve a charge to secure the reimbursement of expenses to be funded by HII in connection with the sale of certain mortgaged assets, the whole as described more fully below;

## II. MORTGAGE BONDS AND CHARGED ASSETS

7. As previously disclosed to the Court, pursuant to a Second Supplemental Indenture between Shareco and Stichting Homburg Mortgage Bond (now Stichting Homburg Bond) (“**SHB**”) dated as of November 30, 2004 (the “**Second Supplemental Indenture**”), Shareco issued the Homburg Mortgage Bond 4 bonds (“**Bonds 4**”) in the principal amount of €20,010,000, with interest at the rate of 7.5% per annum, due on November 30, 2011;

8. The Second Supplemental Indenture provides that amounts owing in connection with the Series 4 Bonds shall be secured by, *inter alia*:
  - (a) a guarantee by HII in favour of SHB;
  - (b) a guarantee by Homco 52 in favour of SHB (the “**Homco 52 Guarantee**”) secured by a collateral mortgage in the principal amount of €20,010,000 in favour of SHB mortgaging Homco 52’s interest in the property held by Homco 52 (approximately 141 acres of land in Rocky View, Alberta known as “**Homburg Springs East**”).
9. The Homco 52 Guarantee is in turn secured by a mortgage in favour of 1028167 Alberta Ltd., as trustee for SHB, on Homburg Springs East (the “**Springs East Mortgage**”). This property is the sole material asset of Homco 52. It consists of vacant land, mainly zoned for residential development;
10. Similarly and as also previously disclosed to the Court, pursuant to a Fifth Supplemental Indenture between Shareco and SHB dated as of January 15, 2008 (the “**Fifth Supplemental Indenture**”), Shareco issued the Homburg Mortgage Bond 7 bonds (“**Bonds 7**”) in the principal amount of €31,230,000, with interest at the rate of 7.25% per annum, due on June 30, 2012.
11. As of the date of the Initial Order, amounts owing in connection with the Series 7 Bonds were and continue to be secured by, *inter alia*:
  - (a) a guarantee by HII in favour of SHB;
  - (b) a guarantee by Homco 88 in favour of SHB (the “**Homco 88 Guarantee**”) secured by a collateral mortgage in the principal amount of €31,230,000 in favour of SHB mortgaging Homco 88’s interest the property held by Homco 88 (an intended condominium project located in Calgary, Alberta known as “**Kai Mortensen Towers**”).
12. The Homco 88 Guarantee is in turn secured by a mortgage in favour of 1028167 Alberta Ltd., as trustee for SHB, on Kai Mortensen Towers (the “**SHB Kai Mortgage**”). This property is the sole material asset of Homco 88. As indicated above, the land was intended to be developed into a condominium project. However, only the parking structure has been developed as all development ceased around June 2011;
13. HSBC Bank Canada also holds a mortgage on Kai Mortensen Towers (the “**HSBC Kai Mortgage**”). A number of parties have also registered construction liens on Kai Mortensen Towers;
14. Counsel for the Monitor has issued an opinion that the Springs East Mortgage and the SHB Kai Mortgage are valid and enforceable;

### III. DISPOSITION OF HOMBURG SPRINGS EAST AND KAI MORTENSEN TOWERS

15. As previously disclosed to the Court, it has been determined by HII and the Monitor to proceed with the disposition of all non-core assets which include the Canadian assets;
16. Based and relying on third party valuations, HII and the Monitor determined that the net realization value of Homburg Springs East and Kai Mortensen Towers (jointly, the “**Springs East and Kai Properties**”) will likely not suffice to reimburse the claims in relation to the Series 4 Bonds and the Series 7 Bonds, secured by the Springs East Mortgage and the SHB Kai Mortgage respectively. It is highly unlikely that Homco 52 and Homco 88 (jointly, the “**Homcos**” and each, a “**Homco**”), and ultimately HII and their unsecured creditors, will receive any proceeds resulting from the disposition of these assets;
17. In light of the foregoing, it is in the interest of HII to cease financing the ongoing expenses, costs and fees relating to the Springs East and Kai Properties;
18. Given the complexities resulting from the size of the bondholder group and in order to facilitate and expedite the initiation of a sale process for the Springs East and Kai Properties, it was proposed that HII provide to Homco 52 and Homco 88 such amounts as may be required, as and from September 1, 2012, to fund all expenses, costs and fees (collectively, the “**Advances**”) incurred by Homco 52 and Homco 88, respectively, including in the context of the sale of the Springs East and Kai Properties, provided that:
  - (a) The reimbursement of Advances to Homco 52 be secured by a first ranking charge on Homburg Springs East; and
  - (b) The reimbursement of Advances to Homco 88 be secured by a charge on Kai Mortensen Towers ranking before all current charges, except the HSBC Kai Mortgage.
19. It was further agreed by HII and the Monitor that the professional fees of HII’s counsel and the Monitor and its counsel in relation to, respectively, the sale processes of Homburg Springs East and Kai Mortensen Towers (excluding the brokers’ commissions and fees), which are part of the Advances shall not, in each case, exceed \$100,000;
20. In cooperation with the Monitor, HII and the bondholders’ trustees (the “**Trustees**”) negotiated the terms of supplemental indentures reflecting this proposal. As indicated above, given the absence of value for the unsecured creditors, the Supplemental Indentures provide that the relevant bondholders shall be liable for all Advances as and from September 1, 2012, authorize the granting of a prior charge on the Springs East and Kai Properties to secure the reimbursement of the respective Advances to HII, authorize the Trustees to consent to a sale of the Springs East and Kai Properties and release the relevant mortgages (the “**4 and 7 Supplemental Indentures**”). As previously indicated to the Court, HII and the Trustees convened meetings of the relevant bondholders to consider and vote in respect of the 4 and 7 Supplemental Indentures;

21. It appears from the conclusions herein that the Advances are to be reimbursed in full by the respective Homcos, in priority to the reimbursement or payment of any amounts to any other creditor (except with respect to the HSBC Kai Mortgage), on the earlier of (i) disposition of the respective Homco's property, (ii) Plan Implementation Date (as defined in any CCAA plan of arrangement to be filed by HII), (iii) appointment of a receiver to the respective Homco, (iv) bankruptcy of the respective Homco or (v) transfer of at least a third (in value) of all outstanding Bonds 4 or Bonds 7 or the voting rights relating thereto by the present owners of Bonds 4 or Bonds 7 to any third parties;

#### IV. MORTGAGE BONDHOLDER MEETINGS

22. Representatives of the HII Group and the Monitor worked closely with the Trustees to organize the bondholder meetings. Meetings of the mortgage bondholders took place in Utrecht, the Netherlands on October 24 and 25, 2012 (the "**Meetings**", each a "**Meeting**");
23. At the relevant Meetings, the holders of Bonds 4 and Bonds 7 voted overwhelmingly in favour of ratifying the sale processes initiated by HII and granted the Trustees the authorization to enter into the 4 and 7 Supplemental Indentures;
24. Immediately prior to the Meetings, The Catalyst Capital Group Inc. ("**Catalyst**") expressed an interest in acquiring all or some of the mortgage bonds. There have been further discussions and exchanges of correspondence between Catalyst and the Trustees in connection therewith. As of the date hereof, the HII Group are informed that the Trustees have advised Catalyst that its latest offer is unacceptable but that the Trustees remain available to review and entertain any improved offer that may be made in respect of the mortgage bonds and the corporate bonds. Neither the HII Group nor the Monitor have participated in any negotiations between the Trustees and other parties;
25. Accordingly, on or about November 5, 2012, the Trustees (on behalf of SHB) and Shareco executed the 4 and 7 Supplemental Indentures (HII and Homco 52 or Homco 88 also intervened), copies of which are filed in support hereof *en liasse* as **Exhibit P-1**;

#### V. CONCLUSION

26. Accordingly, HII and the Monitor respectfully request that this Court authorize HII to provide the Advances to Homco 52 and Homco 88, and create corresponding first ranking charges in the amount of, respectively, \$125,000 and \$385,000 (the "**Funding Charges**") on Homburg Springs East and Kai Mortensen Towers, as set out in the conclusions hereof;
27. Provided that this Honourable Court grant the orders sought herein, HII and the Monitor, with the consent of the Trustees, shall proceed to retain CBRE Limited to market the Springs East and Kai Properties forthwith. HII will seek this Honourable Court's approval prior to concluding any sale in respect of these properties, the whole in accordance with the provisions of the CCAA;

28. HII is of the view that no creditor will suffer any undue prejudice from the creation of the Funding Charges and that they are appropriate in the present circumstances. Accordingly, HII respectfully requests that this Honourable Court render the orders contained in the conclusions hereof;
29. The Monitor has indicated that it will be filing the Seventeenth Report of the Monitor (the “**Monitor’s Seventeenth Report**”) in support of the present motion;
30. As will appear from the Monitor’s Seventeenth Report, the Monitor supports the present Motion;
31. The HII Group has acted, and continues to act, in good faith and with the utmost diligence;
32. The present motion is well founded in fact and law.

**WHEREFORE, MAY IT PLEASE THIS HONOURABLE COURT TO:**

**GRANT** the present *Motion for approval of funding charges (Homco 52 and Homco 88)* (the “**Motion**”);

**DECLARE** that all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion;

**APPROVE** and **RATIFY** the execution of the 4 and 7 Supplemental Indentures by HII, Shareco, Homco Realty Fund (52) Limited Partnership (“**Homco 52**”) and Homco Realty Fund (88) Limited Partnership (“**Homco 88**”) and **AUTHORIZE** the transactions contemplated therein;

**AUTHORIZE** HII to continue to provide advances to Homco 52 to cover all fees, costs and expenses of Homco 52 (including a maximum amount of \$100,000 (one hundred thousand Canadian Dollars) to cover professional fees of HII’s counsel and the Monitor and its counsel in relation to the sale process of the Homco 52 Property (as defined hereunder), which professional fees, for greater certainty, exclude the broker’s commissions and fees (all fees, costs and advances as and from September 1, 2012 shall be referred to herein as the “**H52 Advances**”);

**ORDER** that the H52 Advances shall be reimbursed in full by Homco 52, in priority to the reimbursement or payment of any amounts to any other creditor, on the earlier of (i) disposition of the Homco 52 Property (as defined below) or (ii) Plan Implementation Date (as defined in any CCAA plan of arrangement to be filed by HII) or (iii) appointment of a receiver to the Homco 52 Property or (iv) bankruptcy of Homco 52 or (v) transfer of at least a third (in value) of all outstanding Bonds 4 or the voting rights relating thereto by the present owners of Bonds 4 to any third parties;

**ORDER** and **DECLARE** that all of the moveable and immoveable property of Homco 52 (the “**Homco 52 Property**”) is hereby subject to a first ranking charge and security in the amount of \$125,000 (one hundred and twenty five thousand Canadian Dollars) in favour of HII as security for the obligation to reimburse the H52 Advances to HII (the “**Homco 52 Funding Charge**”).

For greater certainty and without limiting the generality of the foregoing, the Homco 52 Property includes the following real property located in the Province of Alberta:

THE NORTH WEST QUARTER OF SECTION ELEVEN (11)  
TOWNSHIP TWENTY SIX (26)  
RANGE ONE (1)  
WEST OF THE FIFTH MERIDIAN CONTAINING 64.7 HECTARES  
(160 ACRES) MORE OR LESS  
EXCEPTING:  
PLAN NUMBER      HECTARES      ACRES  
ROAD WIDENING    8210192      0.415    1.03  
DESCRIPTIVE      0412402      5.259    13.00  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
  
ESTATE:              FEE SIMPLE  
  
MUNICIPALITY:        CITY OF CALGARY  
  
REFERENCE NUMBER: 041 357 324

**AUTHORIZE** HII to continue to provide advances to Homco 88 to cover all fees, costs and expenses of Homco 88 (including a maximum amount of \$100,000 (one hundred thousand Canadian Dollars) to cover professional fees of HII's counsel and the Monitor and its counsel in relation to the sale process of the Homco 88 Property (as defined hereunder), which professional fees, for greater certainty, exclude the broker's commissions and fees (all fees, costs and advances as and from September 1, 2012 shall be referred to herein as the "**H88 Advances**");

**ORDER** that the H88 Advances shall be reimbursed in full by Homco 88, in priority to the reimbursement or payment of any amounts to any other creditor except amounts due to HSBC Bank Canada in connection with the HSBC Kai Mortgage (as defined below), on the earlier of (i) disposition of the Homco 88 Property (as defined below) or (ii) Plan Implementation Date (as defined in any CCAA plan of arrangement to be filed by HII) or (iii) appointment of a receiver to the Homco 88 Property or (iv) bankruptcy of Homco 88 or (v) transfer of at least a third (in value) of all outstanding Bonds 7 or the voting rights relating thereto by the present owners of Bonds 7 to any third parties;

**ORDER** and **DECLARE** that, subject to the next paragraph, all of the moveable and immoveable property of Homco 88 (the "**Homco 88 Property**") is hereby subject to a first ranking charge and security in the amount of \$385,000 (three hundred and eighty five thousand Canadian Dollars) in favour of HII as security for the obligation to reimburse the H88 Advances to HII (the "**Homco 88 Funding Charge**"). For greater certainty and without limiting the generality of the foregoing, the Homco 88 Property includes the following real property located in the Province of Alberta (the "**Kai Mortensen Parcel**");

PLAN A1  
BLOCK 77  
LOTS 1 TO 14 INCLUSIVE  
EXCEPTING THEREOUT (AS TO SURFACE ONLY):  
PLAN NUMBER    HECTARES    (ACRES)    MORE OR LESS  
ROAD            8110937        0.003    0.01

ATS REFERENCE:        5; 1; 24; 16  
ESTATE:                FEE SIMPLE

MUNICIPALITY:        CITY OF CALGARY

REFERENCE NUMBER: 071 184 582

**ORDER** and **DECLARE** that, as regards the Kai Mortensen Parcel only, the Homco 88 Funding Charge shall rank behind the mortgage registered by HSBC Bank Canada on the Kai Mortensen Parcel on December 20, 2010 under registration number 101 367 967 (the “**HSBC Kai Mortgage**”);

**DECLARE** that, except as provided in the previous paragraph, the Homco 52 Funding Charge and the Homco 88 Funding Charge shall rank ahead of any and all encumbrances, liens, claims, liabilities (direct, indirect, absolute or contingent), disputes, debts, obligations, rights, titles, interests, security interests, charges (including any and all charges created pursuant to the Debtors’ proceedings pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36), pledges, mortgages, hypothecations, hypothecs, judgments, trusts or deemed trusts, executions, writs of seizure and sale, options, adverse claims, prior claims, assignments, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, levies, priorities, remedies from facts which exist as of the date of the transaction, or any other claims or encumbrances of any nature whatsoever and howsoever arising, in each case whether known or unknown, whether contractual, statutory or legal, by operation of law or equity or otherwise, whether perfected, attached, registered or filed, whether secured, unsecured or otherwise;

**ORDER** that the claims of HII pursuant to the H52 Advances and the H88 Advances shall not be compromised or arranged pursuant to any plan of arrangement or compromise (a “**Plan**”) or these proceedings and HII, in that capacity, shall be treated as an unaffected creditor in these proceedings and in any Plan;

**ORDER** that HII may, notwithstanding any other the Order of the Court, take such steps from time to time as it may deem necessary or appropriate to register, record or perfect the Homco 52 Funding Charge and the Homco 88 Funding Charge in any office of public record in all jurisdictions where deemed appropriate;

**PRAY ACT** of the Monitor’s Seventeenth Report;



**ORDER** provisional execution of the present order, notwithstanding appeal;

**THE WHOLE WITHOUT COSTS**, save in the event of contestation.

MONTRÉAL, November 6, 2012

*Osler, Hoskin & Harcourt LLP*

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**OSLER, HOSKIN & HARCOURT LLP**

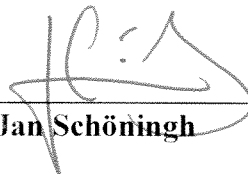
Attorneys for the Debtors and Mises-en-cause

## AFFIDAVIT


I the undersigned, Jan Schöningh, domiciled and residing at 597 Roslyn Avenue, Westmount, Québec, H3Y 2V1, solemnly declare the following:

1. I am the President and Chief Executive Officer of Homburg Invest Inc. and duly authorized representative of the Petitioners for the purpose hereof;
2. I have taken cognizance of the attached *Motion for approval of funding charges (Homco 52 and Homco 88)*;
3. All of the facts alleged in the said motion are true.

AND I HAVE SIGNED

  
Jan Schöningh

SOLEMNLY DECLARED BEFORE ME  
IN MONTRÉAL ON THE  
6<sup>TH</sup> DAY OF NOVEMBER 2012.

  
Commissioner for Oaths for  
the Province of Québec



## NOTICE OF PRESENTATION

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855 – 2<sup>nd</sup> Street S.W.  
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Me Kelly Bourassa  
email : kelly.bourassa@blakes.com
- TO : DEPARTMENT OF JUSTICE CANADA  
Tax Litigation Directorate  
Québec Regional Office  
Guy-Favreau Complex, East Tower, 9<sup>th</sup> Floor  
200 René-Lévesque Boulevard W.  
Montréal QC H2Z 1X4  
  
Me Kim Sheppard  
email : kim.sheppard@justice.gc.ca
- TO : MCLENNAN ROSS LLP Attorneys for C. & T.  
Suite 1600 Reinforcing Steel Co. (Alberta)  
300 – 5<sup>th</sup> Avenue S.W. Ltd.  
Calgary AB T2P 3C4
- TO : STEINBERG INGIMUNDSON Attorneys for Giusti Group  
2 Tuscany Ravine Terrace N.W. Limited Partnership  
Calgary AB T3L 2T1
- TO : MORWEST CRANE & SERVICES LTD.  
5707 – 3<sup>rd</sup> Street S.E.  
Calgary AB T2H 1K1
- TO : CURTIS ENGINEERING ASSOCIATES LTD.  
c/o Bluemoon  
#112, 1500 – 14<sup>th</sup> Street S.W.  
Calgary AB T3C 1C9



TO : SHEA NERLAND CALNAN LLP Attorneys for Peter Ross AB  
Suite 2800 Ltd.  
715 – 5<sup>th</sup> Avenue S.W.  
Calgary AB T2P 2X6

TO : WARREN TETTENSOR AMANTEA LLP Attorneys for Dominion  
1413 – 2<sup>nd</sup> Street S.W. Protection Services Ltd.  
Calgary AB T2R 0W7

TO : FRASER MILNER CASGRAIN LLP Attorneys for Watts Mechanical  
Suite 1500 Services Ltd.  
850 – 2<sup>nd</sup> Street S.W.  
Calgary AB T2P 0R8

TO : KAI CONSTRUCTION CORPORATION  
Suite 715  
999 – 8th Street S.W.  
Calgary AB T2R 1J5

**TAKE NOTICE** that the *Motion for approval of funding charges (Homco 52 and Homco 88)* will be presented for hearing and allowance in the Superior Court, commercial division, in room 16.12 of the Montréal Courthouse, 1 Notre-Dame Street East, Montréal, on November 8, 2012, at 9:15 a.m., or so soon thereafter as counsel may be heard.

**PLEASE ACT ACCORDINGLY.**

MONTRÉAL, November 6, 2012

*Osler, Hoskin & Harcourt LLP*  

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**OSLER, HOSKIN & HARCOURT LLP**  
Attorneys for the Debtors and Mises-en-cause

**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL**

No.: 500-11-041305-117

**SUPERIOR COURT**

(Commercial Division)

(sitting as a court designated pursuant to the  
*Companies' Creditors Arrangement Act*, R.S.C.  
1985, c. C-36, as amended)

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**IN THE MATTER OF THE PLAN OF  
COMPROMISE OR ARRANGEMENT OF:**

**Homburg Invest Inc.  
Homburg Shareco Inc.  
Churchill Estates Development Ltd.  
Inverness Estates Development Ltd.  
CP Development Ltd.  
North Calgary Land Ltd.**

**Debtors / Petitioners**

-and-

**Homco Realty Fund (52) Limited Partnership  
Homco Realty Fund (88) Limited Partnership  
Homco Realty Fund (89) Limited Partnership  
Homco Realty Fund (92) Limited Partnership  
Homco Realty Fund (94) Limited Partnership  
Homco Realty Fund (96) Limited Partnership  
Homco Realty Fund (105) Limited Partnership  
Homco Realty Fund (121) Limited Partnership  
Homco Realty Fund (122) Limited Partnership  
Homco Realty Fund (142) Limited Partnership  
Homco Realty Fund (199) Limited Partnership**

**Mises-en-cause**

-and-

**Samson Bélair/Deloitte & Touche Inc.**

**Monitor**

**LIST OF EXHIBIT**

P-1 Supplemental Indentures dated as of November 5, 2012 (*en liasse*)

MONTREAL, November 6, 2012

*Osler, Hoskin & Harcourt LLP*

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**OSLER, HOSKIN & HARCOURT LLP**

Attorneys for the Debtors and Mises-en-cause

No.: 500-11-041305-117

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**SUPERIOR COURT**  
(Commercial Division)

DISTRICT OF MONTRÉAL

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**IN THE MATTER OF THE PLAN OF  
COMPROMISE OR ARRANGEMENT OF :**

**HOMBURG INVEST INC. ET AL.**

Debtors/Petitioners

-and-

**HOMCO REALTY FUND (S2) LIMITED  
PARTNERSHIP ET AL.**

Mises-en-cause

-and-

**SAMSON BÉLAIR/DELOITTE & TOUCHE INC.**

Monitor

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**MOTION FOR APPROVAL OF FUNDING  
CHARGES (HOMCO 52 AND HOMCO 88)**

(Sections 11 and 11.52 of the Companies' Creditors

*Arrangement Act*, R.S.C., 1985, c. C-36),

**AFFIDAVIT, NOTICE OF PRESENTATION, LIST  
OF EXHIBIT, EXHIBIT P-1**

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**ORIGINAL**

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Mtre. Sandra Abitan

Mtre. Martin Desrosiers

**Osler, Hoskin & Harcourt LLP**

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