

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

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)

No.: 500-11-041305-117

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

Homco Realty Fund (61) Limited Partnership
Petitioner

-and-

Homburg Invest Inc.
Homburg Shareco Inc.
Churchill Estates Development Ltd.
Inverness Estates Development Ltd.
CP Development Ltd.
North Calgary Land Ltd.
Homburg Management (Canada) Inc.

Debtors

-and-

Homco Realty Fund (52) Limited Partnership
Homco Realty Fund (83) 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 (190) Limited Partnership
Homco Realty Fund (191) Limited Partnership
Homco Realty Fund (199) Limited Partnership
Castello Development Ltd.

Mises-en-cause

-and-

Samson Bélair/Deloitte & Touche Inc.

Monitor

**MOTION TO SANCTION THE RESTATED PLAN OF
COMPROMISE OF HOMCO REALTY FUND (61) LIMITED PARTNERSHIP AND
FOR EXTENSION OF THE STAY PERIOD
(Sections 6, 11, 11.02 and 36 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. DEFINED TERMS

1. Capitalized terms used in this motion and not otherwise defined herein shall have the meanings set out in the Restated Plan of Compromise of Homco Realty Fund (61) Limited Partnership (“**Homco 61 LP**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) dated April 26, 2013 (as amended, restated, supplemented and/or modified from time to time, the “**Homco 61 Plan**”), a copy of which is filed in support of the present motion as **Exhibit P-1**;

II. BACKGROUND

2. Homco 61 LP is a limited partnership governed by the laws of Nova Scotia. Its general partner is HII (61) GP Inc., a wholly-owned subsidiary of Homburg Invest Inc. (“**HII**”). HII is the sole limited partner of Homco 61 LP;
3. HII, through its financing vehicle Homburg Shareco Inc. (“**Shareco**”), issued Series 6 bonds to bondholders (the “**Bond 6 Claim Holders**”) under the Fourth Supplemental Indenture dated July 1, 2005 to the Trust Indenture dated December 15, 2002 between Shareco and Stichting Homburg Mortgage Bond (the “**Trustee**”). HII on-lent the proceeds of such issuance to its special purpose vehicle Homco 61 LP, in order to finance the construction of the Homburg Harris Centre (an office complex located in Calgary, Alberta), which in turn was sold, partially completed, in June 2007, to DEGI Homburg Harris Limited Partnership (“**DEGI**”) with an undertaking of Homco 61 LP to complete the construction;
4. Paragraphs 52 through 86 of the *Re-amended motion for an order for the convening, holding and conduct of the HII/Shareco Creditors’ Meeting and other relief*, in the Court record are incorporated herein by reference. The facts therein demonstrate that there are complex lending, security, and debtor/creditor relationships among HII, Shareco, Homco 61 LP, the Bond 6 Claim Holders and DEGI arising out of or in respect of the construction and sale of the Homburg Harris Centre;

III. THE PROCEEDINGS AND CLAIMS PROCESS

5. As appears more fully from paragraphs 5 to 10 the *Motion to sanction the Third Joint Amended Plan of Compromise and Reorganization of Homburg Invest Inc. and Homburg Shareco Inc. and a vesting order* (the “**HII/Shareco Sanction Motion**”), filed concurrently with the present Motion, which are incorporated herein by reference, on September 9, 2011, HII Group Entities (as defined in the HII/Shareco Sanction Motion) obtained an initial order pursuant to the CCAA (the “**Initial Order**”);

6. The Initial Order, *inter alia*, granted a broad stay of proceedings in respect of the HII Group Entities, appointed Samson Bélair/Deloitte & Touche Inc. as Monitor and authorized the HII Group Entities to file with this Honourable Court and to submit to their creditors one or more plans of compromise or arrangement in accordance with the CCAA;
7. By an order rendered February 6, 2013, in the Court record (the “**February 6 Order**”), Homco 61 LP was added as an Applicant Partnership under the Initial Order, thus becoming an HII Group Entity authorized to submit and file a plan of compromise or arrangement in accordance with the CCAA;
8. Pursuant to the Claims Process Order, in the Court record, and the February 6 Order, Homco 61 LP and the Monitor conducted a claims process. Further information in respect thereto is available at paragraphs 27, 30 and 31 of the HII/Shareco Sanction Motion;

IV. INVESTMENT PROPOSAL PROCESS, AGREEMENT WITH CATALYST AND HII/SHARECO PLAN

9. With a view to maximizing value for stakeholders, the HII Group Entities conducted an Investment Proposal Process (as defined in the HII/Shareco Sanction Motion), the outcome of which was the signature of a Restated Support Agreement by HII, Shareco, Homco 61 LP, The Catalyst Capital Group Inc. (“**Catalyst**”) and Stichting Homburg Bonds (“**SHB**”, as intervenor). The Restated Support Agreement was approved by this Court. Details appear more fully from paragraphs 32 to 36 of the HII/Shareco Sanction Motion, which are incorporated herein by reference;
10. On April 29, 2013 HII and Shareco filed a Second Joint Amended and Restated Plan of Compromise and Reorganization dated as of April 26, 2013 which, following a Plan Modification pursuant to its terms, is now dated as of May 3, 2013 (the “**Second HII/Shareco Plan**”). On June 3, 2013 HII and Shareco filed a Third Joint Amended and Restated Plan of Compromise and Reorganization dated as of June 3, 2013 (the “**HII/Shareco Plan**”);

V. FILING OF THE HOMCO 61 PLAN

11. On April 25, 2013, Homco 61 LP filed a Plan of Compromise with the Court. On April 26, 2013, Homco 61 LP filed a Restated Plan of Compromise;
12. Pursuant to an order of this Honourable Court dated April 29, 2013, in the Court record (the “**Homco 61 Meeting Order**”), the Homco 61 Plan was accepted for filing with this Honourable Court. As with the HII/Shareco Plan, the Homco 61 Plan contains the Catalyst Investment contemplated by the Restated Support Agreement;
13. The Homco 61 Meeting Order also authorized Homco 61 LP to conduct a meeting of Homco 61 Affected Creditors (the “**Homco 61 Creditors’ Meeting**”), on May 30, 2013, in Montréal, Québec, Canada and in Utrecht, the Netherlands, to be held concurrently with the HII/Shareco Creditors’ Meeting (as defined in the HII/Shareco Sanction Motion) for the purpose of considering and, if deemed advisable, approving the Homco 61 Plan;

14. On May 15, 2013, the Monitor sent meeting materials to the Homco 61 Affected Creditors in accordance with the Homco 61 Meeting Order (the “**Meeting Materials**”), which included the following documents:
 - (a) A notice of the Homco 61 Creditors’ Meeting and of the Court hearing on the sanction of the Homco 61 Plan, advising the creditors of the following:
 - (i) the Homco 61 Creditors’ Meeting to be held on May 30, 2013, concurrently with the HII/Shareco Creditors’ Meeting scheduled for 9:00 a.m (Eastern Prevailing Time) at 1000 De La Gauchetière Street West, Suite 2500, Montréal, Québec, Canada and at 3:00 p.m. (Central European Time) at Jaarbeursplein 6, Utrecht, the Netherlands;
 - (ii) the Court hearing on the sanction of the Homco 61 Plan to be held on June 5, 2013, at 9:15 a.m. in at the Montréal Courthouse located at 1 Notre-Dame Street East, Montréal, Québec, Canada;
 - (b) The Homco 61 Plan;
 - (c) An Information Circular pertaining to the Second HII/Shareco Plan and Homco 61 Plan;
 - (d) A form of Proxy;
 - (e) Instructions for completion of the Proxy in prescribed form; and
 - (f) A copy of the Homco 61 Meeting Order;
15. In addition, pursuant to and in accordance with the Homco 61 Meeting Order, on May 15, 2013:
 - (a) The Meeting Materials were published, in English and Dutch (other than the Homco 61 Meeting Order which was published in English only), on the Website; and
 - (b) The Notice of Creditors’ Meeting and Sanction Hearing were published in the Globe and Mail, the Calgary Herald and the Halifax Chronicle Herald (English Version) and De Volkskrant, De Telegraaf, the NRC and Het Financieele Dagblad (all published in the Netherlands) (Dutch Version);

VI. HOMCO 61 PLAN

16. The HII/Shareco Plan and the Homco 61 Plan together provide for the recognition and treatment of certain Claims of HII, Shareco, Homco 61 LP and the holders of Claims against both Homco 61 LP and HII pertaining to the same underlying liability (including Bond 6 Claim Holders) against HII and Shareco, and Homco 61 LP, for voting and distribution purposes as applicable under both Plans;

17. The purpose of the Homco 61 Plan is to effect a compromise, settlement and payment of all Homco 61 Affected Claims as finally determined for voting and distribution purposes pursuant to the Claims Process Order, the HII/Shareco Meeting Order, the Homco 61 Meeting Order and the Homco 61 Plan, in the expectation that all Persons with an economic interest in HII, Shareco and Homco 61 LP will derive a greater benefit from the implementation of the HII/Shareco Plan and the Homco 61 Plan than would result from a bankruptcy of the Businesses of HII, Shareco and Homco 61 LP in their entirety, with such compromise, settlement and payment of Homco 61 Affected Claims to be effected on a coordinated basis with the compromise, settlement and payment of Affected Claims under the HII/Shareco Plan;
18. Homco 61 LP's sole asset is its claim against HII. The Homco 61 Plan is essentially a "flow-through" plan whereby the Homco 61 Affected Creditors will directly receive, on a *pro rata* basis, the distributions to Homco 61 LP under the HII/Shareco Plan;
19. The Homco 61 Plan provides, *inter alia*, for the following (subject to the specific terms of the Homco 61 Plan relating thereto):
 - (a) The compromise, settlement, release and discharge of the Homco 61 Affected Claims of Homco 61 Affected Creditors;
 - (b) The creation of a single class of Homco 61 Affected Creditors, being the Homco 61 Unsecured Creditors' Class, for the purpose of voting on and receiving distributions under the Homco 61 Plan;
 - (c) The utilization by the Monitor of the Cash-Out Pool funded by Catalyst under the HII/Shareco Plan, to be distributed by the Monitor, on behalf of Homco 61 LP, to Homco 61 Affected Creditors who have made the Newco Common Shares Cash-Out Option Election in lieu of the Newco Common Shares they would otherwise have received under the Homco 61 Plan;
 - (d) The utilization by the Monitor of the Cash Pool and the Asset Realization Cash Pool created under the HII/Shareco Plan, to be distributed by the Monitor, on behalf of Homco 61 LP, to Homco 61 Affected Creditors in an amount equal to each Homco 61 Affected Creditor's *pro rata* share of the HII Homco 61 Distribution on account of their Homco 61 Proven Claims;
 - (e) In accordance with section 5.1(b) of the Homco 61 Plan, the payment of the costs of administration of Homco 61 Affected Claims, including the payment of any Employee Priority Claims and Government Priority Claims in accordance with subsections 6(3) and 6(5), respectively, of the CCAA, from the Administrative Reserve under the HII/Shareco Plan on or after the Homco 61 Plan Implementation Date, which costs of administration will be deducted from the HII Homco 61 Distribution;
 - (f) The releases provided in section 7 of the Homco 61 Plan in favour of the Homco 61 Plan Released Parties; and

- (g) The steps and transactions to occur upon implementation of the Homco 61 Plan as described in sections 6.2 and 6.3 of the Homco 61 Plan;
20. Under section 8.3 of the Homco 61 Plan, the implementation of the Homco 61 Plan is subject to certain conditions precedent including, *inter alia*, the issuance by the Court of a sanction order providing for the orders provided in section 8.2 of the Homco 61 Plan, including *inter alia* the following:
- (a) A declaration that:
 - (i) The Homco 61 Plan has been approved by the Required Majority of Homco 61 Affected Creditors with Homco 61 Proven Claims in conformity with the CCAA;
 - (ii) Homco 61 LP has complied with the provisions of the CCAA and the Orders of the Court made in these proceedings in all respects;
 - (iii) The Court is satisfied that Homco 61 LP has not done or purported to do anything that is not authorized by the CCAA; and
 - (iv) The Homco 61 Plan and the Homco 61 Plan Transactions contemplated thereby are fair and reasonable;
 - (b) A declaration and order declaring that, as of the Homco 61 Effective Time, the Homco 61 Plan and all associated steps, compromises, transactions, arrangements, releases and reorganizations effected thereby are approved, binding and effective on Homco 61 LP, Homco 61 GP, all Homco 61 Affected Creditors, the Homco 61 Plan Released Parties and all other Persons or Parties affected by the Homco 61 Plan as of the Homco 61 Effective Time on the Homco 61 Plan Implementation Date;
 - (c) An order authorizing the Monitor to perform its duties and fulfil its functions under the Homco 61 Plan to facilitate the implementation thereof;
 - (d) A declaration and order compromising, discharging and releasing the Homco 61 Plan Released parties from any and all Homco 61 Affected Claims of any nature in accordance with the Homco 61 Plan, and declaring that the ability of any Person to proceed against the Homco 61 Plan Released Parties in respect of or relating to any Homco 61 Affected Claims shall be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to such Homco 61 Affected Claims be permanently stayed, subject only to the right of Homco 61 Affected Creditors to receive distributions pursuant to the Homco 61 Plan in respect of their Homco 61 Affected Claims;
 - (e) An order authorizing and directing the Monitor to administer and finally determine the Homco 61 Affected Claims of Homco 61 Affected Creditors and to manage the distribution of the HII Homco 61 Distribution directly to such Homco 61 Affected Creditors with Homco 61 Proven Claims in each case under and in accordance with the Claims Process Order, Article 9, Article 10 and Article 11 of

the HII Plan and Article 5 of the Homco 61 Plan as if the Homco 61 Affected Creditors were Affected Creditors of HII;

- (f) A declaration and order that the Monitor is not required to establish any cash pools or related cash or non-cash reserves in connection with the administration of the Homco 61 Affected Claims, the determination of Homco 61 Proven Claims and the management of the distribution of the HII Homco 61 Distribution directly to such Homco 61 Affected Creditors with Homco 61 Proven Claims and an order authorizing the Monitor to utilize the Cash Pool, the Asset Realization Cash Pool, the Cash-Out Pool and the Reserves under the HII/Shareco Plan to administer the Homco 61 Affected Claims and determine the Homco 61 Proven Claims; and
- (g) A declaration and order that the Stay of Proceedings and protections under the Initial Order be extended to, and including, the Homco 61 Final Distribution Date and, in addition to the parties currently protected thereunder, shall extend to the benefit of the Homco 61 Plan Released Parties.

- 21. The Implementation of the Homco 61 Plan is also conditional upon the implementation of the HII/Shareco Plan;
- 22. Homco 61 refers the Court to Appendix C of the Twenty-Third Report of the Monitor dated May 8, 2013 (the “**Plan Report**”), which provides an overview of the Homco 61 Plan;

VII. MONITOR’S REPORTS

- 23. The HII Group Entities refer to the Plan Report, whose purpose is to, *inter alia*:
 - (a) Report on:
 - (i) General background;
 - (ii) Summary of the restructuring initiatives undertaken by the HII Group Entities since the commencement of the CCAA Proceedings;
 - (iii) The claims process and creditors’ meetings;
 - (iv) Overview of the Plans and of relevant information pertaining to Newco;
 - (v) Estimated liquidation analysis; and
 - (vi) Timing of distributions under the Plans; and
 - (b) Provide the Monitor’s recommendation with respect to the Plans and comments with respect to the Newco Common Shares Cash-Out Option;
- 24. The HII Group Entities also understand that the Monitor will file an additional report with this Honourable Court, bearing on, *inter alia*, the Homco 61 Creditors’ Meeting,

results of the vote conducted thereat and the recommendation of the Monitor on the sanction of the Homco 61 Plan;

VIII. HOMCO 61 CREDITORS' MEETING

25. The Homco 61 Creditors' Meeting to consider and approve the Homco 61 Plan was convened and held on May 30, 2013, concurrently with the HII/Shareco Creditors' Meeting which began at 9:00 a.m (Eastern Prevailing Time) at 1000 De La Gauchetière Street West, Suite 2500, Montréal, Québec, Canada and at 3:00 p.m. (Central European Time) at Jaarbeursplein 6, Utrecht, the Netherlands, by videoconference;
26. The Monitor chaired the Homco 61 Creditors' Meeting. Representatives of the HII Group Entities and of the Monitor, as well as Canadian and Dutch counsel of the HII Group Entities and of the Monitor, were part of the panels in Utrecht and in Montreal and representatives of SHB and of Catalyst were also present to answer questions put forth by the Homco 61 Affected Creditors present thereat;
27. A large number of Homco 61 Affected Creditors were present at the Homco 61 Creditors' Meeting either in person or by proxy. A quorum was thus attained and the Homco 61 Creditors' Meeting was duly constituted;
28. The Monitor provided the creditors with a brief summary of the salient terms of the Homco 61 Plan and the estimated recoveries thereunder;
29. The Required Majority of Homco 61 Affected Creditors voted in favour of the Homco 61 Plan. The Twenty-Fourth Report will contain a summary of the results of the vote. It will also include data on Homco 61 Affected Creditors who made a Newco Common Shares Cash-Out Option Election and were thereby deemed to vote in favour of the Homco 61 Plan pursuant to and in accordance with the Homco 61 Meeting Order;

IX. SANCTION OF THE HOMCO 61 PLAN

30. The HII Group Entities have complied with all statutory requirements and orders of the Court in the CCAA Proceedings;
31. No unauthorized steps were taken or were purported to have been taken under the CCAA by the HII Group Entities in the course of the CCAA Proceedings;
32. The HII Group Entities have acted and continue to act in good faith and to the benefit of all parties affected by the Plan and the CCAA Proceedings;
33. The Homco 61 Plan is fair and reasonable and is beneficial to the Homco 61 Affected Creditors, as it allows for:
 - (a) *A pro rata* distribution to the Homco 61 Affected Creditors of the distributions of the Cash Pool and the Asset Realization Cash Pool (net of the Cash Reserves) under the HII/Shareco Plan in relation to the Homco 61 Net Intercompany Claim;

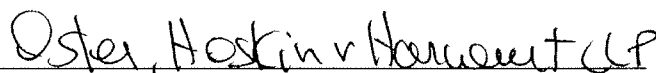
- (b) A *pro rata* distribution to the Homco 61 Affected Creditors (except Electing Creditors) of the Newco Common Shares issued under the HII/Shareco Plan in relation to the Homco 61 Net Intercompany Claim, allowing such Homco 61 Affected Creditors to share in the potential upside relating to the restructured Business going forward; and
 - (c) An option for all Homco 61 Affected Creditors to elect the Newco Common Shares Cash-Out Option in lieu of the Newco Common Shares they would otherwise have received under the Homco 61 Plan;
34. In light of the above and considering that the Homco 61 Resolution to approve the Homco 61 Plan was approved by the Required Majority of Homco 61 Affected Creditors, the HII Group Entities respectfully request that this Honourable Court sanction the Homco 61 Plan in accordance with the conclusions hereof;
35. Finally, the HII Group Entities respectfully request that this Honourable Court extend the Stay of Proceedings to and including July 14, 2013 and extend the protections relating thereto under the Initial Order to the benefit of the Released Parties;

WHEREFORE, MAY IT PLEASE THIS HONOURABLE COURT TO:

- 1. **GRANT** the present *Motion to sanction the Restated Plan of Compromise of Homco Realty Fund (61) Limited Partnership* (the “**Motion**”);
- 2. **DECLARE** that the service of the Motion constitutes good and sufficient service on all persons and further **DECLARE** that the Petitioners are relieved of any other requirements for service of the Motion;
- 3. **ISSUE** orders substantially in the form of the draft Sanction Order (Homco 61 LP) filed as Exhibit P-2 in support of the Motion;

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

MONTREAL, June 3, 2013

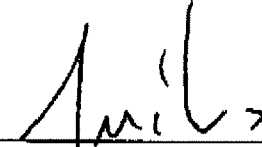

OSLER, HOSKIN & HARCOURT LLP
Attorneys for the Petitioner, Debtors and Mises-en-cause

AFFIDAVIT

I the undersigned, **James F. Miles**, domiciled and residing at 29 Coventry Lane, Dartmouth, Nova Scotia, B2V 2K2, solemnly declare the following:

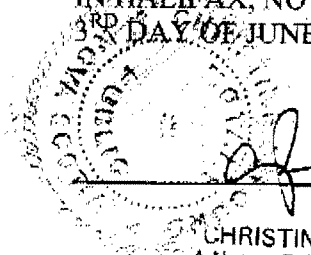

1. I am the Vice-President and Chief Financial Officer of Homburg Invest Inc. and duly authorized representative of the Petitioner for the purpose hereof;
2. I have taken cognizance of the attached *Motion to sanction the Restated Plan of Compromise of Homco Realty Fund (61) Limited Partnership*;
3. All of the facts alleged in the said motion are true.

AND I HAVE SIGNED:



James F. Miles

SOLEMNLY DECLARED BEFORE ME
IN HALIFAX, NOVA SCOTIA ON THE
3RD DAY OF JUNE 2013.

CHRISTINE C. POUND
A Notary Public in and for the
Province of Nova Scotia

ATTESTATION OF AUTHENTICITY
(Article 82.1 of the *Code of Civil Procedure*, R.S.Q. c. C-25)

I, the undersigned, Julien Morissette, attorney, exercising my profession at Osler, Hoskin & Harcourt LLP, situated at 1000 De La Gauchetière Street West, Suite 2100, in the city and district of Montréal, Province of Québec, solemnly declare the following:

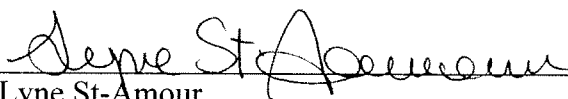
1. I am one of the attorneys of the Petitioner to the present *Motion to sanction the Restated Plan of Compromise of Homco Realty Fund (61) Limited Partnership* in Court file number 500-11-041305-117;
2. On June 3, 2013 at 8:33 a.m. (Montréal time), Osler, Hoskin & Harcourt LLP received by fax the Affidavit of James F. Miles, a duly authorized representative of the Petitioners, dated the same day;
3. The copy of the Affidavit attached hereto is a true copy of the Affidavit of James F. Miles received by fax from Christine C. Pound from the city of Halifax, Province of Nova Scotia, from fax number 902-420-1417;
4. All of the facts alleged herein are true.

AND I HAVE SIGNED:



Julien Morissette

SOLEMNLY DECLARED BEFORE ME
IN MONTRÉAL, QUÉBEC
ON THE 3RD DAY OF JUNE 2013.



Lyne St-Amour
COMMISSIONER FOR OATHS
FOR THE PROVINCE OF QUÉBEC



NOTICE OF PRESENTATION

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a trustees of Canmarc REIT
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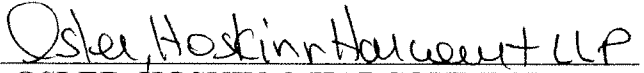
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TAKE NOTICE that the *Motion to sanction the Restated Plan of Compromise of Homco Realty Fund (61) Limited Partnership* will be presented for hearing and allowance in the Superior Court, commercial division, at the Montréal Courthouse, 1 Notre-Dame Street East, Montréal, on June 5, 2013, at 9:15 a.m., or so soon thereafter as counsel may be heard, and in a room to be announced.

PLEASE ACT ACCORDINGLY.

MONTREAL, June 3, 2013


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

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

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)

No.: 500-11-041305-117

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

Homco Realty Fund (61) Limited Partnership
Petitioner

-and-

Homburg Invest Inc.
Homburg Shareco Inc.
Churchill Estates Development Ltd.
Inverness Estates Development Ltd.
CP Development Ltd.
North Calgary Land Ltd.
Homburg Management (Canada) Inc.

Debtors

-and-

Homco Realty Fund (52) Limited Partnership
Homco Realty Fund (83) 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 (190) Limited Partnership
Homco Realty Fund (191) Limited Partnership
Homco Realty Fund (199) Limited Partnership
Castello Development Ltd.

Mises-en-cause

-and-

Samson Bélair/Deloitte & Touche Inc.

Monitor

LIST OF EXHIBITS

Exhibit P-1: Restated Plan of Compromise of Homco Realty Fund (61) Limited Partnership

Exhibit P-2: Draft Sanction Order (Homco 61 LP)

MONTRÉAL, June 3, 2013

Osler, Hoskin & Harcourt LLP

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

No: 500-11-041305-117

SUPERIOR COURT
(Commercial Division)

DISTRICT OF MONTRÉAL

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

**HOMCO REALTY FUND (61) LIMITED
PARTNERSHIP**

Petitioners

-and-

HOMBURG INVEST INC. ET AL.

Debtor

-and-

**HOMCO REALTY FUND (52) LIMITED
PARTNERSHIP ET AL.**

Mises-en-cause

-and-

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.

Monitor

**MOTION TO SANCTION THE RESTATED PLAN OF
COMPROMISE OF HOMCO REALTY FUND (61)
LIMITED PARTNERSHIP AND FOR EXTENSION OF
THE STAY PERIOD (Sections 6, 11, 11.02 and 36 of the
Companies' Creditors Arrangement Act, R.S.C., 1985, c. C-36),
AFFIDAVIT, ATTESTATION OF AUTHENTICITY,
NOTICE OF PRESENTATION, LIST OF EXHIBITS,
EXHIBITS P-1 AND P-2**

ORIGINAL

Mtre. Martin Desrosiers

Mtre. Sandra Abitan

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