

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:**

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 / Petitioners

-and-

Homco Realty Fund (52) Limited Partnership
Homco Realty Fund (61) 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

**THIRD JOINT AMENDED AND RESTATED PLAN OF COMPROMISE
AND REORGANIZATION (HII/SHARECO)**
(Section 11 of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 and Section
192 of the *Alberta Business Corporations Act*, R.S.A. 2000, c. B-9)

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**THIRD JOINT AMENDED AND RESTATED PLAN OF COMPROMISE
AND REORGANIZATION (HII/SHARECO)**

WHEREAS:

- A. Homburg Invest Inc, Homburg Shareco Inc., Churchill Estates Development Ltd., Inverness Estates Development Ltd., CP Development Ltd., North Calgary Land Ltd. and Homburg Management (Canada) Inc. (collectively, the “**Petitioners**”) are insolvent;
- B. The Petitioners filed and obtained protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”);
- C. The Petitioners, excluding North Calgary Land Ltd. and Homburg Management (Canada) Inc., obtained an Order of the Superior Court of Quebec (Commercial Division) (the “**Court**”) under the CCAA on September 9, 2011, as amended pursuant to further orders of the Court (and as same may be further amended, restated or varied from time to time, the “**Initial Order**”);
- D. The Initial Order originally declared that, although not a Petitioner, each of *mis-en-cause* 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 (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 shall enjoy the protections and authorizations provided by the Initial Order (such partnerships collectively referred to in the Initial Order as the “**Applicant Partnerships**”);
- E. By Order dated May 31, 2012, the Initial Order was amended to add North Calgary Land Ltd. as a Petitioner and *mis-en-cause* Homco Realty Fund (96) Limited Partnership as an Applicant Partnership thereunder (hereinafter included as an “**Applicant Partnership**”);
- F. By Order of the Court made on December 14, 2012, *mis-en-cause* Homco Realty Fund (190) Limited Partnership and Homco Realty Fund (191) Limited Partnership were each added as additional Applicant Partnerships (hereinafter included as “**Applicant Partnerships**”);
- G. Pursuant to the Initial Order the Petitioners and the Applicant Partnerships have the authority to file with the Court and to submit to their creditors one or more plans of compromise or arrangement under the CCAA, which plan will provide, among other things, certain recoveries to stakeholders;
- H. On February 6, 2013, Homburg Invest Inc. and Homburg Shareco Inc. filed a joint Plan of Compromise and Reorganization under and pursuant to the CCAA and the Alberta *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended (the “**ABCA**”) dated February 5, 2013 with the Court (the “**Original Plan**”);
- I. By Order of the Court made February 6, 2013, the Initial Order was amended to add *mis-en-cause* Homco Realty Fund (61) Limited Partnership as an additional Applicant

Partnership (hereinafter “**Homco 61 LP**” and included as an “**Applicant Partnership**”) and Castello Development Ltd. as a *mis-en-cause*;

- J. By Order of the Court made on March 1, 2013, and amended by further Order of the Court made on March 14, 2013, an investment proposal process was approved providing for the terms and conditions governing the delivery of investment proposals to HII and the Monitor (the “**Investment Proposal Process**”);
- K. By Order of the Court made on March 14, 2013, the Initial Order was further amended to add Homburg Management (Canada) Inc. as an additional Petitioner;
- L. Under the Investment Proposal Process, The Catalyst Capital Group Inc., on behalf of funds managed by it (“**Catalyst**”) submitted the Catalyst Final Offer (as herein defined) which was selected by HII as the “Selected Superior Offer” under the Investment Proposal Process and Catalyst was selected as the “Qualified Investor” under the Investment Proposal Process;
- M. As required under and in accordance with the Investment Proposal Process, HII, Shareco, Homco 61 LP and Catalyst entered into a support agreement dated April 15, 2013 (the “**Original Catalyst Support Agreement**”). The Original Catalyst Support Agreement was terminated by HII, Shareco and Homco 61 LP by written notice delivered to Catalyst on April 24, 2013;
- N. HII and Shareco accordingly filed an amended and restated Plan on April 25, 2013, amending and restating the Original Plan (the “**Amended and Restated Plan**”). Homco 61 LP has proposed its own plan of compromise to its creditors dated April 25, 2013 under and pursuant to the CCAA (the “**Homco 61 Original Plan**”), which plan was also filed with the Court on April 25, 2013 and forms an integrated and cohesive plan with the Amended and Restated Plan. Concurrently with the filing of the Amended and Restated Plan and the Homco 61 Original Plan, HII, Shareco and Homco 61 LP served motions for the convening and conduct of the HII/Shareco Creditors’ Meeting and the Homco 61 Creditors’ Meeting;
- O. By Order of the Court made on April 26, 2013 *mis en cause* Homco Realty Fund (83) Limited Partnership was added as an additional Applicant Partnership (and hereinafter included as an “**Applicant Partnership**”);
- P. HII, Shareco and Homco 61 LP have entered into a restated support agreement with Catalyst dated April 26, 2013 (the “**Restated Catalyst Support Agreement**”) governing the investment to be made by Catalyst as part of the restructuring of HII, Shareco and certain of the HII Group Entities together with the filing of further revised Plans by each of HII/Shareco and Homco 61 LP to reflect such investment (the “**Catalyst Investment**”);
- Q. Accordingly, HII and Shareco desire to amend and restate the Amended and Restated Plan, among other things, to give effect to the Restated Catalyst Support Agreement and to reflect the terms of a restated Original Homco 61 Plan. HII and Shareco filed and presented the Second Joint Amended and Restated Plan of Compromise and Reorganization as of May 3, 2013 (“**Second Plan**”);

- R. HII and Shareco now hereby propose and present this Third Joint Amended and Restated Plan of Compromise and Reorganization under and pursuant to the CCAA and the ABCA, reflecting certain corrective amendments and clarifications to the Second Plan.

ARTICLE 1 INTERPRETATION

1.1 Definitions

In the Plan, unless otherwise stated or unless the subject matter or context otherwise requires:

“**ABCA**” means the *Alberta Business Corporations Act*, R.S.A. 2000, c. B-9, as amended;

“**Administration Charge**” means the charge created by paragraph 42 of the Initial Order in favour of the Monitor (including in its capacity as a Trustee in Bankruptcy), the Monitor’s legal counsel, the Petitioners’ legal counsel and other advisors over the Charged Property, and having the priority provided in paragraphs 43 and 44 of the Initial Order, and as confirmed, amended and continued for the benefit of the Monitor and its legal counsel and other advisors pursuant to the HII/Shareco Sanction and Vesting Order;

“**Administrative Reserve**” means a Cash reserve approved by the Court pursuant to the HII/Shareco Sanction and Vesting Order, in an amount to be agreed by the Monitor and HII prior to the Plan Implementation Date, to be deposited by the Monitor into the Administrative Reserve Account for the purpose of paying the Administrative Reserve Costs, which Administrative Reserve shall be subject to the Reserve Adjustment;

“**Administrative Reserve Account**” means a segregated trust account established by the Monitor to hold the Administrative Reserve;

“**Administrative Reserve Costs**” means amounts outstanding on the Plan Implementation Date (or to the extent provided below, arising thereafter), including in respect of Excluded Claims, Employee Priority Claims and the Government Priority Claims, together with (i) Newco’s costs, including legal fees and disbursements, relating to the issuance of the Newco Common Shares; (ii) the Monitor’s fees and disbursements (including of its legal counsel and other advisors) in connection with the performance of its duties under the Plan and in the CCAA Proceedings (both before and after the Plan Implementation Date); (iii) Bankruptcy Trustee Fees; (iv) the Bond 5 Secured Claim Cash Payment; (v) Post-Filing Trade Payables; (vi) the HSBC Secured Claim; (vii) the reasonable fees and disbursements of the members of the Liquidation Advisory Committee, in an amount to be agreed upon by such members and the Monitor; (viii) the reasonable winding-up costs and expenses of Stichting Homburg Bonds, such amounts not to exceed Cdn\$35,000; (ix) the Cash Management Lender Claim; (x) payments to be made to Core Business Creditors in connection with the transfer of Core Business Assets; (xi) the costs of administration of the Homco 61 Plan; (xii) an amount equal to the Catalyst Break Fee (including in circumstances where there is any dispute as to whether such Catalyst Break Fee is payable); (xiii) the reasonable fees and disbursements of the Continuing Directors in an amount to be agreed upon by such Continuing Directors and

the Monitor; and (xiv) any other reasonable amounts in respect of any other determinable contingency as the Monitor may determine in its sole discretion;

“Affected Claim” means any Claim against HII, Shareco, Homco 190 LP, Homco 191 LP and Homco 199 LP and includes any Intercompany Claim only against HII and Shareco (but excluding the Homco 190 Loan, the Homco 191 Loan and the Homco 199 Loan) but excludes the Unaffected Claims and the Equity Claims;

“Affected Creditor” means a Corporate Creditor, Non-Corporate Creditor or Convenience Class Creditor holding an Affected Claim;

“Affected Creditors’ Charge” means the charge against the Cash Pool, the Non-Core Business Assets, the Asset Realization Cash Pool and any surplus remaining in the Cash Reserves after payment of the Administrative Reserve Costs to be created under the HII/Shareco Sanction and Vesting Order in favour of the Affected Creditors as security for any and all obligations of HII and Shareco under the Plan, including for greater certainty the obligations to distribute the Newco Common Shares, the Cash Pool and the Asset Realization Cash Pool and to reimburse the Non-Core Business Asset Notes;

“Affected Creditors’ Entitlement” means the full entitlement of Affected Creditors (other than Convenience Class Creditors) under the Plan, including without limitation the entitlement of such Affected Creditors to receive Newco Common Shares and/or distributions of Cash from the Cash Pool and the Asset Realization Cash Pool;

“AFM” means the Netherlands Authority for the Financial Markets (Autoriteit Financiële Markten);

“Aggregate Newco Common Shares Final Cash-Out Amount” means an amount equal to the number of Newco Common Shares to which Electing Creditors are entitled in respect of all Affected Claims that have become Proven Claims in whole or in part within twelve (12) months following the Plan Implementation Date, multiplied by the Newco Common Shares Cash-Out Price;

“Amalgamating Canco” means Castello, an Alberta corporation, Holland Garden, an Alberta corporation, Homburg Invest USA, a Nova Scotia company to be continued as an Alberta corporation, and Swiss Bondco, a Nova Scotia company to be continued as an Alberta corporation, with such additions to the foregoing group as HII may determine up to the Plan Implementation Date from time to time in consultation with the Monitor, each of which is not an Insolvent Person;

“Amalgamating Canco Creditor” means any Person having an Amalgamating Canco Creditor Claim, which shall be an Unaffected Creditor;

“Amalgamating Canco Creditor Claim” means any Claim against an Amalgamating Canco, which shall be an Unaffected Claim;

“Amended and Restated Plan” has the meaning ascribed thereto in the Recitals;

“Applicable Law” means, in respect of any Person, property, transaction, event or other matter, any law, statute, regulation, code, ordinance, principle of common law or equity, municipal by-law, treaty or Order, domestic or foreign, applicable to that Person, property, transaction, event or other matter and all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, and policies, in each case, having the force of law, of any Governmental Authority having or purporting to have authority over that Person, property, transaction, event or other matter and regarded by such Governmental Authority as requiring compliance;

“Applicant Partnerships” means Homco 52 LP, Homco 61 LP, Homco 83 LP, Homco 88 LP, Homco 89 LP, Homco 92 LP, Homco 94 LP, Homco 96 LP, Homco 105 LP, Homco 121 LP, Homco 122 LP, Homco 142 LP, Homco 190 LP, Homco 191 LP, and Homco 199 LP;

“Articles of Reorganization” means the Articles of Reorganization to be filed by HII pursuant to Section 192 of the ABCA substantially in the form set out in Schedule “A” to the Plan;

“Asset Realization Cash Pool” means the pool of Cash created by the Monitor from Non-Core Business Asset Net Proceeds, which pool of Cash net of the Disputed Claims (Asset Realization) Reserve, shall be contributed by the Monitor to the Cash Pool Account;

“Asset Realization Costs” means, collectively, Liquidation Costs and the Non-Core Business Entity Creditor Claims (excluding Non-Core Bankrupt Business Entity Creditor Claims);

“Assumption Agreement” means the agreement between Newco and HII pursuant to which Newco becomes co-obligor with HII for the amount equal to the Newco Assumed Portion of Proven Claims and the Newco Assumed Portion of Disputed Claims, which amount shall be deemed to be equal to the Final Adjusted Newco Note Amount (and, for greater certainty, which Newco Assumed Portion of Proven Claims and the Newco Assumed Portion of Disputed Claims will be satisfied in full by the setting off contemplated in Section 12.3), which agreement shall be in form and substance satisfactory to HII, Newco, Stichting Homburg Bonds and Catalyst, each acting reasonably, and the Monitor;

“Bankruptcy Claim” means any proof of claim filed or to be filed in a bankruptcy estate of a Non-Core Business Entity by HII (or, as the case may be, by the Monitor on behalf of HII) in respect of an Intercompany Claim and any distributions or dividends arising therefrom;

“Bankruptcy Trustee Fees” means the fees and disbursements (including legal fees and disbursements) of Deloitte acting as Trustee in Bankruptcy of any Non-Core Business Entity incorporated or formed under Canadian federal or provincial law;

“BIA” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;

“Bond 4 Claim Holders” means collectively the holders of Series 4 bonds issued under the Bond 4 Indenture and **“Bond 4 Claim Holder”** means any one of them;

“Bond 4 Indenture” means the Second Supplemental Indenture dated as of November 30, 2004 between Shareco and Stichting Homburg Mortgage Bonds as supplemented or amended by, *inter alia*, the Special Supplemental Indenture to the Second Supplement Indenture dated as of August 2005 between Shareco and Stichting Homburg Bonds and the Special Supplemental Indenture between Shareco and Stichting Homburg Bonds dated November 5, 2012;

“Bond 5 Claim” means, collectively, the Bond 5 Secured Claim and the Bond 5 Unsecured Claim;

“Bond 5 Claim Holders” means, collectively, the holders of Series 5 bonds issued under the Bond 5 Indenture and **“Bond 5 Claim Holder”** means any one of them;

“Bond 5 Indenture” means the Third Supplemental Indenture to the Trust Indenture dated as of December 31, 2004, between Shareco and Stichting Homburg Bonds, as supplemented or amended by, *inter alia*, the Special Supplemental Indenture to the Third Supplement dated as of August, 2005, between Shareco and Stichting Homburg Bonds, and the Special Supplemental Indenture between Shareco and Stichting Homburg Bonds dated November 5, 2012;

“Bond 5 Secured Claim” means the secured portion of the Claim of the Bond 5 Claim Holders as provided under the Bond 5 Secured Claim Settlement Agreement, which shall be an Unaffected Claim;

“Bond 5 Secured Claim Cash Payment” means the sum of EUR2,250,000 to be distributed from the Administrative Reserve on a *pro rata* basis to each Bond 5 Claim Holder by the Monitor pursuant to the Bond 5 Secured Claim Settlement Agreement;

“Bond 5 Secured Claim Settlement Agreement” means the terms of settlement among Shareco and Stichting Homburg Bonds, as more particularly set out in the Special Supplemental Indenture forming part of the Bond 5 Indenture made on November 5, 2012, pursuant to which, on Plan Implementation Date, the Bond 5 Claim Holders shall receive as consideration for releasing the Bond 5 Secured Claim, the following: (i) the Bond 5 Secured Claim Cash Payment and (ii) the Newco Bond 5 Guarantee;

“Bond 5 Unsecured Claim” means the aggregate Proven Claim of the Bond 5 Claim Holders net of the Bond 5 Secured Claim Cash Payment;

“Bond 6 Claim Holders” means collectively, the holders of Series 6 bonds issued under the Bond 6 Indenture, and **“Bond 6 Claim Holder”** means any one of them;

“Bond 6 HII Claim” means the amount of the Bond 6 Loan plus interest and costs to the HII Filing Date;

“Bond 6 HII Deficiency Claim” means the aggregate Proven Claim for distribution purposes of the Bond 6 Claim Holders against HII under the Plan which shall be deemed

to be an amount equal to the Bond 6 HII Claim net of the Bond 6 Homco 61 Recovered Amount;

“**Bond 6 Homco 61 Claim**” means the aggregate Proven Claim of the Bond 6 Claim Holders against Homco 61 LP arising under the Homco 61 Guarantee for voting and distribution purposes under the Homco 61 Plan, which shall be deemed to be in the amount of Cdn\$47,146,111 (being principal plus interest accrued as at the Homco 61 Filing Date);

“**Bond 6 Homco 61 Recovered Amount**” means the aggregate of all Bond 6 Claim Holders’ *pro rata* shares of the HII Homco 61 Distribution recovered by such Bond 6 Claim Holders under the Homco 61 Plan on account of the Bond 6 Homco 61 Claim;

“**Bond 6 Indenture**” means the Fourth Supplemental Indenture dated July 1, 2005 to the Trust Indenture dated December 15, 2002, between Shareco and Stichting Homburg Bonds, as amended by the Special Supplemental Indenture to the Fourth Supplemental dated August, 2005, between Shareco and Stichting Homburg Bonds, and the Second Special Supplemental Indenture to the Fourth Supplemental dated November 30, 2007, between Shareco and Stichting Homburg Bonds;

“**Bond 6 Loan**” means the bonds issued by Shareco under the Bond 6 Indenture in the aggregate principal amount of EUR31,230,000 together with interest at the rate of 7.5% per annum;

“**Bond 7 Claim Holders**” means collectively the holders of Series 7 bonds issued under the Bond 7 Indenture and “**Bond 7 Claim Holder**” means any one of them;

“**Bond 7 Indenture**” means the Fifth Supplemental Indenture dated July 1, 2005 between Shareco and Stichting Homburg Mortgage Bonds, as supplemented or amended by inter alia the Special Supplemental Indenture to the Fifth Supplement dated as of August, 2005, between Shareco and Stichting Homburg Bonds and the Special Supplemental Indenture between Shareco and Stichting Homburg Bonds dated November 5, 2012;

“**Business**” means the direct and indirect operations and activities of HII carried on in Canada, the United States and Europe;

“**Business Day**” means a day on which banks are open for business in the City of Montreal, Province of Quebec, but does not include a Saturday, Sunday or a statutory holiday in the Province of Quebec;

“**BV**” means a Homburg Group Member that is a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands;

“**BV Preferred Shareholder**” means any body corporate or limited partnership holding preferred shares of a BV;

“Cancelled Newco Common Shares” has the meaning given to such term in Section 6.1;

“Canco” means a Subsidiary of HII incorporated under Canadian federal or provincial law;

“Capital Securities Claim” means any Claim of a debenture holder or Stichting Homburg Capital Securities arising under or in connection with the debentures issued under the Capital Securities Trust Indenture;

“Capital Securities Trust Indenture” means the subordinated Trust Indenture dated as of February 29, 2009 between HII and Stichting Homburg Capital Securities as trustee;

“Cash” means cash, certificates of deposits, bank deposits, commercial paper, treasury bills and other cash equivalents;

“Cash Elected Amount” means, in respect of an Affected Creditor for which a valid Convenience Class Claim Election has been made or deemed to have been made pursuant to and in accordance with the Plan, the Canadian dollar amount that is equal to 35 per cent of such Affected Creditor’s Convenience Class Claim that is a Proven Claim;

“Cash Management Lender Claim” means any Claim of HSBC arising under or pursuant to any agreement or other arrangements relating to the provision of cash management services to any of the HII Group Members (including ordinary course spot foreign exchange transactions), but for greater certainty shall exclude the HSBC Secured Claim;

“Cash-Out Election Form” means the portion of the Proxy pursuant to which an Affected Creditor can elect the Newco Common Shares Cash-Out Option under and in accordance with the Plan;

“Cash-Out Pool” means the Catalyst Funds delivered by Catalyst to the Monitor on the fifth (5th) Business Day prior to the Plan Implementation Date pursuant to the Restated Catalyst Support Agreement together with the Catalyst Deposit held by the Monitor, net of the Disputed Claims (Cash-Out) Reserve, such funds to be held by the Monitor in the Cash-Out Pool Account and to be distributed by the Monitor in accordance with the Restated Catalyst Support Agreement, the Plan and the HII/Shareco Sanction and Vesting Order;

“Cash-Out Pool Account” means a segregated interest-bearing trust account established by the Monitor to hold the Cash-Out Pool;

“Cash Pool” means the amount of Cash delivered by HII and Shareco to the Monitor on the Plan Implementation Date, net of the Cash Reserves, to be held in the Cash Pool Account and distributed by the Monitor in accordance with the Plan and the HII/Shareco Sanction and Vesting Order;

“Cash Pool Account” means a segregated interest-bearing trust account established by the Monitor to hold the Cash Pool and the Asset Realization Cash Pool;

“Cash Reserves” means the Administrative Reserve, the Disputed Claims (Cash) Reserve, the Litigation Reserve, and the Disputed Claims (Asset Realization) Reserve, but does not include the Disputed Claims (Cash-Out) Reserve;

“Castello” means Castello Development Ltd., a corporation incorporated under the ABCA;

“Catalyst” has the meaning ascribed thereto in the Recitals;

“Catalyst Affected Claims” means any Affected Claims acquired by Catalyst prior to the commencement of the Newco Common Shares Standstill Period as permitted under the provisions of the Catalyst Confidentiality Agreement;

“Catalyst Break Fee” means the break fee payable by the HII Group Entities to Catalyst under the Restated Catalyst Support Agreement upon termination of such agreement following acceptance by HII of a Superior Offer within the meaning of such agreement, in an amount equal to EUR2,137,500;

“Catalyst Conditions Precedent” has the meaning ascribed thereto in Section 4(b) of the Restated Catalyst Support Agreement;

“Catalyst Confidentiality Agreement” means the agreement between HII, Shareco and Catalyst dated February 28, 2013 as further amended March 28, 2013 and April 12, 2013;

“Catalyst Deposit” means a deposit in the amount of EUR 10,000,000 provided by Catalyst to the Monitor pursuant to and in accordance with the Restated Catalyst Support Agreement;

“Catalyst Final Offer” means the final investment proposal submitted by Catalyst by letter dated March 24, 2013 under the Investment Proposal Process and attaching as Schedule “A” thereto a term sheet setting out certain of the terms and conditions of the Catalyst Investment, which offer was selected by HII as the “Selected Superior Offer” as defined in the Investment Proposal Process;

“Catalyst Funds” means the amount of Cash equal to the Catalyst Investment Initial Funding Amount, less the amount of the Catalyst Deposit;

“Catalyst Investment” has the meaning ascribed thereto in the Recitals;

“Catalyst Investment Adjustment Amount” means the amount, if any, that is equal to the Catalyst Investment Initial Funding Amount less the Aggregate Newco Common Shares Final Cash-Out Amount;

“Catalyst Investment Initial Funding Amount” means an amount equal to the aggregate value of all Proven Claims of Electing Creditors plus the aggregate face amount of all Disputed Claims of Electing Creditors, divided by the aggregate value of the Proven Claims of all Affected Creditors (including for greater certainty, Electing Creditors) plus the aggregate face amount of all Disputed Claims of Electing Creditors, calculated on the fifteenth (15th) day immediately prior to the Plan Implementation Date, multiplied by EUR95,000,000;

“Catalyst Representations and Warranties” means those representations and warranties of Catalyst set forth in Section 5(b) of the Restated Catalyst Support Agreement;

“Catalyst Support Agreement” has the meaning ascribed thereto in the Recitals;

“CCAA” means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

“CCAA Charges” means the Administration Charge and the Directors’ Charge;

“CCAA Proceedings” means the proceedings under the CCAA in respect of the HII Group Entities commenced pursuant to the Initial Order;

“Charged Property” means the present and future assets, rights, undertakings and properties of every nature and kind whatsoever and wherever situated, including all proceeds thereof, of the Petitioners;

“Churchill” means Churchill Estates Development Ltd., a corporation incorporated under the ABCA and a Petitioner;

“Claim” means any right or claim of any Person, whether or not asserted, in connection with any Indebtedness, liability or obligation of any kind whatsoever, whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by Guarantee, by surety, by warranty or otherwise, and whether or not such right is executory or anticipatory in nature, including without limitation, any claim arising from or caused by the termination, disclaimer, rescission, assignment or repudiation of any contract, lease or other agreement, whether written or oral, the commission of a tort (intentional or unintentional), any breach of duty (including without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership or title to property, employment, contract, a trust or deemed trust, howsoever created or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any grievance, matter, action, cause or chose in action, whether existing at present or commenced in the future, based in whole or in part on facts which existed on the HII Filing Date (including a Claim which relates to any time period prior to the HII Filing Date), together with any other claims of any kind that, if unsecured, would constitute a debt provable in bankruptcy within the meaning of the BIA, and for greater certainty, a “Claim” shall include any Equity Claim, Intercompany Claim, Restructuring Claim and Subsequent Restructuring Claim, the Corporate Bond Claims, the Capital Securities Claims, the Mortgage Bond Claims, the Taberna Claim, the Shareco Creditor Claims, any Core Business Creditor Claim and any Non-Core Business Entity Creditor Claim;

“Claims Bar Date” has the meaning ascribed to it in the Claims Process Order;

“Claims Process Order” means the Order of the Court made April 30, 2012 approving and implementing the claims process in respect of the HII Group Entities as further amended, restated or varied from time to time;

“Cominar Claim” means the Claim of the Cominar Group against Homco 190 LP, Homco 191 LP, and/or Homco 199 LP, relating to certain funds currently held in trust by Osler, Hoskin & Harcourt LLP, pursuant to a letter dated April 25, 2013 from counsel to the Cominar Group to counsel to the HII Group Entities and the Monitor;

“Cominar Group” means Cominar Real Estate Investment Trust and/or its related entities;

“Conditions Precedent” means the conditions precedent to Plan implementation set out in Section 14.4 of the Plan;

“Continuing Directors” means all of the directors of HII, and following their resignation upon the Effective Time as provided for under the Plan, any replacement director(s);

“Control Transfer” has the meaning ascribed thereto in Section 11.1(c)(i) of the Plan;

“Convenience Class Claim” means one or more Affected Claims of an Affected Creditor that were less than or equal to Cdn\$10,000 in the aggregate as at the Claims Bar Date in respect of which the relevant Affected Creditor has made or been deemed to have made a Convenience Class Claim Election, pursuant to and in accordance with the Plan;

“Convenience Class Claim Declaration” means an election form, substantially in the form attached as Schedule “C” to the HII/Shareco Meeting Order, pursuant to which an Affected Creditor with one or more Affected Claims that were less than or equal to Cdn\$10,000 in the aggregate as at the Claims Bar Date, may (i) make a Convenience Class Claim Election, (ii) make a Newco Common Shares Cash-Out Option Election, or (iii) make an election to be treated as an Affected Creditor (other than a Convenience Class Creditor or an Electing Creditor) under the Plan and thereby be entitled to vote their Voting Claims at the HII/Shareco Creditors’ Meeting in respect of the Plan and to receive the rights and distributions provided for under and pursuant to the Plan;

“Convenience Class Claim Election” means an election or deemed election pursuant to which an Affected Creditor with one or more Affected Claims that were less than or equal to Cdn\$10,000 in the aggregate as at the Claims Bar Date has elected by the Election/Proxy Deadline or been deemed to elect to receive only the Cash Elected Amount and is thereby deemed to vote in favour of the Plan in respect of such Affected Claims and to receive no other entitlements under the Plan;

“Convenience Class Creditor” means a Person having a Convenience Class Claim;

“Core Business Assets” means the (i) the Core Homco Assets, (ii) HII’s limited partnership interest in Homco 86 LP and Homco 87 LP, (iii) property acquired by HII from or on the dissolution of a Core Homco, (iv) the Core GP Assets, (v) the shares of Homburg Baltic held by HII, and (vi) the Homburg Baltic Intercompany Loan;

“Core Business Creditor Claim” means any Core Homco Creditor Claim, Core BV Creditor Claim, Core GmbH Creditor Claim and Homburg Baltic Creditor Claim, which for greater certainty shall not include any Claim of such Creditor against HII or Shareco;

“Core Business Creditors” means collectively the Core Homco Creditors, the Core BV Creditors, the Core GmbH Creditors and the Homburg Baltic Creditors;

“Core Business Entity” means any Core BV, Core Homco GP, Core GmbH and Core Homco;

“Core BV” means Valbonne 2 BV, Coët BV, Homco 86 BV, Homco 87 BV, and Valbonne 5 BV, with such additions of any BV to the foregoing group as HII may determine up to the Plan Implementation Date from time to time in consultation with the Monitor;

“Core BV Creditor” means a Person having a Core BV Creditor Claim, which shall be an Unaffected Creditor;

“Core BV Creditor Claim” means any Claim against a Core BV which shall be an Unaffected Claim;

“Core GP Assets” means each of HII 86 GP’s and HII 87 GP’s interests in its respective Core Homcos;

“Core GmbH” means a GmbH that HII may determine up to the Plan Implementation Date from time to time in consultation with the Monitor is a Core Business Entity;

“Core GmbH Creditor” means a Person having a Core GmbH Creditor Claim, which shall be an Unaffected Creditor;

“Core GmbH Creditor Claim” means any Claim against Core GmbH, which shall be an Unaffected Claim;

“Core Homco” means Homco 69 LP, Homco 70 LP, Homco 86 LP, Homco 87 LP, and Homco 110 LP, with such additions to the foregoing group as HII may determine up to the Plan Implementation Date from time to time in consultation with the Monitor and subject to the consent of Catalyst, acting reasonably;

“Core Homco Assets” means the Property of a Core Homco, including shares of Core BVs and Core GmbHs;

“Core Homco Creditor” means a Person having a Core Homco Creditor Claim, which shall be an Unaffected Creditor;

“Core Homco Creditor Claim” means any Claim against a Core Homco (but for greater certainty excludes the Bond 5 Claim), which shall be an Unaffected Claim;

“Core Homco GP” means the corporate general partner of a Core Homco other than HII 69 GP Inc., HII 70 GP Inc. and HII 110 GP Inc. and for greater certainty excludes Homburg Limited Partnership Management Inc.;

“Core Homco Liabilities” means all secured and unsecured obligations and liabilities of a Core Homco as at the Plan Implementation Date but excluding amounts owing to the Bond 6 Claim Holders;

“Corporate Bond Claim” means any Claim of a debenture holder or Stichting Homburg Bonds arising under or in connection with the debentures issued under the Corporate Bond Trust Indenture;

“Corporate Bond Proven Claim” means a Corporate Bond Claim that is a Proven Claim;

“Corporate Bond Trust Indenture” means collectively, a Trust Indenture dated as of May 31, 2006, between HII and Stichting Homburg Bonds, a Supplemental Indenture dated as of October 31, 2006, between HII and Stichting Homburg Bonds, a Second Supplemental Indenture dated as of December 21, 2006 between HII and Stichting Homburg Bonds, a Third Supplemental Indenture dated as of February 15, 2007 between HII and Stichting Homburg Bonds, and a Fourth Supplemental Indenture dated as of January 15, 2008 between HII and Stichting Homburg Bonds;

“Corporate Creditor” means a Person having a Corporate Creditor Claim, other than a Convenience Class Creditor;

“Corporate Creditor Claim” means the Bond 5 Unsecured Claim, the Bond 6 HII Deficiency Claim, the Corporate Bond Claims, the Mortgage Bond Trust Indenture Unsecured Claim, the Taberna Claim, the Capital Securities Claims, and such other Claim against HII and Shareco that HII and Shareco in consultation with the Monitor shall determine from time to time should be categorized as a Corporate Creditor Claim up to and including the Plan Implementation Date;

“Corporate Creditor Disputed Claim” means the face amount of a Disputed Claim of a Corporate Creditor;

“Corporate Creditor Proven Claim” means a Proven Claim of a Corporate Creditor;

“Corporate Indenture Trustees” means, collectively, Stichting Homburg Capital Securities, Stichting Homburg Bonds and Wells Fargo in their respective capacities as trustees under the Corporate Indentures;

“Corporate Indentures” means, collectively, the Mortgage Bond Trust Indenture, the Corporate Bond Trust Indenture, the Taberna Indentures and the Capital Securities Trust Indenture;

“Court” means the Quebec Superior Court (Commercial Division) or any appellate court seized with jurisdiction in the CCAA Proceedings, as the case may be;

“CP Development” means CP Development Ltd., a corporation incorporated under the ABCA and a Petitioner;

“Creditor” means any Person asserting an Affected Claim or an Unaffected Claim and may, where the context requires, include the assignee of such Claim or a personal representative, agent, mandatary, trustee, interim receiver, receiver, receiver and manager, liquidator or other Person acting on behalf of such Person;

“Creditor Cause of Action” means any and all claims, actions, causes of action, demands, suits, rights, entitlements, litigation, arbitration, proceeding, hearing or complaint, whether known or unknown, reduced to judgment or not reduced to judgment, liquidated or unliquidated, contingent or non-contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, in law, equity or otherwise, based in whole or in part on any act or omission or other event occurring at any time, whether before, on or after the HII Filing Date which may be asserted by or on behalf of the Creditors or any representative thereof (including Stichting Homburg Bonds); provided however that in no event shall a Creditor Cause of Action include a Claim being released by the Plan;

“Deloitte” means Samson Bélair/Deloitte & Touche Inc.;

“Director” means any former, present or future director or officer (or any individual serving in a similar capacity) of a body corporate (or similar entity) and any Person deemed to be a director or officer of a body corporate under section 11.03(3) of the CCAA;

“Directors’ Charge” means the charge granted pursuant to paragraph 26 of the Initial Order in favour of the Directors as such term is therein defined, in the Charged Property to the extent of the aggregate amount of Cdn\$2,000,000 as security for the indemnity provided in paragraph 25 of the Initial Order, having the priority set out in paragraphs 43 and 44 of such Order which shall be amended in accordance with the terms hereof and the HII/Shareco Sanction and Vesting Order;

“Disposition Notice” has the meaning ascribed thereto in Section 11.1(c)(ii) of the Plan;

“Disputed Claim” means that portion of an Affected Claim of an Affected Creditor in respect of which a Proof of Claim has been filed in accordance with the Claims Process Order, and any motion appealing any disallowance thereof has been made within the period required under the Claims Process Order, and which is the subject of negotiation with the Monitor or adjudication before the Court, and that at any particular time, has not been finally determined to be a Proven Claim in whole or in part, or is subject to a revision or disallowance that is contested in accordance with the Claims Process Order, the HII/Shareco Meeting Order, or other Order made in the CCAA Proceedings and as such is not a Proven Claim in whole or in part, and in the case of Disputed Claims of Electing Creditors, the face amount of any Disputed Claim of such Electing Creditor shall be deemed to be no greater than the face amount of such Claim on the date this Plan was filed;

“Disputed Claims (Asset Realization) Reserve” means the Cash reserve to be established by the Monitor from and after the Plan Implementation Date from the Non-Core Business Asset Net Proceeds, in an amount equal to the aggregate of each Pro Rata Share of such Non-Core Business Assets Net Proceeds of any remaining Affected Creditor (other than a Convenience Class Creditor) holding a Disputed Claim, to be held by the Monitor in the Disputed Claims Reserve Account pending resolution of the Disputed Claims for distribution in accordance with the Plan, which Disputed Claims (Asset Realization) Reserve shall be subject to the Reserve Adjustment;

“Disputed Claims (Cash) Reserve” means the Cash reserve to be established on the Plan Implementation Date by the Monitor in an amount equal to the aggregate of each Pro Rata Share of the Cash Pool (prior to making any deduction or reserve in respect of any Disputed Claims) of any remaining Affected Creditor holding a Disputed Claim, and as approved by the Court under the HII/Shareco Sanction and Vesting Order, which Cash reserve shall be held by the Monitor in the Disputed Claims Reserve Account for distribution in accordance with the Plan, which Disputed Claims (Cash) Reserve shall be subject to the Reserve Adjustment;

“Disputed Claims (Cash-Out) Reserve” means the Cash reserve to be established on the Plan Implementation Date by the Monitor from the Catalyst Funds and the Catalyst Deposit in an amount equal to the aggregate face amount of the Disputed Claims of the Electing Creditors, divided by an amount equal to the aggregate of all Proven Claims of Affected Creditors plus the face amount of the aggregate of the Disputed Claims of the Electing Creditors, multiplied by the Catalyst Investment Initial Funding Amount, and as approved by the Court under the HII/Shareco Sanction and Vesting Order, which Disputed Claims (Cash-Out) Reserve shall be held by the Monitor in the Disputed Claims (Cash-Out) Reserve Account for distribution in accordance with the Plan;

“Disputed Claims (Newco Shares) Reserve” means the reserve of Newco Common Shares held by the Monitor established pursuant to Section 6.1 of the Plan on the Plan Implementation Date, consisting of that number of Newco Common Shares in an amount equal to the aggregate of the Pro Rata Share of the Newco Equity Pool of each Affected Creditor (other than a Convenience Class Creditor) holding a Disputed Claim, for distribution or cancellation in accordance with the Plan;

“Disputed Claims Reserve Account” means a segregated interest bearing trust account established by the Monitor to hold the Disputed Claims (Asset Realization) Reserve and the Disputed Claims (Cash) Reserve;

“Disputed Claims (Cash-Out) Reserve Account” means a segregated interest bearing trust account established by the Monitor to hold the Disputed Claims (Cash-Out) Reserve;

“Distribution Date” means the date or dates from time to time set in accordance with the provisions of the Plan at the sole and absolute discretion of the Monitor to effect distributions in respect of the Proven Claims of Affected Creditors, including the Final Distribution Date but excluding the Initial Distribution Date;

“Distribution Materials Record Date” means a date to be determined by HII and the Monitor which date shall be posted on the Website and shall be not less than twenty-one (21) days prior to the Plan Implementation Date;

“DNB” means the Netherlands Central Bank (*De Nederlandsche Bank*);

“DRS Account” means the account of an Affected Creditor (other than a Convenience Class Creditor) or the Monitor or its designate in the name of HII in respect of the Disputed Claims (Newco Shares) Reserve) administered by the Trading Platform or (as the case may be) a bank or broker, who qualifies directly or indirectly as an admitted

institution to the book entry system maintained by or connected to the Trading Platform in which such Affected Creditor is entitled to receive Newco Common Shares pursuant to and in accordance with the Plan in book-entry form;

“DRS Transaction Advice” means a statement delivered by Newco or its agent, as applicable, (the cost of which shall be treated as an Administrative Reserve Cost) on the Initial Distribution Date and each subsequent Distribution Date, as applicable, to or as directed by an Affected Creditor (other than a Convenience Class Creditor), or the Monitor or its designate, as applicable, indicating the number of Newco Common Shares registered or to be registered in the name of such Affected Creditor, or the Monitor or its designate, as applicable, as directed by such Affected Creditor or the Monitor or its designate, as applicable, in book-entry form in a DRS Account;

“Effective Time” means 12:01 a.m. on the Plan Implementation Date (and for greater certainty on 12:01 a.m. on the first day of the Plan Implementation Date in the event such date occurs over more than one day) or such other time on such date as HII and the Monitor shall determine or as otherwise ordered by the Court but in any event such Effective Time shall occur prior to the Homco 61 Effective Time as defined under the Homco 61 Plan;

“Electing Creditor” means an Affected Creditor who has validly elected the Newco Common Shares Cash-Out Option in its Cash-Out Election Form or the Convenience Class Claim Declaration;

“Election/Proxy Deadline” means the deadline for making any of a Convenience Class Claim Election, a Newco Common Shares Cash-Out Option Election, and for submitting Proxies in accordance with the HII/Shareco Meeting Order;

“Election Period” means the period from the date of the mailing of the HII/Shareco Meeting Materials to Affected Creditors to the Election/Proxy Deadline;

“Employee Priority Claim” means of the following Claims of Employees and former or inactive employees of HII and Shareco:

- (a) Claims equal to the amounts that such Employees and former or inactive employees would have been qualified to receive under paragraph 136(1)(d) of the BIA if HII and Shareco had become bankrupt on the HII Filing Date; and
- (b) Claims for wages, salaries, commissions or compensation for services rendered by them after the HII Filing Date and on or before the Plan Implementation Date together with, in the case of travelling salespersons, disbursements properly incurred by them in and about the Business during the same period;

“Employees” means any and all (i) employees of the HII Group Entities who are actively at work (including full-time, part-time or temporary employees), and (ii) employees of the HII Group Entities who are on approved leaves of absence (including maternity leave, parental leave, short-term disability leave, workers’ compensation and other statutory leaves);

“Encumbrance” means any charge, mortgage, lien, pledge, claim, restriction, security interest, security agreement, hypothecation, assignment, deposit arrangement, hypothec, lease, rights of others including without limitation Transfer Restrictions, deed of trust, trust or deemed trust, lien, financing statement, preferential arrangement of any kind or nature whatsoever, including any title retention agreement, or any other arrangement or condition which in substance secures payment or performance of any obligations, action, claim, demand or equity of any nature whatsoever, execution, levy, charge or other financial or monetary claim, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, or other encumbrance, whether created or arising by agreement, statute or otherwise at law, attaching to property, interests or rights and shall be construed in the widest possible terms and principles known under the law applicable to such property, interests or rights and whether or not they constitute specific or floating charges as those terms are understood under Applicable Laws, including, without limiting the generality of the foregoing: (i) the CCAA Charges and (ii) the Plan Charges;

“Equity Claim” shall have the meaning ascribed thereto in Section 2 of the CCAA;

“Excluded Claim” means (i) any Claim secured by the CCAA Charges; (ii) the KERP Claims; (iii) Claims in respect of Administrative Reserve Costs; and (iv) any other Claim ordered by the Court to be treated as an Excluded Claim;

“Expiry Date” has the meaning ascribed thereto in Section 11.1(c)(ii) of the Plan;

“Final Adjusted Newco Note Amount” means the amount equal to the final fair market value of the Core Business Assets other than the Core GP Assets, less the Newco Bond 5 Guarantee Value, finally determined to be owing from Newco to HII under the Newco Note, which Final Adjusted Newco Note Amount shall not be less than €75,000,000 and shall not exceed EUR225,000,000;

“Final Distribution Date” means such date after all of the Non-Core Business Assets have been realized and all of the Disputed Claims finally resolved, that the Monitor shall determine in its sole and absolute discretion or the Court shall otherwise order;

“Final Order” means a final Order of the Court, the implementation, operation or effect of which shall not have been stayed, varied, vacated or subject to pending appeal and as to which Order any appeal periods relating thereto shall have expired;

“Foundation Entities” has the meaning ascribed thereto in Section 13.1;

“Funding Order” means the Order of the Court made January 15, 2012, in the CCAA Proceedings with respect to the Stichting Advances;

“GmbH” means any Homburg Group Member that is a private limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany;

“Governmental Authority” means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government, and any government department, body, ministry, agency, tribunal, commission, board, court, bureau or other

authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government including without limitation any Taxing Authority, the AFM and DNB;

“Government Priority Claims” means all Claims of Governmental Authorities in respect of amounts that are outstanding and that are of a kind that could be subject to a demand on or before the Final Distribution Date under:

- (a) subsections 224(1.2) and 224(1.3) of the ITA;
- (b) any provision of the *Canada Pension Plan* or the *Employment Insurance Act* (Canada) that refers to subsection 224(1.2) of the ITA and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or employee’s premium or employer’s premium as defined in the *Employment Insurance Act* (Canada), or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts; or
- (c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the ITA, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
 - (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the ITA; or
 - (ii) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a “province providing a comprehensive pension plan” as defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a “provincial pension plan” as defined in that subsection;

“Guarantee” of a Person means any Liability of that Person under any guarantee, agreement, endorsement (other than for collection or deposit in the ordinary course of business of that Person), discount with recourse or other obligation to pay, purchase, repurchase or otherwise be or become liable or obligated upon or in respect of any Indebtedness of any other Person to indemnify or hold harmless any Person from or against any losses, liabilities or damages, in circumstances intended to enable the Person to incur or pay any Indebtedness or to comply with any agreement relating thereto or otherwise to assure or protect Creditors against loss in respect of the Indebtedness;

“Hearing” means the Court hearing of HII’s and Shareco’s motion for the HII/Shareco Sanction and Vesting Order;

“HII” means Homburg Invest Inc., a corporation incorporated under the ABCA including any successors by amalgamation;

“HII 86 GP” means HII (86) GP Inc.;

“HII 86 GP Liabilities” means all secured and unsecured obligations and liabilities of HII 86 GP as at the Plan Implementation Date;

“HII 87 GP” means HII (87) GP Inc.;

“HII 87 GP Liabilities” all secured and unsecured obligations and liabilities of HII 87 GP as at the Plan Implementation Date;

“HII Assets” means all Property of HII;

“HII Baltic Subco” means a company incorporated under the NSCA, all of the shares of which are held by HII;

“HII Class A Preferred Shares” means the authorized but not issued Class A preferred shares of HII;

“HII Class A Shares” means the issued and outstanding Class A subordinate voting shares of HII;

“HII Class B Preferred Shares” means the authorized but not issued Class B preferred shares of HII;

“HII Class B Shares” means the issued and outstanding Class B multiple voting shares of HII;

“HII Co-obligation Note” means the demand, adjustable, non-interest bearing promissory note issued by HII to Newco, the principal amount of which shall be deemed to be equal to the Final Adjusted Newco Note Amount, and such HII Co-obligation Note shall be secured by the Newco Co-obligation Charge;

“HII’s Existing Authorized Capital” means, collectively, the HII Class A Preferred Shares, the HII Class A Shares, the HII Class B Preferred Shares, and the HII Class B Shares;

“HII Filing Date” means September 9, 2011;

“HII Group” means the Petitioners, the Applicant Partnerships and Castello Development Ltd.;

“HII Group Entity” means any member of the HII Group;

“HII Homco 61 Distribution” means the aggregate value of all non-Cash and Cash distributions made to Homco 61 LP under the Plan on account of the Homco 61 Net Intercompany Claim (for greater certainty being its Pro Rata Share of Newco Common Shares, the Cash Pool and the Asset Realization Cash Pool);

“HII Loan” means the loan by HII to Homco 61 LP evidenced by the Homco 61 Note, in the amount of Cdn\$65,197,177 as at the HII Filing Date (and as at the Homco 61 Filing Date was Cdn\$71,597,837.15);

“HII New Common Shares” means the new class of common shares of HII to be authorized and issued to Newco pursuant to Section 12.3(j)(ii) of the Plan;

“HII US Subco” means a company incorporated under the NSCA, all the shares of which are held by HII;

“HII/Shareco Creditors’ Meeting” means the meeting or meetings of Affected Creditors to be called and held pursuant to the HII/Shareco Meeting Order for the purpose of considering and voting upon the Plan, and includes any adjournment, postponement or rescheduling of such meeting or meetings;

“HII/Shareco Meeting Materials” has the meaning ascribed thereto in paragraph 12 of the HII/Shareco Meeting Order;

“HII/Shareco Meeting Order” means the Order, substantially in the form set out in Schedule “C” to the Plan, to be made by the Court under the CCAA that, among other things, sets the date for the HII/Shareco Creditors’ Meeting, approves the HII/Shareco Meeting Materials, and contains the Restated Catalyst Support Agreement Approval, as same may be amended, restated or varied from time to time;

“HII/Shareco Sanction and Vesting Order” means the Order to be granted by the Court as contemplated under the Plan which, *inter alia*, approves and sanctions the Plan and the transactions contemplated thereunder, vests title in and to the Core Business Assets (other than the Core GP Assets) in Newco and the Core GP Assets in the Newco Subsidiaries respectively, free and clear of all Encumbrances other than the Core Business Asset Creditor Claims and grants the Plan Charges, which shall be a Final Order;

“HII/Shareco Record Date” has the meaning ascribed thereto in the HII/Shareco Meeting Order;

“HLPM” means Homburg L.P. Management Incorporated, a corporation incorporated under the NSCA;

“HMCI” means Homburg Management (Canada) Inc., a corporation incorporated under the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended, and a Petitioner;

“Holland Garden” means Holland Garden Development Ltd., a corporation incorporated under the ABCA;

“Homburg Baltic” means Homburg Baltic LP Inc., a corporation incorporated under the NSCA;

“Homburg Baltic Creditor” means a Person having a Homburg Baltic Creditor Claim, which shall be an Unaffected Creditor;

“Homburg Baltic Creditor Claim” means any Claim against Homburg Baltic, which shall be an Unaffected Claim;

“Homburg Baltic General Partners” means the general partners of the Homburg Baltic Limited Partnerships;

“Homburg Baltic Intercompany Loan” means the receivable obligations owing from Homburg Baltic to HII as at the HII Filing Date;

“Homburg Baltic Limited Partnership Creditor” means a secured or unsecured Creditor of any of the Homburg Baltic Limited Partnerships, which shall be an Unaffected Creditor;

“Homburg Baltic Limited Partnership Creditor Claim” means any Claim of a Homburg Baltic Limited Partnership Creditor against a Homburg Baltic Limited Partnership, which shall be an Unaffected Claim;

“Homburg Baltic Limited Partnerships” means the following limited partnerships formed under the laws of the Baltic States: Kub Homburg NT, Kub Homburg LT Baltijos Investicijos, Kub Homburg LT Baltijos Investicijos 2, Homburg LV Investments KS, Homburg Baltic (ES) Investments UU, and Homburg Baltic (ES) AST Investments UU;

“Homburg Group Member” means any body corporate or limited partnership directly or indirectly owned by HII wherever incorporated or formed;

“Homburg Invest USA” means Homburg Invest (USA) Limited, a company incorporated under the NSCA and to be continued as an Alberta corporation;

“Homburg US” means Homburg (US) Incorporated, a company incorporated under the NSCA;

“Homburg US Intercompany Loan” means all amounts loaned or advanced by HII to the receivable obligations owing from Homburg US on the Plan Implementation Date;

“Homburg US Intercompany Loan (No Value)” means an amount equal to the difference between the Homburg US Intercompany Loan and the fair market value of such loan, as at the Plan Implementation Date;

“Homburg US Intercompany Loan Note (Value)” means a priority promissory note having a principal amount equal to the difference between the Homburg US Intercompany Loan and the Homburg US Intercompany Loan (No Value);

“Homco” means a Homburg Group Member limited partnership formed under the NSLPA and as more particularly set out on and defined in Schedule “D” to the Plan;

“Homco 61 Affected Claim” means any Claim against Homco 61 LP, including for greater certainty, the Bond 6 Homco 61 Claim, but excluding the Homco 61 LP Unaffected Claims and Homco 61 Equity Claims;

“Homco 61 Affected Creditor” means a Creditor with a Homco 61 Affected Claim, including for greater certainty a Bond 6 Claim Holder;

“Homco 61 Affected Creditor HII Claim” means an Affected Claim against HII pertaining to the same obligation as a Homco 61 Affected Claim whether by Guarantee or otherwise, including for greater certainty the Bond 6 HII Claim;

“Homco 61 Affected Creditor HII Deficiency Claim” means the aggregate Proven Claim of any holder of a Homco 61 Affected Creditor HII Claim for distribution purposes under the Plan, which shall be deemed to be an amount equal to each such holder’s Homco 61 Affected Creditor HII Claim less its Homco 61 Recovered Amount, including for greater certainty the Bond 6 HII Deficiency Claim;

“Homco 61 Recovered Amount” means the *pro rata* share of the HII Homco 61 Distribution recovered by a holder of a Homco 61 Affected Creditor HII Claim under the Homco 61 Plan on account of its Homco 61 Proven Claim, including for greater certainty the Bond 6 Homco 61 Recovered Amount;

“Homco 61 Creditors’ Meeting” means the meeting or meetings of Homco 61 Affected Creditors (as defined under the Homco 61 Plan) to be called and held concurrently with the HII/Shareco Creditors’ Meeting pursuant to the Homco 61 Meeting Order for the purpose of considering and voting upon the Homco 61 Plan, and includes any adjournment, postponement or rescheduling of such meeting or meetings;

“Homco 61 Guarantee” means the guarantee of Shareco’s obligations under the Bond 6 Indenture granted by Homco 61 LP in favour of Stichting Homburg Bonds dated July 1, 2005;

“Homco 61 Intercompany Claim” means the aggregate gross amount owing by HII to Homco 61 LP as reflected in the books and records of HII in the amount of Cdn\$127,593,683 as at the HII Filing Date;

“Homco 61 LP” means Homco Realty Fund (61) Limited Partnership, a limited partnership formed under the NSLPA;

“Homco 61 Net Intercompany Claim” means the amount of Cdn\$62,396,506 being the amount of the Homco 61 Intercompany Claim, after reduction pursuant to set-off effected under the Plan by the amount of the HII Loan, and which amount shall be Homco 61 LP’s deemed Proven Claim against HII under the Plan;

“Homco 61 Note” means the demand promissory note dated July 4, 2005 evidencing the HII Loan, issued by Homco 61 LP to HII and pledged by HII to Shareco as security for the Shareco Loan and subsequently assigned by Shareco to Stichting Homburg Bonds;

“Homco 69 LP Valbonne 2 BV Intercompany Loan” means all amounts loaned or advanced by Valbonne 2 BV to Homco 69 LP as at the Plan Implementation Date;

“Homco 61 Original Plan” has the meaning ascribed thereto in the Recitals;

“Homco 61 Plan” means the Homco 61 Original Plan, as amended by the Homco 61 Restated Plan, and as may be amended, restated, modified and/or supplemented from time to time in accordance with its terms;

“Homco 61 Restated Plan” means the restated plan of compromise of Homco 61 LP filed by Homco 61 LP under the CCAA dated April 26, 2013;

“Homco 70 LP Coët BV Intercompany Loan” means all amounts loaned or advanced by Coët BV to Homco 70 LP as at the Plan Implementation Date;

“Homco 86 LP HII Intercompany Loan” means all amounts loaned or advanced by HII to Homco 86 LP as at the Plan Implementation Date;

“Homco 86 LP Homco 86 BV Intercompany Loan” means all amounts loaned or advanced by Homco 86 BV to Homco 86 LP as at the Plan Implementation Date;

“Homco 87 LP HII Intercompany Loan” means all amounts loaned or advanced by HII to Homco 87 LP as at the Plan Implementation Date;

“Homco 87 LP Homco 87 BV Intercompany Loan” means all amounts loaned or advanced by Homco 87 BV to Homco 87 LP as at the Plan Implementation Date;

“Homco 110 LP HII Intercompany Loan” means all amounts loaned or advanced by HII to Homco 110 LP as at the Plan Implementation Date;

“Homco 110 LP Valbonne 5 BV Intercompany Loan” means all amounts loaned or advanced by Valbonne 5 BV to Homco 110 LP as at the Plan Implementation Date;

“Homco 190 Loan” means the intercompany loan from Homco 190 LP to Homco 199 LP as evidenced by the Homco 190 Loan Promissory Note;

“Homco 190 Loan Promissory Note” means the promissory note dated May 25, 2010, delivered by Homco 199 LP to Homco 190 LP;

“Homco 190 LP” means Homco Realty Fund (190) Limited Partnership, a limited partnership formed under the NSLPA;

“Homco 191 Loan” means the intercompany loan from Homco 191 LP to Homco 199 LP as evidenced by the Homco 191 Loan Promissory Note;

“Homco 191 Loan Promissory Note” means the promissory note dated May 25, 2010, delivered by Homco 199 LP to Homco 191 LP;

“Homco 191 LP” means Homco Realty Fund (191) Limited Partnership, a limited partnership formed under the NSLPA;

“Homco 199 Cash Amount” means the amount of Cash held by Homco 199 LP on the Plan Implementation Date;

“Homco 199 Loan” means all amounts loaned or advanced by Homco 199 LP to HII and outstanding as at the Plan Implementation Date;

“Homco 199 LP” means Homco Realty Fund (199) Limited Partnership, a limited partnership formed under the NSLPA;

“Homco GP” means the corporate general partner of a Homco other than a Core Homco and for greater certainty excluding HLPm;

“HSBC” means HSBC Bank Canada;

“HSBC Secured Claim” means the claim of HSBC against HII secured by HII’s personal and movable property pursuant to a general security agreement dated July 5, 2001 and a hypothec on movable property dated December 16, 2010, to the extent of the amount of such security, subject to such security being valid and enforceable;

“Incorporation Foundation” means Stichting Oprichting Geneva Properties, a Dutch foundation (*Stichting*) incorporated solely for the purposes of incorporating Newco and acting as initial shareholder of Newco preference shares in accordance with the Pre-Plan Implementation Date Transactions;

“Indebtedness” of a Person means, without duplication:

- (a) all debts and liabilities of that Person for borrowed money;
- (b) all debts and liabilities of that Person representing the deferred acquisition cost of property and services; and
- (c) all Guarantees given by that Person;

“Information Circular” means the information circular prepared by HII on behalf of HII, Shareco and Homco 61 LP and any schedules or appendices thereto (including the Plan and the Homco 61 Plan), as may be amended, restated or varied from time to time, together with any other documents required by the Court in connection with the calling and holding of the HII/Shareco Creditors’ Meeting and the Homco 61 Creditors’ Meeting to consider and approve the Plan and the Homco 61 Plan respectively;

“Initial Distribution Date” means a date on or after the Plan Implementation Date as the Monitor shall have determined in its sole discretion, or such other date as specified in the HII/Shareco Sanction and Vesting Order;

“Initial Order” means the Order of the Court under the CCAA obtained by the Petitioners on September 9, 2011 and as same may be amended, restated or varied from time to time;

“Insolvent Person” means a Person the aggregate of whose property is not, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would not be sufficient, to enable payment of all its obligations, due and accruing due, or who is unable to meet its obligations generally as they become due;

“Intercompany Claims” means any Claim of HII or any Homburg Group Member against HII or any other Homburg Group Member, whether or not recorded in the usual and ordinary course in the books and records of the applicable Person;

“Inverness” means Inverness Estates Development Ltd., a corporation incorporated under the ABCA and a Petitioner;

“Investment Proposal Process” means the process approved by Order of the Court made on March 1, 2013, as amended by further Order of the Court made on March 14, 2013, providing for standard terms and conditions governing the delivery of investment proposals to HII and the Monitor;

“ITA” means the *Income Tax Act* (Canada), R.S.C. 1985, c. 1 (5th Supp.), as amended and any regulations thereunder;

“KERP Claim” means a claim of any Person under the KERPS;

“KERP Fund” means the monies held by the Monitor to pay the KERP Claims;

“KERPS” means the Key Employee Retention Plans approved by paragraph 32 of the Initial Order as amended and extended from time to time;

“Letter of Instruction” means a form to be completed by Affected Creditors (other than Convenience Class Creditors) that is to be delivered by such Affected Creditors to the Monitor in accordance with the Plan, which form shall set out (i) the registration details for the issuance of the Newco Common Shares to such Affected Creditors required for the Trading Platform; (ii) the address to which such Affected Creditors’ DRS Transaction Advices (or similar notices for the Trading Platform) and other notices are to be mailed, and (if applicable) to which cash distributions in cheque form are to be delivered; and (iii) the IBAN number and other details for the account of such Affected Creditors to which cash distributions in wire transfer form are to be delivered;

“Liabilities” of a Person means all Indebtedness, obligations and other liabilities of that Person whether absolute, accrued, contingent, fixed or otherwise, or whether due or to become due;

“Limited Partnership Agreement” means an agreement between HII, as sole limited partner, and the relevant general partner or general partners of a Homco;

“Liquidation Advisory Committee” means the committee to be created under the HII/Shareco Sanction and Vesting Order, comprised of three individual members, one of whom shall be nominated by Stichting Homburg Bonds, one of whom shall be nominated by Catalyst, and one of whom shall be nominated by HII, with the powers, entitlements and duties set out therein and in the Plan;

“Liquidation Charge” means a prior ranking Charge created pursuant to the HII/Shareco Sanction and Vesting Order against the Non-Core Business Assets in favour of the Monitor as security for the Liquidation Costs;

“Liquidation Costs” means the costs of liquidation of the Non-Core Business Entities’ Assets and of realization of the Non-Core Business Assets, including professional fees and disbursements;

“Litigation Claim” means any and all claims, actions, causes of action, demands, suits, rights, entitlements, litigation, arbitration, proceeding, hearing or complaint, whether known or unknown, reduced to judgment or not reduced to judgment, liquidated or

unliquidated, contingent or non-contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, in law, equity or otherwise, based in whole or in part on any act or omission or other event occurring at any time, whether before, on or after the HII Filing Date which may be asserted by or on behalf of (i) HII, Shareco, Homco 190 LP, Homco 191 LP and Homco 199 LP against any and all third parties; or (ii) the Monitor, pursuant to section 36.1 of the CCAA, or sections 95 to 101 of the BIA; provided however that in no event shall a Litigation Claim be a Claim being released by the Plan;

“Litigation Proceeds” any proceeds or settlement or judgment arising from the Litigation Claims, net of any Litigation Reserve Costs;

“Litigation Reserve” means a Cash reserve in the amount of Five Hundred Thousand (\$500,000) dollars, approved by the Court in the HII/Shareco Sanction and Vesting Order, which reserve shall be established and deposited by the Monitor into the Litigation Reserve Account for the purpose of paying the Litigation Reserve Costs;

“Litigation Reserve Account” means a segregated interest bearing trust account established by the Monitor to hold the Litigation Reserve;

“Litigation Reserve Costs” means professional fees, disbursements, judicial or extrajudicial costs or solicitor client costs of the Monitor (including of its legal counsel and other advisors) relating to the investigation and assessment of Creditor Causes of Action or Litigation Claims and the litigation or settlement of Litigation Claims;

“Material Adverse Change” means any event, circumstance, occurrence, fact, condition, change or effect that would be materially adverse to the Core Business Assets, the Non-Core Business Assets, the security affecting the Core Business Assets and Non-Core Business Assets or any third party secured claims affecting same, or the results of operations or conditions (financial or otherwise) of the Core Business Entities (taken as a whole), provided however, that any event, circumstances, occurrence, fact, condition, change or effect:

- (a) relating to, or arising from, general economic conditions;
- (b) relating to, or arising from, any change in the global, national or regional political conditions (including the outbreak of hostilities or acts of terrorism) or any change in Applicable Laws;
- (c) relating to, or arising from, any emergency in the geographic area where the HII Group Entities operate (including a power outage);
- (d) relating to fluctuations in the earnings or liabilities of the HII Group Entities, taken as a whole, during the period commencing on January 1, 2013 and ending on the Plan Implementation Date; and
- (e) relating to, or arising from, any litigation matters relating to Disputed Claims;

shall be deemed not to constitute a “Material Adverse Change” and shall not be considered in determining whether a “Material Adverse Change” has occurred;

“**Monitor**” means Deloitte in its capacity as Court-appointed Monitor pursuant to the Initial Order;

“**Monitor’s Plan Completion Certificate**” means the certificate substantially in the form attached as Schedule “D” to the HII/Shareco Sanction and Vesting Order to be filed by the Monitor with the Court;

“**Monitor’s Plan Implementation Date Certificate**” means a certificate substantially in the form appended as Schedule “A” to the HII/Shareco Sanction and Vesting Order to be filed by the Monitor with the Court and declaring that all of the Conditions Precedent to implementation of the Plan have been satisfied or waived and that all right, title and interest in and to the Core Business Assets (other than the Core GP Assets) and the Core GP Assets have vested absolutely in Newco and the Newco Subsidiaries respectively, free and clear of all Encumbrances, other than Core Business Creditor Claims, in accordance with the HII/Shareco Sanction and Vesting Order;

“**Mortgage Bond Claim**” means any Claim of a debenture holder or Stichting Homburg Bonds arising under or in connection with the debentures issued under the Mortgage Bond Trust Indenture;

“**Mortgage Bond Proven Claim**” means a Mortgage Bond Claim that is a Proven Claim;

“**Mortgage Bond Trust Indenture**” means, collectively, a Trust Indenture dated as of December 15, 2002, between Shareco and Stichting Homburg Bonds, a Second Supplemental Indenture dated as of November 30, 2004, between Shareco and Stichting Homburg Bonds, a Third Supplemental Indenture dated as of December 31, 2004, between Shareco and Stichting Homburg Bonds, Fourth Supplemental Indenture dated as of July 4, 2005, between Shareco and Stichting Homburg Bonds, a Fifth Supplemental Indenture dated as of July 1, 2005, between Shareco and Stichting Homburg Bonds, a Special Supplemental Indenture to the Second Supplement dated as of November 5, 2012, between Shareco and Stichting Homburg Bonds, a Special Supplemental Indenture to the Third Supplement dated as of August, 2005, between Shareco and Stichting Homburg Bonds, a Special Supplemental Indenture to the Third Supplement dated as of November 5, 2012, between Shareco and Stichting Homburg Bonds, a Special Supplemental Indenture to the Fourth Supplemental dated August, 2005, between Shareco and Stichting Homburg Bonds, a Second Special Supplemental Indenture to the Fourth Supplemental dated November 30, 2007, between Shareco and Stichting Homburg Bonds, and a Special Supplemental Indenture to the Fifth Supplement dated as of November 5, 2012, between Shareco and Stichting Homburg Bonds, all of which are governed by the laws of the Province of Nova Scotia, the obligations under which are secured by the Mortgage Bond Trust Indenture Security;

“**Mortgage Bond Trust Indenture Security**” means the security and Guarantees, if any, granted by HII, Shareco and/or any Homburg Group Member, to the holders of notes

issued under different series of the Mortgage Bond Trust Indenture, determined by the Monitor or the Court to be valid and opposable;

“Mortgage Bond Trust Indenture Unsecured Claim” means the aggregate amount outstanding as at the HII Filing Date in respect of each series of bonds issued under the Mortgage Bond Trust Indenture (including interest only accrued to the HII Filing Date) after realization of the Mortgage Bond Trust Indenture Security, as applicable, but excluding with respect to the Bond 5 Claim Holders and the Bond 6 Claim Holders, respectively, the Bond 5 Unsecured Claim and the Bond 6 HII Deficiency Claim;

“Named Director” means the following present and former directors and officers of the HII Group Entities: Jan Schöningh, James F. Miles, Walter Fitzgerald, Hartmut Fromm, Philip O’Brien, Edward Ovsenny, Jan Hielke Lamsma, Jan-Willem Wattel, Stephen Rosenhek, Jelle Martens, Peter van Jaarsveld and Rico Tel;

“Named Officers” means Jan Schöningh and James F. Miles;

“Newco” means a closed end property investment company without a separate manager (*beleggingsmaatschappij zonder aparte beheerder*) to be formed under the laws of the Netherlands in the Pre-Plan Implementation Date Transactions for purposes of the Plan, including its subsidiaries if the context so requires;

“Newco Assumed Portion of Corporate Creditor Disputed Claims” means that portion of all Corporate Creditor Disputed Claims in respect of which Newco becomes a co-obligor with HII, the amount of which shall be deemed to be that percentage of the Final Adjusted Newco Note Amount equal to the amount that the aggregate of each Corporate Creditor’s pro rata share of the Newco Assumed Portion of Disputed Claims is of the Newco Assumed Portion of Disputed Claims;

“Newco Assumed Portion of Corporate Creditor Proven Claims” means that portion of all Corporate Creditor Proven Claims in respect of which Newco becomes a co-obligor with HII, the amount of which shall be deemed to be that percentage of the Final Adjusted Newco Note Amount equal to the amount that the aggregate of each Corporate Creditor’s pro rata share of the Newco Assumed Portion of Proven Claims is of the Newco Assumed Portion of Proven Claims;

“Newco Assumed Portion of Disputed Claims” means an amount equal to the Newco Assumed Portion of Non-Corporate Creditor Disputed Claims and the Newco Assumed Portion of Corporate Creditor Disputed Claims, which amount shall be subsequently adjusted to equal the finally determined value, if any, of such Creditors’ Proven Claims;

“Newco Assumed Portion of Non-Corporate Creditor Disputed Claims” means that portion of all Non-Corporate Creditor Disputed Claims in respect of which Newco becomes a co-obligor with HII, the amount of which shall be deemed to be that percentage of the Final Adjusted Newco Note Amount equal to the amount that the aggregate of each Non-Corporate Corporate Creditor’s pro rata share of the Newco Assumed Portion of Disputed Claims is of the Newco Assumed Portion of Disputed Claims;

“Newco Assumed Portion of Non-Corporate Creditor Proven Claims” means that portion of all Non-Corporate Creditor Proven Claims in respect of which Newco becomes a co-obligor with HII, the amount of which shall be deemed to be that percentage of the Final Adjusted Newco Note Amount equal to the amount that the aggregate of each Non-Corporate Creditor’s pro rata share of the Newco Assumed Portion of Proven Claims is of the Newco Assumed Portion of Proven Claims;

“Newco Assumed Portion of Proven Claims” means an amount equal to the Newco Assumed Portion of Non-Corporate Creditor Proven Claims and the Newco Assumed Portion of Corporate Creditor Proven Claims;

“Newco Bond 5 Guarantee” means the unsecured guarantee given by HII to Stichting Homburg Bonds for the benefit of the Bond 5 Claim Holders (including Electing Creditors) guaranteeing that all such Bond 5 Claim Holders shall receive under the Plan or otherwise, distributions of Cash (including the Bond 5 Secured Claim Cash Payment) and Newco Common Shares, all of which such consideration shall have an aggregate minimum value equal to 50 per cent of the Bond 5 Claim, such value to be calculated in accordance with the Bond 5 Secured Claim Settlement Agreement (including for greater certainty, all Bond 5 Claim Holders whether or not they are Electing Creditors);

“Newco Bond 5 Guarantee Value” means the fair market value of the Newco Bond 5 Guarantee on the Plan Implementation Date;

“Newco Common Shares” means the common shares issued by Newco pursuant to the Plan, which will be voting and participating rateably, the monetary value of which for distribution purposes shall be determined as at Plan Implementation Date;

“Newco Common Shares Cash-Out Option” means the option available for Affected Creditors (other than Convenience Class Creditors who have made a Convenience Class Claim Election) to receive, instead of all of the Newco Common Shares which would otherwise be issued to them for their Proven Claims (for distribution purposes) under the Plan, an amount equal to such Affected Creditor’s *pro rata* share of the Aggregate Newco Common Shares Final Cash-Out Amount;

“Newco Common Shares Cash-Out Option Election” means an election pursuant to which an Affected Creditor (other than a Convenience Class Creditor who has made a Convenience Class Claim Election) has validly elected by the Election/Proxy Deadline the Newco Common Shares Cash-Out Option in respect of all of its Pro Rata Share of the Newco Common Shares pursuant to its Cash-Out Election Form and is thereby deemed to vote in favour of the Plan in respect of such Electing Creditor’s Voting Claim;

“Newco Common Shares Cash-Out Price” means the finally determined price per Newco Common Share, for the benefit of Electing Creditors who validly make the Newco Common Shares Cash-Out Option Election (including for greater certainty Affected Creditors with Disputed Claims that become Proven Claims under the Plan who validly make such election), based on an aggregate maximum price of EUR95,000,000 for 100% of the total Newco Common Shares to which Affected Creditors with Proven Claims (for distribution purposes) after final resolution of all Disputed Claims (including for greater certainty Disputed Claims of Electing Creditors) become entitled;

“Newco Common Shares Put Right Period” means the period from and after the date which is ninety one (91) calendar days following the Plan Implementation Date up to and including the date that is ninety (90) calendar days following such date;

“Newco Common Shares Tag Along Period” means the period from and after the date which is ninety-one (91) calendar days following the Plan Implementation Date up to and including the date that is one hundred and eighty (180) calendar days following such date;

“Newco Common Shares Standstill Period” means the period beginning on the Initial Distribution Date to and including the date that is ninety (90) calendar days following the Plan Implementation Date;

“Newco Co-obligation Charge” means a priority charge against the Core Business Assets (other than the Core GP Assets), and any proceeds arising therefrom, which charge shall secure the obligations of HII to Newco under the HII Co-obligation Note;

“Newco Equity Pool” means all of the Newco Common Shares to be issued by Newco on the Plan Implementation Date pursuant to the Plan. The number of Newco Common Shares to be issued on the Plan Implementation Date shall be agreed by Newco and the Monitor prior to the Plan Implementation Date;

“Newco Equity Pool (Final)” means immediately following the final resolution of all Disputed Claims, the number of Newco Common Shares issued pursuant to the Plan which shall be equal to the Newco Equity Pool less the number of Cancelled Newco Common Shares as at such time;

“Newco Equity Pool (Interim)” means, at the time of determination, the number of Newco Common Shares issued pursuant to the Plan which shall be equal to the Newco Equity Pool less the number of Cancelled Newco Common Shares as at such time;

“Newco Incorporation Loan” means the non-interest-bearing loan in the amount of EUR225,000 lent by HII from its Cash to the Incorporation Foundation for the purposes of incorporating Newco prior to the Plan Implementation Date pursuant to the Plan Transactions under the Plan;

“Newco Incorporation Loan Note” means the promissory note delivered by the Incorporation Foundation to HII to evidence the Newco Incorporation Loan;

“Newco Initial Supervisory Board” means the initial supervisory board of Newco, which shall be composed pursuant to the terms of the Restated Catalyst Support Agreement;

“Newco Management Board” means the management board of Newco, constituted in accordance with the Restated Catalyst Support Agreement by no later than May 31, 2013;

“Newco Note” means the demand adjustable non-interest bearing unsecured promissory note to be issued by Newco in favour of HII as partial consideration for the transfer of

Core Business Assets (other than Core GP Assets) by HII to Newco, the principal amount of which shall be deemed to be equal to the Final Adjusted Newco Note Amount;

“Newco Prospectus” means a prospectus filed by or on behalf of Newco as required (whether by Applicable Law or by the relevant regulations of the Trading Platform) for the purposes of listing the Newco Common Shares on the Trading Platform;

“Newco Shareholder Rights Agreement” means an agreement between Newco on behalf of the holders of Newco Common Shares and Catalyst, implementing the Put Right and the Tag Along Right, in form satisfactory to HII, Catalyst, Stichting Homburg Bonds, acting reasonably, and the Monitor;

“Newco Subsidiaries” means the private limited liability companies (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands to receive the interests of Homco 86 GP and Homco 87 GP in each of their respective Core Homcos;

“Newco Un-Assumed Portion of Corporate Creditor Proven Claims” means that portion of all Corporate Creditor Proven Claims less the Newco Assumed Portion of Corporate Creditor Proven Claims;

“Newco Un-Assumed Portion of Non-Corporate Creditor Proven Claims” means that portion of all Non-Corporate Creditor Proven Claims less the Newco Assumed Portion of Non-Corporate Creditor Proven Claims;

“Newco Un-Assumed Portion of Proven Claims” means the Newco Un-Assumed Portion of Non-Corporate Creditor Proven Claims and the Newco Un-Assumed Portion of Corporate Creditor Proven Claims;

“Non-Core Bankrupt Business Entity Creditor Claim” means a Non-Core Business Entity Creditor Claim against a Non-Core Business Entity that has been assigned or petitioned into bankruptcy;

“Non-Core Business Asset Gross Proceeds” means the proceeds realized from the liquidation or realization of Non-Core Business Assets;

“Non-Core Business Asset Net Proceeds” means the Non-Core Business Asset Gross Proceeds, net of the Asset Realization Costs;

“Non-Core Business Asset Notes” means, collectively, Note A (Non-Corporate Creditor) and Note B (Corporate Creditor);

“Non-Core Business Assets” means the HII Assets that are not Core Business Assets, including Bankruptcy Claims and Litigation Proceeds;

“Non-Core Business Entity” includes (i) any Cancos, other than any Amalgamating Canco and Homburg Baltic, and (ii) any Homco other than a Core Homco;

“Non-Core Business Entity’s Asset” means any asset, including any Real Property, of a Non-Core Business Entity;

“Non-Core Business Entity Creditor” means a Person having a Non-Core Business Entity Creditor Claim, which shall be an Unaffected Creditor;

“Non-Core Business Entity Creditor Claim” means any Claim against a Non-Core Business Entity (which for greater certainty shall not include any Claim of a Non-Core Business Entity Creditor against HII or Shareco), which shall be an Unaffected Claim;

“Non-Corporate Creditor” means a Person having a Non-Corporate Creditor Claim, other than a Convenience Class Creditor;

“Non-Corporate Creditor Claim” means any unsecured Claim against HII and Shareco that is not a Corporate Creditor Claim;

“Non-Corporate Creditor Disputed Claim” means the face value of a Disputed Claim of a Non-Corporate Creditor;

“Non-Corporate Creditor Proven Claim” means a Proven Claim of a Non-Corporate Creditor;

“North Calgary” means North Calgary Land Ltd., a corporation incorporated under the ABCA and a Petitioner;

“Note A (Non-Corporate Creditor)” means the certificate of indebtedness being a global non-interest bearing variable note issued by HII and held by the Monitor on behalf of each holder of a Non-Corporate Creditor Proven Claim having a principal amount equal to the Non-Corporate Creditor’s Pro Rata Share of the Asset Realization Cash Pool, which note shall be secured by the Affected Creditors’ Charge;

“Note B (Corporate Creditor)” means the certificate of indebtedness being a global non-interest bearing variable note issued by HII and held by the Monitor on behalf of each holder of a Corporate Creditor Proven Claim having a principal amount equal to the Corporate Creditor’s Pro Rata Share of the Asset Realization Cash Pool, which note shall be secured by the Affected Creditors’ Charge;

“Notice of Final Distribution” means a notice to Affected Creditors to be published at least 30 days in advance of the Final Distribution Date 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) notifying Affected Creditors of the Final Distribution Date, substantially in the form of Schedule “C” to the HII/Shareco Sanction and Vesting Order;

“NSCA” means the Nova Scotia *Companies Act*, R.S., c. 81, as amended;

“NSLPA” means Nova Scotia *Limited Partnerships Act*, R.S., c. 259, as amended;

“Offer” has the meaning ascribed thereto in Section 11.1(c)(ii) of the Plan;

“Order” means any order of the Court, or any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority;

“Original Plan” has the meaning ascribed thereto in the Recitals;

“Person” is to be broadly interpreted and includes an individual, a partnership, a corporation, a trust, a joint venture, any Governmental Authority, any trade union, any employee association or any incorporated or unincorporated entity or association of any nature and the executors, administrators, or other representatives of an individual in such capacity;

“Petitioners” means HII, Shareco, Churchill, Inverness, CP Development, North Calgary and HMCI, and each of them being a **“Petitioner”**;

“Plan” means the Original Plan, as amended by the Amended and Restated Plan, as further amended by the Second Joint Amended and Restated Plan of Compromise and Reorganization filed by HII and Shareco under the CCAA and the ABCA, dated April 25, 2013 and amended and filed as of May 3, 2013, and this Third Joint Restated and Amended Plan of Compromised and Reorganization under the CCAA and the ABCA dated June 5, 2013, as such Plan may be amended, varied or supplemented from time to time by HII and Shareco and Catalyst acting reasonably, as approved by the Monitor, all in accordance with the terms hereof;

“Plan Charges” means the Administration Charge, the Directors’ Charge, the Affected Creditors’ Charge and the Liquidation Charge as continued and amended by and created by the HII/Shareco Sanction and Vesting Order and with the exception of the Directors’ Charge, are intended to survive the Plan Implementation Date, but shall not include the Newco Co-obligation Charge;

“Plan Filing Date” means the date on which the Plan is filed with the Court;

“Plan Implementation Date” means the Business Day or Business Days on which all of the Conditions Precedent to the implementation of the Plan have been fulfilled or, to the extent permitted pursuant to the terms and conditions of the Plan, waived, as evidenced by the Monitor’s Plan Implementation Date Certificate to be filed with the Court;

“Plan Sanction Date” means the date that the HII/Shareco Sanction and Vesting Order is made by the Court;

“Plan Transactions” means the steps or transactions considered necessary or desirable to give effect to the transactions contemplated in the Plan, including those set out in Section 12.3 hereof, which transactions may include one or more incorporations, mergers, amalgamations, consolidations, arrangements, continuations, restructurings, conversions, liquidations, winding ups, dissolutions, transfers, reorganizations, repayments, redemptions, exchanges, cancellations, offsets, compromises, releases and discharges or other transactions, and **“Plan Transaction”** means any individual transaction step;

“Plan Transactions Notice” means any notices setting out and detailing substantially all of the Plan Transactions to be posted on the Website on or before the Plan Transactions Notice Filing Date (highlighting any change to the Plan Transactions or the sequence thereof) with notice of such posting in each instance forthwith provided to the Service

List (as such notice may thereafter be modified, amended, varied or supplemented in accordance with the Plan) provided that a final Plan Transactions Notice will be posted on the Website no later than the day immediately before the Plan Implementation Date with notice of such posting forthwith provided to the Service List;

“Plan Transactions Notice Filing Date” means the date which shall be at least ten (10) days prior to the date set forth in the HII/Shareco Meeting Order as the deadline for the return of proxies to the Monitor in connection with the HII/Shareco Creditors’ Meeting, which date shall be confirmed by a notice posted on the Website and forthwith provided to the Service List;

“Post-Filing Trade Payables” means post-HII Filing Date trade payables excluding for greater certainty any Tax Claims that were incurred by the HII Group Entities (i) after the HII Filing Date and before the Plan Implementation Date, (ii) in the ordinary course of business, and (iii) in compliance with the Initial Order and other Orders issued in connection with the CCAA Proceedings;

“Pre-Plan Implementation Date Transactions” means those transactions to be effected prior to the Plan Implementation Date, including, without limitation, the transactions that are more particularly described in Schedule “B”;

“Principal Claim” has the meaning ascribed thereto in Section 3.10 of the Plan;

“Proof of Claim” means the form to be completed and filed by a Creditor, pursuant to the Claims Process Order, by the applicable Claims Bar Date setting forth its applicable Claim;

“Property” means all present and future assets, shares, units, rights, undertakings, and properties of any Person, whether Real Property or personal property, moveable or immovable, tangible or intangible, of any nature and kind whatsoever and wherever situated, and whether held directly or indirectly, and which for greater certainty shall include Real Property Interests, and including all proceeds thereof;

“Pro Rata Share” means at the applicable time:

with respect to the Newco Common Shares, the Cash Pool, the Asset Realization Cash Pool, the Disputed Claims (Cash) Reserve, and the Disputed Claims (Asset Realization) Reserve, that fraction that is equal to (i) the amount of the Affected Creditor’s Proven Claim (or where appropriate, the face value of the Affected Creditor’s Disputed Claim), divided by (ii) the sum of: (A) the aggregate amount of all Proven Claims held by Affected Creditors (other than Convenience Class Creditors); and (B) the aggregate amount of all Disputed Claims held by Affected Creditors (other than Convenience Class Creditors);

“Proven Claim” means a Claim of an Affected Creditor finally determined for voting and distribution purposes in accordance with the Claims Process Order, the Plan and the HII/Shareco Meeting Order;

“Proxy” means the proxy form enclosed with the Information Circular to be sent or otherwise made available to the Affected Creditors in accordance with the HII/Shareco Meeting Order;

“Purchaser” has the meaning ascribed thereto in Section 11.1(c)(i) of the Plan;

“Put Right” has the meaning ascribed thereto in Section 11.1(b) of the Plan;

“Real Property” means lands, tenements and hereditaments excluding leases;

“Real Property Interests” means any direct or indirect legal, beneficial or equitable interest in Real Property wherever situate;

“Released Party” means a Person who is released pursuant to Section 13.1 of the Plan, including for greater certainty an HII Released Party (as defined therein) and a non-HII Released Party (as defined therein);

“Reorganization Transaction” means the sequential steps to be effected on the Plan Implementation Date as set out in Section 12.3 of the Plan, as amended by any Plan Transactions Notice;

“Required Majority” means a majority in number of Affected Creditors who represent at least two-thirds in value of the Voting Claims of such Affected Creditors who actually vote on the Resolution (in person or by proxy) at the HII/Shareco Creditors’ Meeting or were deemed to vote on the Resolution;

“Reserve Adjustment” means an increase in one or more Cash Reserves, as applicable, in such amount(s) as the Monitor may determine to be necessary or desirable, in its sole and unfettered discretion, which increase shall be funded from the Cash Pool Account on or after the Plan Implementation Date and allocated by the Monitor to the applicable Cash Reserve;

“Resolution” means the resolution approving the Plan presented to the Affected Creditors for consideration at the HII/Shareco Creditors’ Meeting;

“Restated Catalyst Support Agreement Approval” means the Order of the Court approving the Restated Catalyst Support Agreement, including, *inter alia*, the Catalyst Break Fee;

“Restructuring Claim” means any Claim arising as a result of or in connection with the disclaimer, rescission, repudiation, termination or restructuring by any HII Group Entity of any contract, lease or other agreement or obligation, including any employment agreement, after the HII Filing Date but on or before April 30, 2012; provided that “Restructuring Claim” shall not include an Excluded Claim or Subsequent Restructuring Claim;

“RETT” means “real estate transfer taxes” and includes any taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect

thereof, levied on, or measured by, transfers of land and buildings and other structures, including component parts, as well as other property assimilated to real or immoveable property for these purposes;

“Second Joint Amended and Restated Plan of Compromise and Reorganization” means this Plan as described in the Recitals;

“Service List” means the service list posted on the Website, as may be amended from time to time;

“Shareco” means Homburg Shareco Inc., a corporation incorporated under the NSCA and a Petitioner;

“Shareco Creditor” means a Person having a Shareco Creditor Claim;

“Shareco Creditor Claim” means any Claim against Shareco, and in the case of Stichting Homburg Bonds, means the Mortgage Bond Trust Indenture Unsecured Claim;

“Shareco Loan” means the loan by Shareco to HII as evidenced by the demand promissory note dated July 4, 2005 issued by HII to Shareco;

“Stay of Proceedings” means the stay of proceedings created by the Initial Order as amended and extended by further Orders of the Court from time to time;

“Stichting Advances” means all amounts advanced by the Petitioners to counsel and advisors to the Corporate Indenture Trustees (other than Stichting Homburg Capital Securities) from time to time pursuant to the Funding Order;

“Stichting Homburg Bonds” means the trustee under the Corporate Bond Trust Indenture and the Mortgage Bond Trust Indenture (formerly Stichting Homburg Mortgage Bond);

“Stichting Homburg Capital Securities” means the trustee under the Capital Securities Trust Indenture;

“Subsequent Restructuring Claim” means any Claim arising as a result of or in connection with the disclaimer, resiliation, repudiation, termination or restructuring by any HII Group Entity of any contract, lease or other agreement, including any employment agreement, after April 30, 2012;

“Subsidiary” shall have the same meaning as such term is used in the ABCA;

“Swiss Bondco” means Swiss Bondco Inc., a company that is incorporated under the NSCA to be continued as an Alberta corporation;

“Taberna Claim” means the aggregate Claim as set out in the Proof of Claim filed by Wells Fargo (in respect of the Taberna Indentures) pursuant to the Claims Process Order;

“Taberna Indentures” means, collectively: (i) an Indenture dated July 26, 2006 for the issuance of US\$20,000,000 of notes due 2036 between HII and Wells Fargo, (ii) an

Indenture dated July 26, 2006 for the issuance of EUR25,000,000 of notes due 2036 between HII and Wells Fargo, (iii) an Exchange Agreement dated February 28, 2011 among HII, Taberna Preferred Funding VIII, Ltd., Taberna Europe CDO I P.L.C and Taberna Europe CDO II P.L.C., (iv) an Amended and Restated Supplemental Indenture dated February 28, 2011 for the issuance of US\$12,000,000 due 2036 between HII and Wells Fargo on behalf of the Taberna VI noteholders; (v) an Indenture dated February 28, 2011 for the issuance of US\$8,000,000 of notes due 2036 between HII and Wells Fargo on behalf of the Taberna VIII noteholders; and (vi) an Indenture dated February 28, 2011 for the issuance of EUR25,000,000 of notes due 2036 between HII and Wells Fargo on behalf of the Taberna Europe I noteholders and the Taberna Europe II noteholders;

“Taberna Order” means a Final Order of the Court addressing the distribution entitlement of the holders of the Taberna Claim under the Plan in respect of the Taberna Claim and authorizing and directing HII and the Monitor to rely on such Order in connection with the Plan;

“Tag Along Right” means the right described in Section 11.1(c) of the Plan;

“Tax” means any and all taxes including all income, sales, use, goods and services, harmonized sales, value added, capital gains, RETT, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, franchise, real property, and personal property taxes and other taxes, customs, duties, fees, levies, imposts and other assessments or similar charges in the nature of a tax including Canada Pension Plan and provincial pension plan contributions, employment insurance and unemployment insurance payments and workers' compensation premiums, together with any instalments with respect thereto, and any interest, penalties, fines, fees, other charges and additions with respect thereto;

“Tax Claims” means claims of any Taxing Authorities against HII and Shareco arising from and after the Plan Implementation Date;

“Tax Obligation” means any amount of Tax owing by a Person to a Taxing Authority including RETT;

“Tax Statutes” means the ITA, the *Excise Tax Act* (Canada) R.S.C. c.E-15 as amended and any regulations thereunder, the *Alberta Corporate Tax Act*, and the *Tax Administration Act* (Quebec), and any other similar, federal, provincial or territorial tax legislation;

“Taxing Authorities” means anyone of Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof and any Canadian or non-Canadian government, regulatory authority, government department, agency, commission, bureau, minister, court, tribunal or body or regulation making entity exercising taxing authority or power, and **“Taxing Authority”** means any one of the Taxing Authorities, as well as any corresponding taxing authorities of a foreign jurisdiction including Valsts Ieņēmumu Dienests (Latvia), Maksu- ja Tolliamet (Estonia),

Valstybinė mokesčių inspekcija prie Lietuvos Respublikos finansų ministerijos (Lithuania), the Belastingdienst (Netherlands) and the Finanzamt (Germany);

“Trading Platform” means the online trading platform serviced by Nederlandsche Participatie Exchange B.V. or such other trading platform as agreed by Stichting Homburg Bonds, HII and Catalyst, acting reasonably, and the Monitor;

“Transfer” has the meaning ascribed thereto in subsection 11.1(c)(i) of the Plan;

“Transfer Restrictions” means any and all restrictions on the transfer of shares, limited partnership or other units or interests in Real Property including rights of first refusal, rights of first offer, shotgun rights, purchase options, change of control consent rights, puts or forced sales provisions or similar rights of shareholders or lenders in respect of such interests;

“Trustee in Bankruptcy” means any trustee in bankruptcy, interim receiver, receiver, receiver and manager, custodian, sequestrator, administrator, monitor or liquidator or any other Person with similar powers that is appointed in respect of any member of the HII Group Entities or of any Property;

“Unaffected Claims” means the Excluded Claims, the Employee Priority Claims, the Government Priority Claims, the Cash Management Lender Claims, the Bond 5 Secured Claim, the HSBC Secured Claim, the Cominar Claim, the Amalgamating Canco Creditor Claims, the Core Business Creditor Claims, the Non-Core Business Entity Creditor Claims, the Homburg Baltic Limited Partnership Creditor Claims, the Homco 190 Loan, the Homco 191 Loan, the Homco 199 Loan, and the Administrative Reserve Costs;

“Unaffected Creditors” means a Creditor who has an Unaffected Claim, but only in respect of and to the extent of such Unaffected Claim;

“Un-assumed Portion of Corporate Creditor Proven Claim” means that portion of each Corporate Creditor’s Proven Claim in respect of which Newco does not become a co-obligor with HII;

“Un-assumed Portion of Non-Corporate Creditor Proven Claim” means that portion of each Non-Corporate Creditor’s Proven Claim in respect of which Newco does not become a co-obligor with HII;

“Un-assumed Portion of Proven Claims” means the aggregate of the Un-assumed Portion of Non-Corporate Creditor Proven Claims and the Un-assumed Portion of Corporate Creditor Proven Claims;

“Unsecured Creditors’ Class” means the sole class of Affected Creditors entitled to vote on the Plan at the HII/Shareco Creditors’ Meeting;

“Valbonne 2 BV” means Valbonne Real Estate 2 BV;

“Valbonne 5 BV” means Valbonne Real Estate 5 BV;

“Voting Claim” means the amount of the Affected Claim of an Affected Creditor as finally determined for voting purposes in accordance with paragraph 30 of the Claims Process Order and the HII/Shareco Meeting Order entitling such Affected Creditor to vote at the HII/Shareco Creditors’ Meeting in accordance with the provisions of the HII/Shareco Meeting Order, the Plan and the CCAA, and includes, for greater certainty, a Proven Claim;

“Website” means <http://www.deloitte.com/ca/homburg-invest>;

“Wells Fargo” means Wells Fargo Bank, N.A. the trustee under the Taberna Indentures; and

“Withholding Obligation” has the meaning ascribed thereto in Section 9.13(c) of the Plan.

1.2 Certain Rules of Interpretation

For the purposes of the Plan:

- (a) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;
- (b) any reference in the Plan to an Order or an existing document or exhibit filed or to be filed means such Order, document or exhibit as it may have been or may be amended, modified, or supplemented;
- (c) unless otherwise specified, all references to (i) currency and to “\$” or “Cdn\$” are to Canadian dollars; and (ii) “EUR” are to Euros, except as otherwise indicated;
- (d) the division of the Plan into “Articles” and “Sections” and the insertion of a Table of Contents are for convenience of reference only and do not affect the construction or interpretation of the Plan, nor are the descriptive headings of “Articles” and “Sections” or otherwise intended as complete or accurate descriptions of the content thereof;
- (e) references in the Plan to “Articles”, “Sections”, “Subsections” and “Schedules” are references to Articles, Sections, Subsections and Schedules of or to the Plan;
- (f) the use of words in the singular or plural, or with a particular gender, including a definition, shall not limit the scope or exclude the application of any provision of the Plan or a Schedule hereto to such Person (or Persons) or circumstances as the context otherwise permits;
- (g) the words “includes” and “including” and similar terms of inclusion shall not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitation, but rather shall mean “includes but is not limited to” and “including but not limited to”, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;

- (h) unless otherwise provided, any reference to a statute or other enactment of parliament or a legislature includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation;
- (i) the terms “the Plan”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions shall be deemed to refer generally to the Plan and not to any particular “article”, “section” or other portion of the Plan and include any documents supplemental hereto; and
- (j) the word “or” is not exclusive.

1.3 Time

For purposes of the Plan, unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean prevailing local time in Montreal, Quebec, Canada, unless otherwise stipulated.

1.4 Date and Time for any Action

For purposes of the Plan:

- (a) In the event that any date on which any action is required to be taken under the Plan by any Person is not a Business Day, that action shall be required to be taken on the next succeeding day which is a Business Day, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day; and
- (b) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day.

1.5 Successors and Assigns

The Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, liquidators, receivers and trustees in bankruptcy, successors and assigns of any Person or party named or referred to in the Plan.

1.6 Governing Law

The Plan shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of the Plan and all proceedings taken in connection with the Plan and its provisions shall be subject to the exclusive jurisdiction of the Court.

1.7 Governing Language

In the event of any conflict, inconsistency, ambiguity or difference between the English version of the Plan and any translations thereof, the English version shall govern and be paramount, and the applicable provision in the translation thereof shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

1.8 Identification of Core Business Assets as at Plan Filing Date

Schedule “E” identifies the Core Business Assets as at the Plan Filing Date.

1.9 Schedules

The following are the Schedules to the Plan, which are incorporated by reference into the Plan and form a part of it:

Schedule “A”	Articles of Reorganization
Schedule “B”	Pre-Plan Implementation Date Transactions
Schedule “C”	HII/Shareco Meeting Order
Schedule “D”	Homcos
Schedule “E”	Core Business Assets as at the Plan Filing Date
Schedule “F”	Newco Articles
Schedule “G”	Restated Catalyst Support Agreement (without the schedules thereto)

ARTICLE 2 PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose and Background

- (a) The purpose of the Plan is to:
- (i) effect a compromise, settlement and payment of all Affected Claims as finally determined for voting and distribution purposes pursuant to the Claims Process Order, the HII/Shareco Meeting Order and the Plan;
 - (ii) streamline the structure and operation of the Business to maintain the Core Business Assets as a core portfolio of profitable properties in Europe and to identify and assess monetization opportunities within a reasonable timeframe;
 - (iii) facilitate an orderly liquidation of Non-Core Business Entities’ Assets and a realization of the Non-Core Business Assets over a reasonable period of time; and
 - (iv) to implement the Catalyst Investment,

all in the expectation that all Persons with an economic interest in HII's Business will derive a greater benefit from the implementation of the Plan than would result from a bankruptcy of the Business in its entirety.

- (b) The circumstances and events leading up to the Plan are described in the Information Circular circulated to Affected Creditors prior to and in connection with the HII/Shareco Creditors' Meeting, in accordance with the HII/Shareco Meeting Order.

2.2 Persons Affected

The Plan provides for a coordinated reorganization of the Business and a compromise of the Affected Claims. The Plan will become effective at the Effective Time on the Plan Implementation Date. On the Plan Implementation Date, each Affected Claim will be fully and finally compromised, released, settled and discharged under the Plan. The Plan shall be binding on and enure to the benefit of HII, the Homburg Group Members, the Affected Creditors, the Released Parties and all other Persons named or referred to in, or subject to, the Plan.

2.3 Persons Not Affected

For greater certainty, the Plan does not affect the Unaffected Creditors with respect to and to the extent of their Unaffected Claims. Nothing in the Plan shall affect the Homburg Group Members' rights and defences, both legal and equitable, with respect to any Unaffected Claims including, but not limited to, all rights with respect to legal and equitable defences or entitlements to set-offs or recoupments against such Unaffected Claims.

2.4 Equity Claims

All Persons holding Equity Claims, including the Claims of holders of HII Class A Shares and holders of HII Class B Shares, shall not be entitled to vote at or attend the HII/Shareco Creditors' Meeting, and shall not receive a distribution under the Plan or otherwise receive anything in respect of their HII Class A Shares and/or HII Class B Shares. At the Effective Time on the Plan Implementation Date, all Equity Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred and all HII's Existing Authorized Capital shall be deemed to be surrendered for cancellation and shall be deemed to be cancelled without compensation as set forth in the Plan.

2.5 Capital Securities Claims

None of Stichting Homburg Capital Securities or the holders of the Capital Securities Claims shall be entitled to vote at or attend the HII/Shareco Creditors' Meeting, and shall not receive any distribution under the Plan. At the Effective Time on the Plan Implementation Date, the Capital Securities Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred.

2.6 Bond 4 Claim Holders and Bond 7 Claim Holders

The Bond 4 Claim Holders and the Bond 7 Claim Holders are Affected Creditors under the Plan and shall be entitled to vote and to receive distributions under the Plan in respect of their

respective Mortgage Bond Trust Indenture Unsecured Claims once such claims become Proven Claims. For greater certainty, the entire Mortgage Bond Claims of the Bond 4 Claim Holders and of the Bond 7 Claim Holders against HII and Shareco are being compromised, released and discharged pursuant to the Plan, but the Claims of the Bond 4 Claim Holders and the Bond 7 Claim Holders against, respectively, Homco 52 LP and Homco 88 LP, are not affected by the Plan.

2.7 Bond 5 Claim Holders

The Bond 5 Claim Holders are Affected Creditors and shall be entitled to vote and to receive distributions under the Plan in respect of the Bond 5 Unsecured Claim. For greater certainty, the Bond 5 Secured Claim is an Unaffected Claim under the Plan and the Bond 5 Secured Claim Holders shall receive the Bond 5 Secured Claim Cash Payment in accordance with the Bond 5 Secured Claim Settlement Agreement.

2.8 Homco 61 LP and Homco 61 Affected Creditors (including Bond 6 Claim Holders)

- (a) The treatment of Homco 61 LP and the Homco 61 Affected Creditors under the Plan is conditioned on and subject to approval of the Homco 61 Plan by the Required Majority of the Homco 61 Affected Creditors (as each such term is defined in the Homco 61 Plan) and the Court.
- (b) In the event that the Homco 61 Plan is not approved by such Required Majority of Homco 61 Affected Creditors at the Homco 61 Creditors' Meeting, and the Court, then the aggregate Proven Claim of the Homco 61 Affected Creditors and Homco 61 LP for both voting and distribution purposes under this Plan shall be determined by the Monitor and/or the Court provided however that the Bond 6 Claim for voting purposes shall not be redetermined.
- (c) In the event that both the Plan is approved by the Required Majority of the Affected Creditors and the Court, and the Homco 61 Plan is approved by the Homco 61 Affected Creditors and the Court, then the aggregate Proven Claim of the Homco 61 Affected Creditors with a Homco 61 Affected Creditor HII Claim for voting purposes under this Plan shall be the full amount of their Claim in accordance with and as provided in the HII/Shareco Meeting Order and the Homco 61 Meeting Order. The aggregate Proven Claim of Homco 61 Affected Creditor with a Homco 61 Affected Creditor HII Claim for distribution purposes under the Plan shall be the Homco 61 Affected Creditor HII Deficiency Claim. At the Effective Time on the Plan Implementation Date the Homco 61 Affected Creditor HII Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred.

ARTICLE 3
CLASSIFICATION OF CREDITORS, VOTING CLAIMS
AND RELATED MATTERS

3.1 Classification of Creditors

For the purposes of considering, voting on and receiving distributions under the Plan, the Affected Creditors shall constitute a single class, the “**Unsecured Creditors’ Class**”.

3.2 Claims of Affected Creditors

- (a) Affected Creditors with Affected Claims that were less than or equal to Cdn\$10,000 in the aggregate as at the Claims Bar Date shall file a Convenience Class Claim Declaration with the Monitor on or before the deadline set out in the HII/Shareco Meeting Order. If any such Affected Creditor:
 - (i) makes a valid Convenience Class Claim Election in its Convenience Class Claim Declaration by the Election/Proxy Deadline, or does not return a Convenience Class Claim Declaration to the Monitor by the Election/Proxy Deadline, such Affected Creditor shall be deemed to vote in favour of the Plan and shall be entitled to receive only the Cash Elected Amount and no other Affected Creditors’ Entitlement under the Plan; or
 - (ii) does not make a Convenience Class Claim Election in its Convenience Class Claim Declaration, such Affected Creditor shall be entitled to:
 - (A) make a valid Newco Common Shares Cash-Out Option Election on or before the Election/Proxy Deadline and thereby shall be an Electing Creditor under the Plan and shall be deemed to vote in favour of the Plan and shall be entitled to receive (i) such Electing Creditor’s *pro rata* share of the Aggregate Newco Common Shares Final Cash-Out Amount, and (ii) such Electing Creditor’s Pro Rata Share of the Cash Pool and the Asset Realization Cash Pool; or
 - (B) vote its Voting Claim at the HII/Shareco Creditors’ Meeting in respect of the Plan and shall be entitled to receive its respective Affected Creditors’ Entitlement as provided for under and pursuant to the Plan;
- (b) Affected Creditors with Affected Claims that were greater than Cdn\$10,000 in the aggregate as at the Claims Bar Date (including Affected Creditors with Disputed Claims which have become Proven Claims) shall:
 - (i) not be entitled to make a Convenience Class Claim Election;
 - (ii) be entitled to:
 - (A) make a valid Newco Common Shares Cash-Out Option Election on or before the Election Proxy Deadline and thereby shall be an Electing Creditor and shall be deemed to vote in favour of the Plan

and shall be entitled to receive (i) such Electing Creditor's *pro rata* share of the Aggregate Newco Common Shares Final Cash-Out Amount, (ii) its Pro Rata Share of the Cash Pool and the Asset Realization Cash Pool; or

- (B) vote its Voting Claim at the HII/Shareco Creditors' Meeting in respect of the Plan and shall be entitled to receive its respective Affected Creditor's Entitlement provided for under and pursuant to the Plan.

3.3 Electing Creditors

- (a) For greater certainty the Newco Common Shares Cash-Out Option Election may only be made in respect of all of the Electing Creditor's entitlement to receive Newco Common Shares under the Plan.
- (b) Where an Electing Creditor validly makes a Newco Common Shares Cash-Out Option Election:
 - (i) Catalyst shall not and shall be deemed never to have acquired or held any right, title or interest in the Affected Claim of such Electing Creditor;
 - (ii) Such Electing Creditor shall be deemed to have received its Affected Creditors' Entitlement, and to have assigned, transferred and sold its entitlement to receive any Newco Common Shares to be issued to such Affected Creditor under and pursuant to the Plan to Catalyst in consideration for its *pro rata* share of the Aggregate Newco Common Shares Final Cash-Out Amount;
 - (iii) Such Electing Creditor shall be deemed to agree to waive that portion of its Disputed Claim if any relating to post-Filing Date interest accruing on its Affected Claim as and from April 26, 2013; and
 - (iv) Such Electing Creditor shall be deemed to agree that the face amount of any Disputed Claim of such Electing Creditor shall be deemed to be no greater than the face amount of such Claim as set out in such Electing Creditor's Proof of Claim on April 26, 2013 for purposes of determining such Electing Creditor's respective Affected Creditors' Entitlement;
- (c) For greater certainty, Catalyst shall not be entitled to make a Newco Common Shares Cash-Out Option Election in respect of its Catalyst Affected Claims.

3.4 Unaffected Claims

Unaffected Claims shall not be compromised under the Plan. No holder of an Unaffected Claim shall:

- (a) be entitled to make a Convenience Class Claim Election or a Newco Common Shares Cash-Out Option Election;
- (b) be entitled to vote on the Plan or attend at any HII/Shareco Creditors' Meeting; or
- (c) be entitled to or receive any Affected Creditors' Entitlement in respect of such Unaffected Claims, unless specifically provided for under and pursuant to the Plan.

3.5 Priority Claims

The Employee Priority Claims and the Government Priority Claims, if any, shall be paid on or after the Plan Implementation Date from the Administrative Reserve pursuant to and in accordance with Section 12.3(u) of the Plan, the HII/Shareco Sanction and Vesting Order and the CCAA.

3.6 HII/Shareco Creditors' Meeting

The HII/Shareco Creditors' Meeting shall be held in accordance with the Plan, the Claims Process Order, the HII/Shareco Meeting Order and any further Order of the Court. The only Persons entitled to attend the HII/Shareco Creditors' Meeting are representatives of the Homburg Group Members and Catalyst and their respective legal counsel and advisors, the Monitor and its legal counsel, the Corporate Indenture Trustees (other than Stichting Homburg Capital Securities) and their respective legal counsel and advisors, and all other Persons, including the other holders of proxies, entitled to vote at the HII/Shareco Creditors' Meeting and their legal counsel and advisors.

3.7 Voting

- (a) Each Affected Creditor in the Unsecured Creditors' Class who is entitled to vote at the HII/Shareco Creditors' Meeting, pursuant to and in accordance with the Claims Process Order, the HII/Shareco Meeting Order, the Plan and the CCAA, shall be entitled to one vote equal to the dollar value of its Affected Claim determined as a Voting Claim. Corporate Creditors under the Corporate Indentures who have beneficial ownership of a Voting Claim as of the HII/Shareco Record Date (other than holders of a Capital Securities Claim) shall be entitled to vote on the Plan at the HII/Shareco Creditors' Meeting pursuant to and in accordance with the HII/Shareco Meeting Order. Holders of Intercompany Claims shall not be entitled to vote on the Plan.
- (b) Convenience Class Creditors and Electing Creditors shall be deemed to vote in favour of the Plan.
- (c) In the case of the Homco 61 Affected Creditors including Bond 6 Claim Holders:
 - (i) if a Homco 61 Affected Creditor elects the Newco Common Shares Cash-Out Option under the Plan, Homco 61 LP will be deemed to make a corresponding election in respect of such Homco 61 Affected Creditor's *pro rata* share of the HII Homco 61 Distribution;

- (ii) for avoidance of doubt, all Homco 61 Affected Creditors with Proven Claims will be entitled to elect the Newco Common Shares Cash-Out Option in respect of their *pro rata* share of the HII Homco 61 Distribution; and
- (iii) in the event that a Bond 6 Claim Holder becomes an Electing Creditor, such Bond 6 Claim Holder shall be deemed to vote in favour the Plan.

3.8 Procedure for Valuing Voting Claims

The procedure for valuing Voting Claims and resolving disputes and entitlements to voting is set forth in the Claims Process Order, the HII/Shareco Meeting Order, the Plan and the CCAA. HII and the Monitor shall have the right to seek the assistance of the Court in valuing any Voting Claim in accordance with the Claims Process Order, the HII/Shareco Meeting Order and the Plan, if required, and to ascertain the result of any vote on the Plan.

3.9 Approval by Creditors

In order to be approved, the Plan must receive the affirmative vote in the Required Majority of the Unsecured Creditors' Class.

3.10 Guarantees and Similar Covenants

No Person who has a Claim under a Guarantee, surety, indemnity or similar covenant in respect of any Claim which is compromised under the Plan (such compromised Claim being the “Principal Claim”), or who has any right to claim over in respect of or to be subrogated to the rights of any Person in respect of a Principal Claim shall:

- (a) be entitled to any greater rights as against HII than the Person holding the Principal Claim;
- (b) be entitled to vote on the Plan to the extent that the Person holding the Principal Claim is voting on the Plan; or
- (c) be entitled to receive any distribution under the Plan to the extent that the Person holding the Principal Claim is receiving a distribution.

ARTICLE 4 CASH POOL, CASH RESERVES AND KERP FUND

4.1 Creation of the Cash Pool

On the Plan Implementation Date, HII and Shareco shall deliver to the Monitor by way of wire transfer(s) (in accordance with wire transfer instructions provided by the Monitor at least three (3) Business Days prior to the Plan Implementation Date) the aggregate of all their Cash net of the Cash Reserves pursuant to Section 12.3(r)(ii) of the Plan, which Cash shall be held by the Monitor as the Cash Pool. The Monitor shall hold the Cash Pool in the Cash Pool Account for distribution to Affected Creditors with Proven Claims and Disputed Claims (to the extent

such Disputed Claims subsequently become Proven Claims) pursuant to and in accordance with the Plan.

4.2 The Administrative Reserve

- (a) On the Plan Implementation Date, HII and Shareco shall deliver to the Monitor by way of wire transfer(s) (in accordance with wire transfer instructions provided by the Monitor at least three (3) Business Days prior to the Plan Implementation Date) the amount of the Administrative Reserve. The Monitor shall hold the Administrative Reserve in the Administrative Reserve Account for the purpose of paying the Administrative Reserve Costs in accordance with the Plan, with any remaining balance to be contributed to the Cash Pool for distribution to the Affected Creditors with Proven Claims and Disputed Claims (to the extent such Disputed Claims subsequently become Proven Claims) pursuant to and in accordance with the Plan.
- (b) The Monitor shall pay the Administrative Reserve Costs from the Administrative Reserve Account as same become due from and after the Plan Implementation Date.

4.3 The Disputed Claims (Cash) Reserve

On the Plan Implementation Date, HII and Shareco shall deliver to the Monitor by way of wire transfer(s) (in accordance with wire transfer instructions provided by the Monitor at least three (3) Business Days prior to the Plan Implementation Date) the amount of the Disputed Claims (Cash) Reserve. The Monitor shall hold the Disputed Claims (Cash) Reserve in the Disputed Claims Reserve Account for the purpose of paying amounts to Affected Creditors in respect of their Disputed Claims which have become Proven Claims in accordance with the Plan, the Claims Process Order and the HII/Shareco Meeting Order, with any remaining balance (once all Disputed Claims have been finally determined) to be contributed by the Monitor to the Cash Pool for distribution to the Affected Creditors with Proven Claims under and in accordance with the Plan.

4.4 The Litigation Reserve

On the Plan Implementation Date, HII and Shareco shall deliver to the Monitor by way of wire transfer(s) (in accordance with wire transfer instructions provided by the Monitor at least three (3) Business Days prior to the Plan Implementation Date) the amount of the Litigation Reserve. The Monitor shall hold the Litigation Reserve in the Litigation Reserve Account for the purpose of paying and shall pay the Litigation Reserve Costs, with any remaining balance to be contributed by the Monitor with the approval of the Liquidation Advisory Committee to the Cash Pool for distribution to the Affected Creditors with Proven Claims and Disputed Claims (to the extent that such Disputed Claims subsequently become Proven Claims) in accordance with the Plan.

4.5 The KERP Fund

On the Plan Implementation Date, the Monitor shall continue to hold the KERP Fund for payment in accordance with the KERPS, and the Monitor shall pay the KERPS to the holders of proven KERP Claims in accordance with their entitlements.

ARTICLE 5 CASH-OUT POOL, DISPUTED CLAIMS (CASH-OUT) RESERVE

5.1 Creation of the Cash-Out Pool

- (a) Within two (2) Business Days following the Election/Proxy Deadline, HII and the Monitor shall advise Catalyst of the aggregate of (i) the amount of Proven Claims of Electing Creditors who have validly elected the Newco Common Shares Cash-Out Option, and (ii) the amount of Disputed Claims of Electing Creditors who have validly elected the Newco Common Shares Cash-Out Option, and (iii) the total Proven Claims of all Affected Creditors, and shall provide to Catalyst all information reasonably required to verify such amounts.
- (b) On the fifth (5th) Business Day prior to the Plan Implementation Date, Catalyst shall deliver the Catalyst Investment Initial Funding Amount (net of the Catalyst Deposit) to the Monitor by way of wire transfer(s) in accordance with wire transfer instructions provided by the Monitor at least three (3) Business Days before such date.
- (c) The Catalyst Investment Initial Funding Amount so delivered in (b) and the Catalyst Deposit, net of the Disputed Claims (Cash-Out) Reserve which shall be segregated in accordance with Section 5.2 below, shall be held in trust by the Monitor until the Plan Implementation Date, whereupon such funds shall form the Cash-Out Pool. The Monitor shall hold the Cash-Out Pool in the Cash-Out Pool Account for distribution to Electing Creditors with Proven Claims and Disputed Claims (to the extent such Disputed Claims subsequently become Proven Claims) pursuant to and in accordance with Article 9 of the Plan.

5.2 The Disputed Claims (Cash-Out) Reserve

- (a) On the Plan Implementation Date, the Monitor shall segregate the Disputed Claims (Cash-Out) Reserve and shall hold the Disputed Claims (Cash-Out) Reserve in the Disputed Claims (Cash-Out) Reserve Account for the purpose of paying amounts to Electing Creditors in respect of the portion of their Disputed Claims, if any, which have become Proven Claims within twelve (12) months following the Plan Implementation Date in accordance with the Plan, the Claims Process Order and the HII/Shareco Meeting Order.
- (b) If a Disputed Claim of an Electing Creditor for which a Newco Common Shares Cash-Out Option Election has been made does not become a Proven Claim in whole or in part within the twelve (12) month period following the Plan Implementation Date, any such election shall be null and void under the Plan and such Affected Creditor shall not be treated as an Electing Creditor under the Plan.

The Monitor and Catalyst will make any appropriate adjustments to the Newco Common Shares Cash-Out Price.

- (c) Within thirty (30) days following final determination by the Monitor of the Aggregate Newco Common Shares Final Cash-out Amount, the Monitor shall pay to Catalyst the Catalyst Investment Adjustment Amount, if any.

ARTICLE 6 DISPUTED CLAIMS (NEWCO SHARES) RESERVE

6.1 Disputed Claims (Newco Shares) Reserve

On the Plan Implementation Date, the Disputed Claims (Newco Shares) Reserve shall be established by the Monitor from the Newco Common Shares issued to the Monitor or its designate which Disputed Claims (Newco Shares) Reserve shall be held by the Monitor or its designate on behalf of and for the purposes of distributing such Newco Common Shares to Affected Creditors (other than Convenience Class Creditors or Electing Creditors) in respect of their Disputed Claims which have become Proven Claims in accordance with the Plan, the Claims Process Order and the HII/Shareco Meeting Order, with any remaining Newco Common Shares in respect of all or part of a Disputed Claim that is determined to not be a Proven Claim to be transferred at that time by the Monitor or its designate to Newco for cancellation for no consideration (such cancelled shares, the “**Cancelled Newco Common Shares**”).

6.2 No Liability

The Monitor or its designate shall hold the Newco Common Shares issued to it on the Initial Distribution Date in respect of an Affected Creditor’s Disputed Claim pursuant to Section 10.2 of the Plan until the earlier of:

- (a) a transfer of such Newco Common Shares to such Affected Creditor on a Distribution Date in respect of such Affected Creditor’s Proven Claim, in the event such Affected Creditor’s Disputed Claim becomes a Proven Claim, in whole or in part, in accordance with Section 10.2(a) of the Plan; or
- (b) the Final Distribution Date, in the event such Affected Creditor’s Disputed Claim, in whole or in part, is finally determined to be invalid, in which case the portion of such Newco Common Shares relating to such invalid Disputed Claim shall be donated to Newco for cancellation for no consideration in accordance with Section 10.3 of the Plan.

The Monitor or its designate shall have no authority to transfer Newco Common Shares to any Person other than in accordance with the Plan. The Monitor or its designate shall have no personal liability relating to holding the Newco Common Shares in the Disputed Claims (Newco Shares) Reserve, or in relation to Newco Common Shares being held in escrow pursuant to Section 9.2 including without limitation for any loss arising out of fluctuations in the market value of the Newco Common Shares while held in the Disputed Claims (Newco Shares) Reserve, other than its obligation to transfer shares from the Disputed Claims (Newco Shares) Reserve pursuant to and in accordance with the Plan. The Monitor or its designate shall not exercise any voting rights in respect of the Newco Common Shares.

ARTICLE 7
REALIZATION OF NON-CORE BUSINESS ASSETS

7.1 Realization of Non-Core Business Assets

Pursuant to the Plan and the HII/Shareco Sanction and Vesting Order, from and after the Plan Implementation Date, the Monitor:

- (a) shall take control and manage any bank accounts of any of the Non-Core Business Entities;
- (b) shall pay any ongoing Administrative Reserve Costs;
- (c) shall, subject to Section 7.1(j) hereof, liquidate the Non-Core Business Entities' Assets and realize any of the Non-Core Business Assets;
- (d) shall be entitled to forgive on behalf of HII after the disposition of the Non-Core Business Entity's Assets, any of the loans from HII to any relevant Non-Core Business Entity;
- (e) shall pay the Asset Realization Costs from the Non-Core Business Asset Gross Proceeds;
- (f) shall contribute any Non-Core Business Asset Net Proceeds to the Asset Realization Cash Pool for payment to Affected Creditors (other than Convenience Class Creditors) with Proven Claims and Disputed Claims (to the extent such Disputed Claims subsequently become Proven Claims) pursuant to and in accordance with the Plan;
- (g) shall determine whether any Non-Core Business Entity is in fact or has become an Insolvent Person and should be assigned into bankruptcy with the prior approval of the Liquidation Advisory Committee;
- (h) may assign or cause to be assigned HII, or any Non-Core Business Entity which is not yet in bankruptcy proceedings into bankruptcy, and, to the extent that HII and any such Non-Core Business Entity is incorporated or formed under Canadian federal or provincial law, the Monitor shall be entitled but not obligated to act as Trustee in Bankruptcy thereof;
- (i) shall be considered an "interested person" pursuant to section 206.1 of the ABCA and the Monitor shall be entitled but not obligated to apply to the Court for a dissolution or a liquidation and dissolution of HII or any Non-Core Business Entity formed under the ABCA or any other applicable corporate law;
- (j) may on behalf of HII or any Homburg Group Member, prepare, file, negotiate and if necessary litigate any Bankruptcy Claim in any bankruptcy estate of a Non-Core Business Entity, whether or not the Monitor is also acting as Trustee in Bankruptcy of such Non-Core Business Entity; and

- (k) shall receive distributions in respect of any Bankruptcy Claim and contribute any such distributions to the Asset Realization Cash Pool for distribution to Affected Creditors (other than Convenience Class Creditors) with Proven Claims and Disputed Claims (to the extent such Disputed Claims subsequently become Proven Claims) pursuant to and in accordance with the Plan.

7.2 Litigation Claims

On the Plan Implementation Date, pursuant to the HII/Shareco Sanction and Vesting Order:

- (a) all Litigation Claims shall be administered by the Monitor on behalf and for the benefit of the Affected Creditors;
- (b) the Monitor, upon direction of the Liquidation Advisory Committee, and the exercise of their collective reasonable business judgment, shall in an efficient and responsible manner take all advisable steps to investigate and assess any Litigation Claim or Creditor Cause of Action and the Monitor shall report to the Liquidation Advisory Committee in respect of such Litigation Claim or Creditor Cause of Action, it being understood that the Monitor shall not bear any liability in respect of Litigation Claims and Creditor Causes of Action, whether or not asserted;
- (c) the Monitor shall be authorized but not obligated to prosecute and/or settle any Litigation Claim on prior consultation with and the approval of the Liquidation Advisory Committee;
- (d) any Litigation Proceeds shall be contributed by the Monitor to the Asset Realization Cash Pool and deposited to the Cash Pool Account for distribution to Affected Creditors (other than Convenience Class Creditors) with Proven Claims and Disputed Claims (to the extent such Disputed Claims subsequently become Proven Claims) pursuant to and in accordance with the Plan;
- (e) the Litigation Reserve Costs shall be reimbursed from the Litigation Reserve; and
- (f) prior to the Final Distribution Date, upon determination by the Liquidation Advisory Committee that no Litigation Claims or Creditor Causes of Action remain to be investigated or that no Litigation Claims remain to be prosecuted by the Monitor, any amounts remaining in the Litigation Reserve shall be contributed by the Monitor to the Cash Pool for distribution to Affected Creditors with Proven Claims pursuant to and in accordance with the Plan.

7.3 Non-Core Business Entity Creditors

For greater certainty, Non-Core Business Entity Creditors shall be Unaffected Creditors under the Plan. Any realization or liquidation of a Non-Core Business Entity's Assets, shall be subject to such Non-Core Business Entity's Creditor Claims, which Non-Core Business Entity's Creditor Claims shall be satisfied by the relevant Non-Core Business Entity in full or otherwise provided for as agreed to by the Monitor to the satisfaction of the relevant Non-Core Business

Entity Creditors or in the event of a bankruptcy otherwise dealt with in accordance with Applicable Laws.

7.4 Creation of Asset Realization Cash Pool

From and after the Plan Implementation Date, the Monitor shall establish the Asset Realization Cash Pool from the Non-Core Business Asset Net Proceeds, which shall be net of the Disputed Claims (Asset Realization) Reserve, and such Asset Realization Cash Pool shall be deposited to the Cash Pool Account.

7.5 The Disputed Claims (Asset Realization) Reserve

After the Plan Implementation Date, as authorized and directed by the HII/Shareco Sanction and Vesting Order, the Monitor shall establish the Disputed Claims (Asset Realization) Reserve from the Non-Core Business Asset Net Proceeds. The Disputed Claims (Asset Realization) Reserve shall be held by the Monitor in the Disputed Claims Reserve Account, from which the Monitor shall pay amounts to Affected Creditors (other than Convenience Class Creditors) in respect of their Disputed Claims which have become Proven Claims in accordance with the Plan, the Claims Process Order and the HII/Shareco Meeting Order.

7.6 The Administration Charge

The Administration Charge shall continue to and shall secure the Bankruptcy Trustee Fees in connection with the bankruptcy of any Non-Core Business Entity to the extent that there is insufficient value in such bankruptcy estate to satisfy such Bankruptcy Trustee Fees.

ARTICLE 8 LIQUIDATION ADVISORY COMMITTEE

8.1 Constitution of Liquidation Advisory Committee

The Liquidation Advisory Committee shall be constituted on the Plan Implementation Date pursuant to the HII/Shareco Sanction and Vesting Order and the Plan. The Monitor shall meet with the Liquidation Advisory Committee at least quarterly or more frequently as the Liquidation Advisory Committee deems necessary or prudent. The members of the Liquidation Advisory Committee shall be entitled to reasonable compensation for their fees and disbursements relating to their service on the Liquidation Advisory Committee in an amount to be agreed upon by such members and the Monitor, which fees and disbursements shall form part of the Administrative Reserve Costs to be funded from the Administrative Reserve Account.

8.2 Liquidation of Non-Core Business Entities' Assets and Realization of Non-Core Business Assets

The Monitor shall consult with the Liquidation Advisory Committee and keep it apprised regarding the liquidation of the Non-Core Business Entities' Assets and the realization of the Non-Core Business Assets. In particular, the Monitor shall advise the Liquidation Advisory Committee of the terms of any proposed sale of any Non-Core Business Entities' Assets and shall require the approval of the Liquidation Advisory Committee to complete such sale. In the

event that the approval of the Liquidation Advisory Committee is not forthcoming, the Monitor shall so advise the Court and seek instructions thereon.

8.3 Bankruptcy of Non-Core Business Entities

The Monitor shall apprise the Liquidation Advisory Committee of the assignment into bankruptcy of any Non-Core Business Entity.

8.4 Litigation Claims

Pursuant to Section 7.2 of the Plan, the Monitor shall consult with and require the approval of the Liquidation Advisory Committee with respect to the commencement, prosecution or settlement of any Litigation Claim.

ARTICLE 9 PROVISIONS REGARDING DISTRIBUTIONS AND PAYMENTS

9.1 Distributions to Affected Creditors

The Affected Creditors with Proven Claims shall receive the distributions provided herein in full satisfaction of such Proven Claims in accordance with the terms of the Plan, and on the Plan Implementation Date, all Affected Claims will be affected and compromised, settled, released and discharged in accordance with the terms of the Plan, the HII/Shareco Sanction and Vesting Order and the CCAA. From and after the Plan Implementation Date, subject to the Newco Common Shares Standstill Period provided for Article 11:

- (a) Each Convenience Class Creditor with a Proven Claim for distribution purposes who has validly made a Convenience Class Claim Election shall receive, from the Cash Pool, the Cash Elected Amount in respect of its Convenience Class Claim;
- (b) Each Affected Creditor with a Proven Claim for distribution purposes who has validly made a Newco Common Shares Cash-Out Option Election shall be treated as an Electing Creditor and shall receive:
 - (i) for such Electing Creditor's entitlement to Newco Common Shares, an amount equal to the Newco Common Shares Cash-Out Price multiplied by that number of Newco Common Shares which would have otherwise been issued to such Electing Creditor under the Plan (which number of shares would have been its Pro Rata Share of the Newco Equity Pool); and
 - (ii) such Electing Creditor's respective Pro Rata Share of the Cash Pool and the Asset Realization Cash Pool;
- (c) Each Affected Creditor with a Proven Claim who is not an Electing Creditor (including for greater certainty Catalyst in respect of Catalyst Affected Claims) shall receive its respective Pro Rata Share of the following:
 - (i) The Newco Equity Pool;

- (ii) The Cash Pool; and
- (iii) The Asset Realization Cash Pool; and
- (d) Catalyst shall receive the Newco Common Shares of the Electing Creditors with Proven Claims who have made a Newco Common Shares Cash-Out Option Election (which number of shares would have been such Electing Creditors' Pro Rata Share of the Newco Equity Pool), and those provisions of the Plan that apply to Affected Creditors (other than the Convenience Class Creditors) shall apply to Catalyst in respect of the foregoing distributions *mutatis mutandis* except as otherwise provided for herein.

9.2 Distribution Mechanics – Newco Common Shares

In order to effect the distribution of Newco Common Shares on the Initial Distribution Date to Affected Creditors (other than Convenience Class Creditors) with Proven Claims and to the Monitor in respect of Disputed Claims, the following steps will be taken from and after the Plan Implementation Date (and where reference is made to the Monitor holding Newco Common Shares, it is holding same on behalf of Affected Creditors (other than Convenience Class Creditors) with Disputed Claims that are finally determined to be Proven Claims):

- (a) On or before the Distribution Materials Record Date, the Monitor shall send a blank Letter of Instruction by prepaid first class mail, courier, email or facsimile to each Affected Creditor (other than a Convenience Class Creditor) who has a Proven Claim and who is not an Electing Creditor, and to each Affected Creditor (other than a Convenience Class Creditor) with a Disputed Claim (whether or not such Affected Creditor is an Electing Creditor) in order that the Distribution Materials Record Date take effect, to the address for such Affected Creditor specified in such Affected Creditor's Proof of Claim, or as evidenced by any assignment or transfer in accordance with Sections 9.11 and 9.12 of the Plan; provided however, that in the case of the Corporate Creditors having Corporate Creditor Claims under the Corporate Indentures, the Monitor shall send by email, facsimile, and/or courier a blank Letter of Instruction to each Corporate Indenture Trustee for completion on behalf of such Corporate Creditors;
- (b) Each Affected Creditor (other than a Convenience Class Creditor or Electing Creditor), including each Corporate Indenture Trustee on behalf of its respective Corporate Creditors, shall deliver to the Monitor a duly completed and executed Letter of Instruction that must be received by the Monitor at least seven (7) days before the Plan Implementation Date or such other date as the Monitor may agree;
- (c) Catalyst shall deliver to the Monitor a duly completed Letter of Instruction in respect of its Catalyst Affected Claims, as well as in respect of the Affected Creditors' Entitlements to which it is entitled under the Plan, which must be received by the Monitor at least seven (7) days before the Plan Implementation Date or such other date as the Monitor and Catalyst may agree;
- (d) The Monitor shall deliver a direction to Newco or its agent, as applicable, directing Newco or its agent, as applicable, to issue Newco Common Shares to:

- (i) Affected Creditors (other than Convenience Class Creditors) with Proven Claims who are not Electing Creditors;
 - (ii) Catalyst;
 - (iii) the Monitor or its designate in respect of Affected Creditors (other than Convenience Class Creditors) with Disputed Claims whether or not such Affected Creditors with Disputed Claims are Electing Creditors; or
 - (iv) the Monitor or its designate in respect of Affected Creditors who have provided a Letter of Instruction that is incomplete such that it does not allow Newco Common Shares to be recorded in accordance with the rules of the Trading Platform;
- (e) The Monitor's direction shall be based on information received by the Monitor in accordance with this Section 9.2 (a), (b) and (c) above and Newco and the Monitor shall be entitled to rely on such information as is without verifying same. The Monitor's direction shall include the following information:
- (i) registration and delivery details of each such Affected Creditor listed therein (including Catalyst) as required in connection with the Trading Platform; and
 - (ii) the number of Newco Common Shares to be issued by Newco to each such Affected Creditor, Catalyst and the Monitor listed therein on such Distribution Date;
- (f) Newco or its agent, as applicable (at the expense of HII) shall cause the Trading Platform, and/or any transfer agent as applicable, to make the required entries recording the total number of Newco Common Shares that are to be issued to all Affected Creditors (other than Convenience Class Creditors but including Catalyst in respect of Catalyst Affected Claims) with Proven Claims pursuant to and in accordance with the Plan and to Catalyst (in respect of the Newco Common Shares in respect of which an Electing Creditor with a Proven Claim made a Newco Common Shares Cash-Out Option Election), and shall send to such Affected Creditor and Catalyst a DRS Transaction Advice or similar notice appropriate to the Trading Platform, and/or any transfer agent as applicable, to the address of such Affected Creditor specified in such Affected Creditor's Letter of Instruction;
- (g) Newco, or its agent, as applicable (at the expense of HII), shall cause the Trading Platform, and/or any transfer agent as applicable, to make the required entries recording the total number of Newco Common Shares that are to be issued to the Monitor or its designate in respect of the Disputed Claims of Affected Creditors whether or not they are Electing Creditors and to be deposited to the Disputed Claims (Newco Shares) Reserve, and held by the Monitor or its designate for distribution pursuant to and accordance with the Plan, and shall deliver to the Monitor a DRS Transaction Advice or similar notice appropriate to the Trading Platform and or any transfer agent as applicable;

- (h) If a Homburg Group Member is an Affected Creditor with a Proven Claim and entitled to receive Newco Common Shares on the Initial Distribution Date and such Claim is classified as a Corporate Creditor Claim, Newco shall issue such Newco Common Shares to the Incorporation Foundation which shall have given an irrevocable power of attorney to its Dutch notary to immediately thereafter transfer such Newco Common Shares to such Homburg Group Member;
- (i) With respect to the distributions to be made to Affected Creditors (other than Convenience Class Creditors) with Proven Claims pursuant to the Plan, no fractional Newco Common Shares will be issued. Recipients of Newco Common Shares will have their share entitlements adjusted downwards to the nearest whole number of Newco Common Shares to eliminate any such fractions and no compensation will be given for the fractional interest. On the Final Distribution Date, to the extent any Newco Common Shares remain with the Monitor or its designate as a result of the downward adjustments to eliminate fractions made in connection with the issuance of Newco Common Shares on such day, those remaining Newco Common Shares shall be transferred to Newco for no consideration and will subsequently be cancelled;
- (j) An Affected Creditor (other than a Convenience Class Creditor or an Electing Creditor) with a Proven Claim that does not return a Letter of Instruction to the Monitor shall be deemed to direct the Monitor to cause such Affected Creditor's Newco Common Shares to be recorded (to the extent possible) in the book entry system of the Trading Platform and/or any transfer agent as applicable, in accordance with the information set out in such Affected Creditor's Proof of Claim and otherwise in Newco's shareholder register. In the event that such information set out in the Affected Creditor's Proof of Claim or a Letter of Instruction is incomplete such that it does not allow the Monitor to cause such Affected Creditor's Newco Common Shares to be recorded in accordance with the rules of the Trading Platform, such Newco Common Shares, once issued, shall be held in escrow by the Monitor and be distributed by the Monitor once the Letter of Instruction is received with appropriate information after the Newco Common Shares Standstill Period. The Monitor shall be entitled to exercise reasonable steps in its discretion to obtain any missing Letter of Instruction or to determine any missing information contained therein ; and
- (k) Notwithstanding the foregoing, all Newco Common Shares shall in fact be held in the manner appropriate to the Trading Platform, and/or any transfer agent as applicable, to give effect to the Newco Common Shares Standstill Period, such manner of holding to be agreed to by HII, Stichting Homburg Bonds and Catalyst, acting reasonably, and the Monitor. Such Newco Common Shares shall be delivered to the proper recipients thereof upon the expiration of the Newco Common Shares Standstill Period in accordance with the Plan.

9.3 Distribution Mechanics – Cash-Out Pool

- (a) From and after the Plan Implementation Date, and in any event no later than ten (10) Business Days following the Plan Implementation Date, the Monitor shall act as a disbursing agent and shall disburse to each Electing Creditor with a Proven

Claim as at the Plan Implementation Date who has validly exercised the Newco Common Shares Cash-Out Option Election, an initial amount in the Monitor's sole discretion in partial satisfaction of each such Electing Creditor's respective *pro rata* share of the Aggregate Newco Common Shares Final Cash-Out Amount.

- (b) The Monitor shall not make the disbursements in Section 9.3(a) above to each Electing Creditor but shall hold such amounts in escrow until the Newco Common Shares in respect of such Newco Common Shares Cash-Out Price is to be paid have been issued and delivered to the Monitor in trust for the benefit of Catalyst (subject only to the expiry of the Newco Common Shares Standstill Period), and for greater certainty, upon actual delivery of such Newco Common Shares to the Monitor, the Monitor shall make the disbursements in (a) above to each such Electing Creditor.
- (c) From and after the date of the initial disbursements referenced in Section 9.3(a) above, the Monitor will make, pursuant to the Plan, further partial contributions from time to time from the Disputed Claims (Cash-Out) Reserve to the Cash-Out Pool as Disputed Claims of Electing Creditors who have validly exercised the Newco Common Shares Cash-Out Option Election are resolved.
- (d) If a Disputed Claim of an Electing Creditor is finally determined in accordance with the Claims Process Order, the Plan, and the HII/Shareco Meeting Order prior to the expiry of such twelve (12) months period following the Plan Implementation Date, then:
 - (i) the Monitor shall make the appropriate adjustment to the Cash-Out Pool and to the Disputed (Cash-Out) Reserve, on prior written notice to Catalyst; and
 - (ii) the Monitor shall make a disbursement from the Cash-Out Pool to such Electing Creditor in respect of its Proven Claim in accordance with this Section 9.3, and Catalyst shall become entitled to receive and the Monitor shall distribute to Catalyst (i) those Newco Common Shares in respect of which such Electing Creditor was otherwise entitled in accordance with Section 9.2, (which number of Newco Common Shares would have been such Electing Creditor's Pro Rata Share of the Newco Equity Pool (Interim) at such time), and Sections 9.2 and 10.2(a) shall apply *mutatis mutandis* to Catalyst, and (ii) any corresponding payment as a result of the adjustment made in Section 9.3(d)(i);
- (e) From time to time, the Monitor shall make further disbursements from the Cash-Out Pool in its sole discretion to the Electing Creditors with Proven Claims in respect of and to be credited towards their *pro rata* share of the Aggregate Newco Common Shares Final Cash-Out Amount.
- (f) Once the Disputed Claims of all Affected Creditors (including the Disputed Claims of the Electing Creditors) have been finally resolved, and any funds in the Disputed Claims Cash-Out Reserve contributed to the Cash-Out Pool pursuant to Section 9.3(c) above, the Newco Common Shares Cash-Out Price shall be

determined. The Monitor shall act as disbursing agent and shall make final disbursements from the Cash-Out Pool in such amount as is required to satisfy each Electing Creditors' entitlement to receive its respective *pro rata* share of the Aggregate Newco Common Share Final Cash-Out Amount. Following the satisfaction in full of all such Electing Creditors' entitlements,

- (i) the Monitor shall remit any balance remaining in the Cash-Out Pool to Catalyst; and
 - (ii) Catalyst shall thereafter receive a distribution of the Newco Common Shares which would otherwise have been issued to an Affected Creditor with a Proven Claim who has validly made a Newco Common Shares Cash-Out Option Election, (which number of shares would have been such Affected Creditor's Pro Rata Share of the Newco Equity Pool (Final)), and Sections 9.2 and 10.2(a) shall apply *mutatis mutandis* to Catalyst. The Newco Common Shares issued by Newco to Catalyst shall be held by the Monitor or its designate in escrow for the benefit of Catalyst and shall not be delivered to Catalyst until the expiry of the Newco Common Shares Standstill Period.
- (g) Any interest accrued on funds in the Cash-Out Pool and the Disputed Claims Cash-Out Reserve shall be for the account of Catalyst.

9.4 Distribution Mechanics – Cash Pool

- (a) From and after the Initial Distribution Date and each subsequent Distribution Date, the Cash Pool shall be distributed by the Monitor, on behalf and for the account of HII and Shareco, as follows:
 - (i) each Convenience Class Creditor with a Proven Claim shall receive a distribution from the Cash Pool in an amount equal to the Cash Elected Amount in accordance with the Convenience Class Claim Declaration filed by or on behalf of such Affected Creditor (or in the absence of a Convenience Class Claim Declaration in accordance with such Affected Creditors' Proof of Claim); and
 - (ii) after the payments in Section 9.4(a)(i) above, each Affected Creditor (other than a Convenience Class Creditor) with a Proven Claim shall receive a distribution from the remaining Cash Pool in an amount equal to its Pro Rata Share of such Cash Pool in accordance with the Letter of Instruction or Proxy filed by or on behalf of such Affected Creditor (or in the absence thereof in accordance with such Affected Creditor's Proof of Claim).
- (b) Notwithstanding any other provision in the Plan, each holder of a Proven Claim that is a Corporate Bond Claim or a Mortgage Bond Claim shall receive at the time of the first distribution from the Cash Pool in the amount of its Pro Rata Share of the Cash Pool (after distributions to Convenience Class Creditors with Proven Claims) that is net of an amount equal to each such holder's allocation of

the Stichting Advances pursuant to the Funding Order and the extraordinary resolutions adopted by the holders of the Corporate Bond Claims and the Mortgage Bond Claims on May 9 and 10, 2012 (namely on a pro rata basis, based on the amount to be distributed or paid in respect of each Corporate Bond Claim or Mortgage Bond Claim as a percentage of the total amount to be distributed in respect of all Corporate Bond Claims or Mortgage Bond Claims). For greater certainty, for the purpose of this allocation, (i) each holder of a Corporate Bond Claim or a Mortgage Bond Claim will be deemed to receive its entitlement to the Newco Common Shares, based on the estimated value of the Newco Common Shares included in the Information Circular, notwithstanding whether such holder is an Electing Creditor or not, and (ii) in the event that the properties of Homco 52 LP or Homco 88 LP, which are the object of a security in favour of respectively the Bond 4 Claim Holders and the Bond 7 Claim Holders, are not sold at the time of the first distribution from the Cash Pool, the amount of the distribution or payment attributed to the Bond 4 Claim Holders or the Bond 7 Claim Holders will include an estimate of their eventual recovery from their respective security on said properties. On the Plan Implementation Date, the obligation of the Petitioners to pay such Stichting Advances shall be deemed to have been satisfied in full.

9.5 Distribution Mechanics –Asset Realization Cash Pool and Non-Core Business Asset Notes

- (a) The Monitor shall hold the Non-Core Business Asset Notes on behalf of the Affected Creditors (other than Convenience Class Creditors) with Proven Claims until such time as the Asset Realization Cash Pool has been distributed in full by the Monitor.
- (b) The Asset Realization Cash Pool shall be distributed by the Monitor, on behalf of and for the account of HII, on a Distribution Date as follows:
 - (i) Each Affected Creditor (other than a Convenience Class Creditor) with a Proven Claim shall receive a distribution by the Monitor from the Asset Realization Cash Pool in the amount of its Pro Rata Share of such Asset Realization Cash Pool in accordance with the Letter of Instruction or Proxy filed by or on behalf of such Affected Creditor (or in the absence thereof in accordance with such Affected Creditor's Proof of Claim); and
 - (ii) Upon each distribution on a Distribution Date, the amounts evidenced under each of the Non-Core Business Asset Notes shall be reduced by the amounts of such distributions to such Affected Creditors.

9.6 The Capital Securities Claims and the Taberna Claim

- (a) Notwithstanding any other provision in the Plan, the holders of the Capital Securities Claims shall not be entitled to receive any distribution on account of the Capital Securities Claims under the Plan, but for greater certainty the Capital Securities Claims shall be affected, compromised, settled, released, discharged, cancelled and barred under the Plan.

- (b) Notwithstanding any other provision in the Plan, HII and the Monitor shall comply with the Taberna Order in making any distributions on account of the Taberna Claim under the Plan. To the extent that the Taberna Order directs that the distribution entitlement under the Plan in respect of the Taberna Claim shall be remitted to any Person or Persons other than the holders of the Taberna Claim, any Newco Common Shares Cash-Out Election made by any holders of the Taberna Claim shall be null and void.

9.7 Administrative Reserve Costs

On the Plan Implementation Date, the Administrative Reserve Account will be funded in accordance with Section 4.2(a) of the Plan and the HII/Shareco Sanction and Vesting Order and the Monitor shall pay the Administrative Reserve Costs from and after the Plan Implementation Date in accordance with the Plan.

9.8 Currency

Unless specifically provided for in the Plan or the HII/Shareco Sanction and Vesting Order, for the purposes of voting or distribution under the Plan, a Claim shall be denominated in Canadian dollars and all payments and distributions to the Affected Creditors on account of their Proven Claims shall be made in Canadian dollars. Any Claim in a currency other than Canadian dollars must be converted to Canadian dollars, and such amount shall be regarded as having been converted at the noon spot rate of exchange quoted by the Bank of Canada for exchanging such currency to Canadian dollars as at the HII Filing Date, which rate is Cdn\$1.3626: EUR1.0000, and Cdn\$0.9971: US\$1.

9.9 Interest and Fees

Interest shall not accrue or be paid on Affected Claims after the HII Filing Date, and no holder of an Affected Claim shall be entitled to interest accruing nor to fees and expenses incurred in respect of an Affected Claim on or after the HII Filing Date and any Claims in respect of interest accruing or fees and expenses incurred on or after the HII Filing Date shall be deemed to be forever extinguished and released.

9.10 Treatment of Undeliverable Distributions

- (a) If any Affected Creditor's distribution by way of cheque or wire transfer is returned as undeliverable or is not cashed, no further distributions to such Affected Creditor shall be made unless and until the Monitor is notified by such Affected Creditor of such Affected Creditor's current address or wire particulars, at which time all such distributions shall be made to such Affected Creditor without interest. All claims for undeliverable or un-cashed distributions in respect of Proven Claims must be made on or before the deadline specified in the Notice of Final Distribution, after which date the Proven Claims of any Affected Creditor or successor of such Affected Creditor with respect to such unclaimed or un-cashed distributions shall be forever discharged and forever barred, without any compensation therefor, notwithstanding any Applicable Laws to the contrary, at which time the Cash amount held by the Monitor in relation to such Proven Claim shall be returned to the Cash Pool or the Asset Realization Cash Pool as the case

may be. Nothing contained in the Plan shall require the Monitor to attempt to locate any holder of a Proven Claim.

- (b) If any Affected Creditor's Newco Common Shares are still held in escrow by the Monitor pursuant to Section 9.2 at the time of the Notice of Final Distribution, the applicable Letter of Instruction or missing information in relation thereto must be made on or before the deadline specified in the Notice of Final Distribution, after which date the Proven Claim of any Affected Creditor or successor of such Affected Creditor with respect to such Newco Common Shares shall be forever discharged and barred without any compensation therefor notwithstanding any applicable laws to the contrary, at which time the Newco Common Shares shall be transferred to Newco by the Monitor for cancellation for no consideration.

9.11 Assignment of Claims for Voting and Distribution Purposes – Prior to the HII/Shareco Creditors' Meeting

Subject to any restrictions contained in Applicable Laws, an Affected Creditor may transfer or assign the whole of its Claim prior to the HII/Shareco Creditors' Meeting provided that HII shall not be obliged to deal with any such transferee or assignee as an Affected Creditor in respect thereof, including allowing such transferee or assignee to vote at the HII/Shareco Creditors' Meeting, unless and until (i) actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by HII and the Monitor on or prior to the HII/Shareco Record Date or (ii) the name of such transferee or assignee appears as of the HII/Shareco Record Date as the holder of such transferred or assigned Voting Claim in accordance with the HII/Shareco Meeting Order. Thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Process Order and the HII/Shareco Meeting Order constitute an Affected Creditor and shall be bound by any and all notices previously given to the transferor or assignor in respect of such Claim. For greater certainty, partial transfers or assignments of Claims shall not be recognized by HII or the Monitor.

9.12 Assignment of Claims for Distribution Purposes After the HII/Shareco Creditors' Meeting

Subject to any restrictions contained in Applicable Laws, an Affected Creditor (other than a Convenience Class Creditor or Electing Creditors) may transfer or assign the whole of its Claim after the HII/Shareco Creditors' Meeting provided that the Monitor shall not be obliged to make distributions to any such transferee or assignee or otherwise deal with such transferee or assignee as an Affected Creditor in respect thereof unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment and a duly completed and executed Letter of Instruction has been received by HII and the Monitor; thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Process Order, the HII/Shareco Meeting Order and the Plan constitute an Affected Creditor and shall be bound by notices given and steps taken in respect of such Claim. For greater certainty, partial transfers or assignments of Claims shall not be recognized by HII or the Monitor.

9.13 Tax Matters

- (a) Any terms and conditions of any Affected Claims which purport to deal with the ordering of or grant priority of payment of principal, interest, penalties or other

amounts shall be deemed to be void and ineffective (for greater certainty without any impact on any inter-lender arrangements).

- (b) All distributions made by the Monitor pursuant to this Plan shall be first in consideration for the outstanding principal amount of such Affected Claims and secondly in consideration for accrued and unpaid interest and penalties, if any, which form part of such Claims. Notwithstanding any provisions of the Plan, each Affected Creditor that is to receive a distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any Tax Obligations imposed by any Taxing Authority on account of such distribution.
- (c) The Monitor shall be entitled to deduct and withhold from any distribution, payment or consideration otherwise payable to any Affected Creditor or to any Person on behalf of any Affected Creditor such amounts (a “**Withholding Obligation**”) if the Monitor is required to deduct and withhold with respect to such payment under the ITA, or any provision of federal, provincial, territorial, state, local or foreign tax law, in each case, as amended or succeeded.
- (d) To the extent that amounts are so withheld or deducted and paid over to the applicable Taxing Authority, such withheld or deducted amounts shall be treated for all purposes of the Plan as having been paid to such Person as the remainder of the payment in respect of which such withholding and deduction were made. For greater certainty, no distribution, payment or other consideration shall be made to or on behalf of a holder of a Proven Claim pursuant to the Plan unless and until such holder has made arrangements satisfactory to the Monitor for the payment and satisfaction of any Withholding Obligations imposed on the Monitor by any Taxing Authority.

ARTICLE 10 PROCEDURE FOR DISTRIBUTIONS REGARDING DISPUTED CLAIMS AND FINAL DISTRIBUTIONS

10.1 No Distribution Pending Allowance

Notwithstanding any other provision of the Plan, no issuance of Newco Common Shares shall be made by Newco to Affected Creditors with Disputed Claims, and no payments, distributions or transfers of Cash or Newco Common Shares shall be made by the Monitor or its designate with respect to all or any portion of a Disputed Claim unless and to the extent such Disputed Claim has become a Proven Claim, in whole or in part (and for greater certainty a Convenience Class Creditor shall not be entitled to receive Newco Common Shares).

10.2 Distributions After Disputed Claims Resolved – Interim Distribution Dates

- (a) From and after the Plan Implementation Date, on the last Business Day of every month (or more or less frequently as the Monitor may determine in its sole and unfettered discretion), the Monitor or its designate shall transfer that number of Newco Common Shares corresponding to the finally determined amount of each

Disputed Claim (other than a Convenience Class Claim) that has become a Proven Claim in whole or in part, on or before the third Business Day prior to a Distribution Date (other than the Final Distribution Date), from the Disputed Claims (Newco Share) Reserve, to such Affected Creditor (other than a Convenience Class Creditor) or Catalyst as the case may be whose Disputed Claim has been finally resolved and has become a Proven Claim, whereby:

- (i) whereby such Affected Creditor shall be deemed to make a share premium contribution on the Newco Common Shares it receives equal to the amount of its *pro rata* share of the Newco Assumed Portion of Disputed Claims that has been finally resolved and has become a Proven Claim, which then is satisfied in full by setting off such obligation against such *pro rata* share of the Newco Assumed Portion of Disputed Claims that has been finally resolved and has become a Proven Claim; and
 - (ii) such that after giving effect to that distribution and any prior distributions, each such Affected Creditor shall have received its Pro Rata Share of the Newco Equity Pool (Interim) as at such Distribution Date.
- (b) From and after the Plan Implementation Date, on the last Business Day of every month (or more or less frequently as the Monitor may determine in its sole and unfettered discretion), the Monitor on behalf of HII shall distribute to each Affected Creditor with a Disputed Claim that has become a Proven Claim in whole or in part, on or before the third Business Day prior to a Distribution Date (other than the Final Distribution Date), in the case of all Affected Creditors, the appropriate amount of Cash from the Disputed Claims (Cash) Reserve, and in addition, in the case of all Affected Creditors (other than the Convenience Class Creditors), the appropriate amount of Cash from the Disputed Claims (Asset Realization) Reserve, in respect of such Proven Claim, such that after giving effect to that distribution and any prior distributions, each such Affected Creditor, on such Distribution Date shall have received its Pro Rata Share of the Cash Pool and the Asset Realization Cash Pool, as applicable, as at such Distribution Date.

10.3 Distributions After Disputed Claims Resolved – Final Distribution Date

On the Final Distribution Date:

- (a) Any remaining Newco Common Shares held by the Monitor (i) in the Disputed Claims (Newco Shares) Reserve or (ii) in escrow pursuant to Section 9.2, that are not to be distributed to Affected Creditors, shall be transferred to Newco by the Monitor for cancellation for no consideration;
- (b) The Monitor shall pay any final Administrative Reserve Costs;
- (c) The Monitor shall contribute and aggregate the following amounts to the Cash Pool Account:
 - (i) any balance remaining in the Cash Reserves; and

- (ii) any balance remaining in the Asset Realization Cash Pool; and
- (d) Thereafter, any Cash in the Cash Pool Account
 - (i) shall be paid to the Affected Creditors (other than the Convenience Class Creditors) with Proven Claims, on a pro rata basis such that after giving effect to that distribution and any prior distributions, each such Affected Creditor on such Final Distribution Date shall have received its Pro Rata Share of the Cash Pool; and
 - (ii) Any Disputed Claims to the extent that they are finally determined in accordance with the Claims Process Order or the Court to be invalid such that they have not become Proven Claims on or before the Final Distribution Date shall be forever compromised, released, discharged, cancelled and barred, without any compensation therefor.

ARTICLE 11
CATALYST INVESTMENT: STANDSTILL, PUT RIGHTS, TAG ALONG RIGHTS,
TERMINATION OF CATALYST INVESTMENT

11.1 Newco Common Shares Rights and Restrictions:

Newco Common Shares issued to Affected Creditors including Catalyst under the Plan are subject to the rights and restrictions set forth in this Article 11 as more fully set forth in the Newco Shareholder Rights Agreement:

- (a) Newco Common Shares Standstill: During the Newco Common Shares Standstill Period, no holder of Newco Common Shares shall, directly or indirectly:
 - (i) sell, transfer, gift, assign, pledge, hypothecate, encumber, convert or otherwise dispose of any of its Newco Common Shares or any interest or entitlement therein, or endorse any security, enter into any agreement, arrangement, or understanding in connection therewith, except that Catalyst may transfer its rights to the Newco Common Shares held in escrow with the Monitor to the extent Catalyst is managing the Newco Common Shares on behalf of a fund, to another fund managed by Catalyst, if the Catalyst Representations and Warranties remain true and correct in all respects after such transfer, and provided however that such transfer shall not release Catalyst from any of its obligations under the Restated Catalyst Support Agreement; and
 - (ii) deposit any of its Newco Common Shares into a voting trust (except a voting trust approved by the Newco Initial Supervisory Board or prior to the constitution of such board, by HII and the Monitor acting reasonably, or grant (or permit to be granted) any proxies, or powers of attorney or attorney in fact, or enter into a voting agreement, understanding or arrangement with respect to the voting of its Newco Common Shares; or

- (iii) list or seek approval for the listing of the Newco Common Shares on any stock exchange (other than the Trading Platform) to the extent such listing is effective during the Newco Common Shares Standstill Period;
- (b) Newco Common Shares Put Right: During the Newco Common Shares Put Right Period, each holder of Newco Common Shares shall have the right (the “**Put Right**”) to sell to Catalyst all or part of its Newco Common Shares and Catalyst shall purchase such Newco Common Shares for an amount equal to 66 2/3% of the Newco Common Shares Cash-Out Price, as determined by the Newco Initial Supervisory Board and the Monitor solely for the purposes of this Section 11.1(b) at the beginning of the Newco Common Shares Put Right Period based on then available information, for each Newco Common Share purchased by Catalyst; provided that:
 - (i) Catalyst shall not have any obligation to purchase any Newco Common Shares following the Newco Common Shares Put Right Period or if Newco is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent, or suspends the conduct of, or ceases to carry on, its business or operations; and
 - (ii) such Put Right may not be exercised by any holder of Newco Common Shares unless counsel to Newco has provided Catalyst with Canadian and Dutch legal opinions satisfactory to Catalyst acting reasonably that such Put Right is in compliance with applicable securities laws or Catalyst has obtained, at HII’s expense, exemptive relief from the applicable securities regulators with respect to the Put Right;
- (c) Newco Common Shares Tag Along Right:
 - (i) During the Newco Common Shares Tag Along Period, subject to Section 11.1(c)(ii),(iii), and (iv) below, Catalyst shall not directly or indirectly sell, trade, transfer or otherwise dispose of Newco Common Shares (“**Transfer**”) if as a result of such Transfer, a Person individually or together with its affiliates and Persons acting jointly or in concert therewith (a “**Purchaser**”), would acquire from Catalyst Newco Common Shares which, together with any other Newco Common Shares, held by such Person, constitutes in the aggregate thirty (30%) per cent or more of the outstanding Newco Common Shares as of the effective date of the Transfer (a “**Control Transfer**”);
 - (ii) Catalyst may effect a Control Transfer to the Purchaser within five (5) Business Days following the Expiry Date (as defined below) strictly in accordance with the terms set out in the Disposition Notice (as defined below) if: (A) at least twenty-one (21) Business Days prior to the date specified for completion of the Control Transfer, it gives notice in writing (a “**Disposition Notice**”) to the Newco Initial Supervisory Board of the number of Newco Common Shares to be subject to the Control Transfer, the name and address of the Purchaser, the consideration per Newco

Common Share, and any other material terms and conditions pursuant to which the Control Transfer is to be effected, and (B) the Purchaser shall have made an Offer (as defined below) to each other registered holder of Newco Common Shares. An “**Offer**” means an offer to purchase Newco Common Shares by the Purchaser that (I) is made in compliance with applicable corporate and securities legislation and the requirements of any stock exchange on which the Newco Common Shares are then listed; (II) is in writing; (III) provides for a date by which Newco Common Shares tendered to the Offer will be accepted and purchased in accordance with the terms and conditions of the Offer, provided that such date shall not be less than twenty (20) Business Days following the mailing of such written offer, (the “**Expiry Date**”); and (IV) is identical to the offer to purchase Newco Common Shares set out in the Disposition Notice, including with respect to price per Newco Common Share, form of consideration, and the percentage of Newco Common Shares held by each other shareholder of Newco to be acquired by the Purchaser. For greater certainty, if the Offer is for less than all the outstanding Newco Common Shares and a greater number of Newco Common Shares are tendered to the Offer then the Purchaser is bound to acquire under the Offer (and for this purpose all of the Newco Common Shares of Catalyst subject to the Control Transfer shall be included), the Purchaser shall take up and pay for Newco Common Shares proportionately according to the number of Newco Common Shares deposited by each shareholder (including Catalyst).

- (iii) Catalyst may Transfer Newco Common Shares to or between its wholly owned subsidiaries or affiliates (provided that such subsidiary or affiliate is, or agrees to be, bound by the terms of this Section 11.1(c) and that such Transfer does not relieve Catalyst of any of its obligations under this Section 11.1(c)).
- (iv) Notwithstanding any other provision in this Section 11.1(c) the provisions set out in this Section 11.1(c) shall be effective during the Newco Common Shares Tag Along Period, following which the provisions set out in this Section 11.1(c) shall expire and be of no force or effect

11.2 Termination of Catalyst Investment

The completion of the Catalyst Investment is not a condition precedent to implementation of the Plan. If the Restated Catalyst Support Agreement is validly terminated in accordance with its terms prior to the Plan Implementation Date then:

- (a) Any election of the Newco Common Shares Cash-Out Option will be deemed to be null and void, and such Electing Creditors will receive their Affected Creditors’ Entitlement as if no election was made;
- (b) Catalyst shall have no obligation to pay the Newco Common Shares Cash-Out Price and shall have no entitlement to receive any Affected Creditors’ Entitlement (other than in respect of the Catalyst Affected Claims);

- (c) Any Catalyst Funds held by the Monitor in accordance with the Plan shall be returned to Catalyst pursuant to the Restated Catalyst Support Agreement without set-off or deduction, provided however that Catalyst shall have no entitlement to a return of the Catalyst Deposit in the event of a termination of the Restated Catalyst Support Agreement resulting from a breach or default of Catalyst;
- (d) In the event that the Restated Catalyst Support Agreement terminates prior to the HII/Shareco Creditors Meeting and the Homco 61 Creditors Meeting, HII, Shareco and Homco 61 LP shall be entitled to rely on all Proxies received for the HII/Shareco Creditors Meeting and the Homco 61 Creditors Meeting respectively notwithstanding the termination of the Restated Catalyst Support Agreement and in no event will HII, Shareco or Homco 61 LP be required to re-solicit Proxies;
- (e) In the event that the Restated Catalyst Support Agreement terminates after the HII/Shareco Creditors Meeting and the Homco 61 Creditors Meeting, HII, Shareco and Homco 61 LP respectively shall be entitled to rely on the voting results at each such meeting; and
- (f) All provisions of the Plan will remain in full force and effect other than the provisions relating to the Catalyst Investment and to or for the benefit of or an obligation of Catalyst (and without limiting the generality of the foregoing to the requirement for any consent of Catalyst but excluding, for greater certainty, any provisions relating to rights and entitlements of Catalyst as an Affected Creditor) which provisions shall be of no further force or effect and shall be deemed to be severed from the Plan in their entirety, and for greater certainty, any Electing Creditor shall be deemed to have voted in favour of the Plan and any entitlement of Catalyst to representation on the Newco Initial Supervisory Board, the Newco Management Board or the Liquidation Advisory Committee shall be terminated with such vacancies to be designated by the remaining members of the Newco Initial Supervisory Board, the Newco Management Board and the Liquidation Advisory Committee.

ARTICLE 12

HII GROUP ENTITIES' REORGANIZATION

12.1 Corporate Authorizations

The adoption, execution, delivery, implementation and consummation of all matters contemplated under the Plan involving corporate action of any of the Homburg Group Members will occur and be effective as of the Plan Implementation Date, and will be authorized and approved under the Plan and by the Court, where appropriate, as part of the HII/Shareco Sanction and Vesting Order, in all respects and for all purposes without any requirement of further action by shareholders, directors or officers of such Homburg Group Member. All necessary approvals to take actions shall be deemed to have been obtained from the directors or the shareholders of the Homburg Group Member, as applicable, including the deemed passing by any class of shareholders of any resolution or special resolution and no shareholders' agreement or agreement between a shareholder and another Person limiting in any way the right to vote

shares held by such shareholder or shareholders with respect to any of the steps contemplated by the Plan shall be effective and shall be deemed to have no force and effect.

12.2 Pre-Plan Implementation Date Transactions

HII and Shareco shall implement or cause to be implemented the Pre-Plan Implementation Date Transactions prior to the Plan Implementation Date.

12.3 Plan Implementation Date Transactions

Subject to Section 12.4 and any Plan Transactions Notice, the following transactions, steps, offsets, compromises, releases and discharges to be effected in the implementation of the Plan (the “**Plan Transactions**”) shall occur, and be deemed to have occurred sequentially in the following order without any further act or formality, on the Plan Implementation Date beginning at the Effective Time:

A. Phase One

During Phase One the following Plan Transactions shall and shall be deemed to occur sequentially in the following order:

(a) Dissolution of Homco 190 LP, Homco 191 LP and Homco 199 LP:

- (i) The following steps shall be taken prior to the dissolution of Homco 190 LP, Homco 191 LP and Homco 199 LP:
 - (A) Homco 199 LP shall be deemed to pay to Homco 191 LP the amount of the Homco 199 Cash Amount in a first partial repayment of the Homco 191 Loan and the Homco 191 Loan Promissory Note shall be deemed to be reduced accordingly;
 - (B) Homco 191 LP shall be deemed to repay any indebtedness to HII (including for greater certainty any amount assumed by Homco 191 on the dissolution of any subsidiary partnership) if any, and then to make a return of capital with the balance to its sole limited partner, HII, in an amount equal to the Homco 199 Cash Amount;
 - (C) HII shall be deemed to pay to Homco 199 LP an amount equal to the Homco 199 Cash Amount in a first partial repayment of the Homco 199 Loan and the Homco 199 Loan shall be deemed to be reduced accordingly;
 - (D) Homco 199 LP shall be deemed to pay to Homco 191 LP an amount equal to the remaining balance of the Homco 191 Loan, in a second and final repayment of the Homco 191 Loan and the Homco 191 Loan Promissory Note shall be deemed to be satisfied in its entirety and such note shall be deemed to be cancelled;
 - (E) Homco 199 LP shall be deemed to pay to Homco 190 LP an amount equal to the Homco 199 Cash Amount less the amount of

the final payment in D above, in a first partial repayment of the Homco 190 Loan and the Homco 190 Loan Promissory Note shall be deemed to be reduced accordingly;

- (F) Homco 190 LP shall be deemed to make a return of capital to its sole limited partner, Homco 191 LP, in the amount equal to the partial repayment paid in E above;
- (G) Homco 191 LP shall be deemed to make a return of capital to its sole limited partner, HII, in an amount equal to the Homco 199 Cash Amount (being the aggregate of the amounts paid in D and E above);
- (H) HII shall be deemed to pay to Homco 199 LP the amount equal to the Homco 199 Cash Amount (and being the aggregate of the amounts paid in D and F above), in a second partial repayment of the Homco 199 Loan and the Homco 199 Loan shall be deemed to be reduced accordingly;
- (I) Homco 199 LP shall be deemed to pay to Homco 190 LP an amount equal to the remaining balance of the Homco 190 Loan, in a second and final repayment of the Homco 190 Loan, and the Homco 190 Loan Promissory Note shall be deemed to be satisfied in its entirety and such note shall be deemed to be cancelled;
- (J) Homco 190 LP shall be deemed to make a return of capital to its sole limited partner, Homco 191 LP, in an amount equal to the amount paid in I above;
- (K) Homco 191 LP shall be deemed to make a return of capital to its sole limited partner, HII, in an amount equal to the amount paid in I above;
- (L) HII shall be deemed to pay to Homco 199 LP an amount equal to the amount paid in I above, in a third partial repayment of the Homco 199 Loan and the Homco 199 Loan shall be deemed to be reduced accordingly;
- (M) Homco 199 LP shall be deemed to make a return of capital to its sole limited partner, HII, in an amount equal to the Homco 199 Cash Amount;
- (N) HII shall be deemed to pay Homco 199 LP an amount equal to the Homco 199 Cash Amount (as paid in M above), as a fourth and final payment made in full satisfaction of the Homco 199 Loan, and the Homco 199 Loan shall be deemed to be satisfied in its entirety; and

- (O) HII shall repay amounts owed to Homco 190, if any, and Homco 190 shall make a return of capital in such amount, if any, to Homco 191, and Homco 191 shall make a return of capital to HII in any such amount, if any; and
 - (ii) The steps in A through N above shall be deemed to be executed or repeated (with as many conforming changes as may be necessary) as many times as is necessary based upon the amount of the Homco 199 Cash Amount, in order to repay the Homco 191 Loan, the Homco 190 Loan and the Homco 199 Loan in their entireties;
 - (iii) Each of Homco 190 LP, Homco 191 LP and Homco 199 LP shall be deemed to be dissolved, in the order determined by the Company and the Monitor, in accordance with its respective Limited Partnership Agreement and the NSLPA and its respective Notice to Cancel the Certificate of Limited Partnership shall be filed and recorded in the office of the Registrar of Joint Stock Companies;
 - (iv) Upon the deemed dissolution of each of Homco 190 LP, Homco 191 LP and Homco 199 LP, their respective assets including all Cash shall be deemed to be transferred to and vested in HII free and clear of Encumbrances and their respective liabilities which shall be deemed to be assumed by HII, and such liabilities shall be compromised under the Plan; and
 - (v) Each Homco GP of Homco 190 LP, Homco 191 LP and Homco 199 LP shall be deemed to be dissolved and its Certificate of Dissolution filed and recorded in accordance with the NSCA; and
- (b) Homco 69 LP and Homco 70 LP: Reorganization of Share Capital
- (i) Homco 70 LP
 - (A) HII shall repay up to EUR3.5M of the Intercompany Claim between HII and Homco 70 LP and shall capitalize Homco 70 LP with remaining balance of the EUR3.5M by way of a capital contribution; and
 - (B) Homco 70 LP shall use the EUR3.5M received in 12.3(b)(i)(A) above to repay all or part of the principal amount of the Homco 70 Coët BV Intercompany Loan (and, for greater certainty, no accrued and unpaid interest shall be repaid at that time; only the principal amount).
 - (ii) Declaration of Dividends
 - (A) Valbonne 2 BV shall declare (but not pay) to Homco 69 LP a dividend in an amount equal to the principal amount of the Homco 69 LP Valbonne 2 BV Intercompany Loan;

- (B) Coët BV shall declare (but not pay) to Homco 70 LP a dividend in an amount equal to the outstanding principal amount of the Homco 70 LP Coet BV Intercompany Loan (i.e. taking into account the partial repayment of the Homco 70 LP Coet BV Intercompany Loan by Homco 70 LP made under (i)(B) above);
- (iii) HII and the Monitor shall determine prior to Plan Implementation Date that the Plan Transactions Steps will include one or both of the following two transactions, which shall be deemed to occur in the sequence herein provided:
 - (A) Amendment of BV Preferred Shares
 - (1) HII (69) GP Inc. on behalf of Homco 69 LP will agree with Stichting Coeval to amend article 28.4 of the articles of association of Valbonne 2 BV pursuant to which the aggregate liquidation entitlement of the 1,200 preferred shares of Valbonne 2 BV held by Stichting Coeval will be increased to an amount up to but not exceeding EUR50,000, in consideration for which Stichting Coeval will pay to Homco 69 LP a cash amount up to but not exceeding EUR50,000;
 - (2) As approved by shareholders' resolution, the articles of association of Valbonne 2 BV will be amended to reflect the increased liquidation entitlement of the preferred shares;
 - (3) In satisfaction of the cash consideration payable as described in Section 12.3(b)(iii)(A)(1) above, Stichting Coeval will issue an interest-bearing promissory note payable to Homco 69 LP in the principal amount of such cash consideration (“**Homco 69 Note A**”);
 - (4) HII (70) GP Inc. on behalf of Homco 70 LP will agree with Stichting Coeval to amend article 28.4 of the articles of association of Coët BV pursuant to which the aggregate liquidation entitlement of the 1,080 preferred shares of Coët BV held by Stichting Coeval will be increased to an amount up to but not exceeding EUR50,000, in consideration for which Stichting Coeval will pay to Homco 70 LP a cash amount up to but not exceeding EUR50,000;
 - (5) As approved by shareholders' resolution, the articles of association of Coët BV will be amended to reflect the increased liquidation entitlement of the preferred shares; and

- (6) In satisfaction of the cash consideration payable as described in Section 12.3(b)(iii)(A)(4) above, Stichting Coeval will issue an interest-bearing promissory note payable to Homco 70 LP in the principal amount of such cash consideration (“**Homco 70 Note A**”);

(B) Sale of BV Ordinary Shares

- (1) HII (69) GP Inc. on behalf of Homco 69 LP will sell and transfer 956 of the 18,800 issued and outstanding ordinary shares of Valbonne 2 BV (which, for greater certainty, will not include Homco 69 LP’s entitlement to the dividend declared under Section 12.3(b)(ii)(A) above) to Stichting Coeval for fair market value consideration;
- (2) In satisfaction of the fair market value consideration payable in Section 12.3(b)(iii)(B)(1) above), Stichting Coeval will issue to Homco 69 LP an interest-bearing promissory note in the principal amount equal to the sale price (the “**Homco 69 Note B**”);
- (3) As approved by shareholders’ resolution, all of the 1,260 issued and outstanding preferred shares of Valbonne 2 BV held by Stichting Coeval will be cancelled;
- (4) HII (70) GP Inc. on behalf of Homco 70 LP will sell and transfer 860 of the 16,920 issued and outstanding ordinary shares of Coët BV (which, for greater certainty, will not include Homco 70 LP’s entitlement to the dividend declared under Section 12.3(b)(ii)(B) above) to Stichting Coeval for fair market value consideration;
- (5) In satisfaction of the fair market value consideration in Section 12.3(b)(iii)(B)(4) above, Stichting Coeval will issue to Homco 70 LP an interest-bearing promissory note in the principal amount equal to the sale price (the “**Homco 70 Note B**”); and
- (6) As approved by shareholders’ resolution, all of the issued and outstanding preferred shares of Coët BV held by Stichting Coeval will be cancelled;

(c) Homburg Baltic Creditors and Homburg Baltic Limited Partnership Creditors:

All amounts to be paid to Homburg Baltic Creditors or Homburg Baltic Limited Partnership Creditors in an amount not to exceed in the aggregate EUR15,000,000, shall be paid by HII, directly or indirectly, through the capitalisation by way of loan or capital contribution (including share subscription) of Homburg Baltic and/or Homburg Baltic Limited Partnerships as provided for

by the Monitor and the Company and in accordance with the agreements reached with the Homburg Baltic Creditors or Homburg Baltic Limited Partnership Creditors.

(d) Homburg US Transactions:

- (i) HII incorporates HII US Subco under the NSCA and HII subscribes for ten (10) common shares of HII US Subco for Cdn\$10;
- (ii) Homburg US shall issue to HII the Homburg US Intercompany Loan Note (Value) as partial payment of the Homburg US Intercompany Loan (the balance of such loan being the Homburg US Intercompany Loan (No Value));
- (iii) HII transfers the Homburg US Intercompany Loan (No Value) to HII US Subco for that number of additional common shares of HII US Subco equal to the fair market value of the Homburg US Intercompany Loan (No Value);
- (iv) HII transfers its common shares of HII US Subco to Homburg US in consideration for that number of additional shares of Homburg US equal to the fair market value of such transferred common shares; and
- (v) HII US Subco is wound up into Homburg US pursuant to section 137 of the NSCA and the Homburg US Intercompany Loan (No Value) shall be deemed to be extinguished; and
- (vi) For greater certainty, the Homburg US Intercompany Loan Note (Value) shall remain owing by Homburg US to HII.

(e) Intercompany Amalgamations – Shareco and Amalgamating Cancos:

- (i) Each of Shareco, Homburg Invest USA and Swiss Bondco shall be exported from the NSCA and imported to Alberta under the ABCA;
- (ii) The stated capital accounts for Shareco and each Amalgamating Canco shall be and shall be deemed to be reduced to zero for no consideration;
- (iii) Shareco and each Amalgamating Canco shall collectively undertake a short form vertical amalgamation pursuant to section 184 of the ABCA with HII and shall continue as amalgamated HII, and the Continuing Directors shall be deemed to be the Directors of amalgamated HII, and the Shareco Creditor Claims and the Amalgamating Canco Creditor Claims shall be assumed by amalgamated HII, and only the Amalgamating Canco Creditor Claims shall be Unaffected Claims; and
- (iv) HII shall file Articles of Amalgamation to give effect to the short form vertical amalgamation of Shareco and each Amalgamating Canco with HII as more particularly set out above, with the name of the amalgamated entity to be a corporate number assigned under the ABCA;

(v) The Continuing Directors shall have and be deemed to have the benefit of the Directors' Charge in connection with their serving as Directors of amalgamated HII and the Directors' Charge shall be deemed to attach to the property of amalgamated HII; and

(f) Newco Bond 5 Guarantee:

HII shall issue the Newco Bond 5 Guarantee to Stichting Homburg Bonds; and

(g) Newco becomes Co-Obligor:

(i) Newco enters into the Assumption Agreement and thereunder becomes co-obligor with HII for the Newco Assumed Portion of Proven Claims and the Newco Assumed Portion of Disputed Claims, and waives any rights of or entitlement to contribution, indemnity or subrogation against HII in respect of the original obligations of HII so assumed by Newco, but for greater certainty such waiver shall not affect the principal amount of the HII Co-Obligation Note;

(ii) In consideration for Newco entering into the Assumption Agreement, HII shall issue the HII Co-obligation Note in favour of Newco which shall be deemed to be secured by the Newco Co-obligation Charge; and

(iii) The aggregate amount of the Newco Assumed Portion of Proven Claims plus the Newco Assumed Portion of Disputed Claims and the amount outstanding under the HII Co-obligation Note shall each be deemed to be equal to the Final Adjusted Newco Note Amount; and

(h) Treatment of Homco 61 Intercompany Claim:

HII shall set off the amount of the HII Loan against the amount of the Homco 61 Intercompany Claim. The unpaid balance owing on the Homco 61 Intercompany Claim shall be the Homco 61 Net Intercompany Claim, which shall constitute the sole Proven Claim of Homco 61 LP entitling Homco 61 LP to the HII Homco 61 Distribution and for greater certainty Homco 61 LP shall have no other claim against HII including by subrogation or otherwise; for greater certainty, this particular Plan Transaction may be deemed to occur at such later time in the sequence of Plan Transactions contained in Section 12.3 as may be determined by HII and Shareco in accordance with Section 12.4;

(i) Treatment of Non-Corporate Creditors:

In the following Section 12.3(i), where reference is made to the Monitor holding Newco Common Shares, it is holding same on behalf of Affected Creditors (other than Convenience Class Creditors) with Disputed Claims that are finally determined to be Proven Claims:

(i) Each Non-Corporate Creditor with a Non-Corporate Creditor Proven Claim (including for greater certainty, Electing Creditors) shall be deemed

to subscribe for each such Non-Corporate Creditor's Pro Rata Share of Newco Common Shares, the entire subscription price for which shall be deemed to be an amount equal to the Newco Assumed Portion of Non-Corporate Creditor Proven Claims;

- (ii) The Monitor or its designate in respect of the Non-Corporate Creditors with Disputed Claims (including for greater certainty, Electing Creditors), based on the face value of such Disputed Claims or such lesser amount as shall be determined by the Monitor, shall be deemed to subscribe for each such Non-Corporate Creditor's Pro Rata Share of Newco Common Shares, the subscription price for which shall be equal to the nominal amount of such Newco Common Shares;
- (iii) The Non-Corporate Creditors with Non-Corporate Creditor Proven Claims (including for greater certainty Electing Creditors) who are deemed to have subscribed for Newco Common Shares in Subparagraph 12.3(i)(i) above, will be and will be deemed to be obligated to pay the subscription price for the Newco Common Shares subscribed for in Subparagraph 12.3(i)(i) above;
- (iv) The Monitor or its designate shall hold the Newco Common Shares subscribed for in Section 12.3(i)(ii) above in the Disputed Claims (Newco Shares) Reserve;
- (v) The obligation to pay the subscription price in Section 12.3(i)(iii) above by the Non-Corporate Creditors with Non-Corporate Creditor Proven Claims (including for greater certainty Electing Creditors) shall be deemed to be satisfied in full by setting off such obligation against the Newco Assumed Portion of Non-Corporate Creditor Proven Claims, and such Newco Assumed Portion of Non-Corporate Creditor Proven Claims shall be deemed to be paid in full and each Non-Corporate Creditor's Pro Rata Share of Newco Common Shares shall become issuable to such Non-Corporate Creditors with Proven Claims in accordance with the Plan;
- (vi) Newco shall be obligated to issue the Newco Common Shares subscribed for in Section 12.3(i)(i) above by the Non-Corporate Creditors with Proven Claims to such Non-Corporate Creditors and their obligation to pay the subscription price in Section 12.3(i)(iii) above shall be deemed to be satisfied in full by setting off both such obligations against the Newco Assumed Portion of Non-Corporate Creditor Proven Claims and such Newco Assumed Portion of Non-Corporate Creditor Proven Claims shall be deemed to be paid in full in accordance with the Plan;
- (vii) Newco shall issue the Newco Common Shares subscribed for in Section 12.3(i)(ii) above by the Monitor or its designate to the Monitor and the subscription price shall be paid up out of the share premium reserve of Newco;

- (viii) The Newco Un-assumed Portion of Non-Corporate Creditor Proven Claims shall be deemed to be settled in accordance with the Plan, in consideration for which such Non-Corporate Creditors (including Electing Creditors) shall be entitled to receive in respect of such Newco Un-assumed Portion of Non-Corporate Creditor Proven Claims, (i) their Pro Rata Share of the Cash Pool and (ii) their Pro Rata Share of the Asset Realization Cash Pool, on repayment of the Note A (Non-Corporate Creditor) principal amount;
- (ix) Newco shall issue the Newco Common Shares subscribed for above by Non-Corporate Creditors other than Electing Creditors to such Non-Corporate Creditors; and
- (x) Each Non-Corporate Creditor with a Non-Corporate Creditor Proven Claim who has elected the Newco Common Shares Cash-Out Option shall and shall be deemed to assign, transfer and sell its entitlement to its Pro Rata Share of the Newco Common Shares to which it is entitled under Section 12.3(i) above to Catalyst in consideration for its *pro rata* share of the Aggregate Newco Common Shares Cash-Out Price and such Electing Creditors shall direct Newco to issue and Newco shall issue, such Newco Common Shares to Catalyst in accordance with the Plan.

B. Phase Two

During Phase Two the following Plan Transactions shall and shall be deemed to occur sequentially in the following order:

- (j) Acquisition of Control of HII:
 - (i) HII shall file Articles of Reorganization under the ABCA and such Articles of Reorganization shall be deemed to give effect to the following steps or transactions:
 - (A) HII's articles of amalgamation shall be amended under the ABCA to create a new class of authorized HII New Common Shares; and
 - (B) To give effect to 12.3(j)(iii) below, HII's articles of amalgamation shall be amended under the ABCA to cancel the authorized HII Class A Shares, the authorized HII Class B Shares, the authorized HII Class A Preferred Shares and the authorized HII Class B Preferred Shares;
 - (ii) Newco shall subscribe for and HII shall issue 100 HII New Common Shares to Newco, for the subscription purchase price of Cdn\$100. Such shares shall be deemed to be validly issued and outstanding as fully paid and non-assessable on the Plan Implementation Date and an amount of Cdn\$100 shall be deemed to be added to the stated capital account for the HII New Common Shares;

- (iii) The outstanding HII Class A Shares and outstanding HII Class B Shares and all other outstanding equity securities of HII other than the HII New Common Shares are deemed to be surrendered for cancellation and shall be deemed to be cancelled without compensation, such deemed cancellation being deemed to have occurred immediately prior to the effectiveness of the amendment in Section 12.3(j)(i)(B);
 - (iv) The stated capital account for HII's Existing Authorized Capital shall be deemed to be reduced to zero for no consideration; and
- (k) BV Intercompany Loans:
- (i) Homco 69 LP shall be deemed to repay the principal amount of the Homco 69 LP Valbonne 2 BV Intercompany Loan as follows:
 - (A) Valbonne 2 BV shall forgive the accrued and unpaid interest owing by Homco 69 LP on the Homco 69 LP Valbonne 2 BV Intercompany Loan;
 - (B) the dividend declared in 12.3(b)(ii)(A) above shall be paid by Valbonne 2 BV by the issuance of a demand promissory note in like amount; and
 - (C) Homco 69 LP and Valbonne 2 BV shall be deemed to set off the amount of the above demand promissory note against the principal amount of the Homco 69 LP Valbonne 2 BV Intercompany Loan and both obligations shall be deemed to be and shall be extinguished; and
 - (ii) Homco 70 LP shall be deemed to repay the principal amount of Homco 70 LP Coët BV Intercompany Loan as follows:
 - (A) Coët BV shall forgive the accrued and unpaid interest owing by Homco 70 LP on the Homco 70 LP Coët BV Intercompany Loan;
 - (B) the dividend declared in 12.3(b)(ii)(B) above shall be paid by Coët BV by the issuance of a demand promissory note in like amount; and
 - (C) Homco 70 LP and Coët BV shall be deemed to set off the amount of the above demand promissory note against the principal amount of the Homco 70 LP Coët BV Intercompany Loan and both obligations shall be deemed to be and shall be extinguished; and
 - (iii) Homco 86 LP shall be deemed to repay the principal amount of the Homco 86 LP Homco 86 BV Intercompany Loan as follows:
 - (A) Homco 86 BV shall forgive the accrued and unpaid interest owing by Homco 86 LP on the Homco 86 LP Homco 86 BV Intercompany Loan;

- (B) Homco 86 BV shall convert its share premium into legal stated capital;
 - (C) Homco 86 BV shall make a return of capital to Homco 86 LP in an amount equal to the principal amount of the Homco 86 LP Homco 86 BV Intercompany Loan, such return of capital to be paid by a demand promissory note in like amount; and
 - (D) Homco 86 LP and Homco 86 BV shall be deemed to set off the amount of the above demand promissory note against the principal amount of the Homco 86 LP Homco 86 BV Intercompany Loan and both obligations shall be deemed to be and shall be extinguished; and
- (iv) Homco 87 LP shall be deemed to repay the principal amount of the Homco 87 LP Homco 87 BV Intercompany Loan as follows:
- (A) Homco 87 BV shall forgive the accrued and unpaid interest owing by Homco 87 LP on the Homco 87 LP Homco 87 BV Intercompany Loan;
 - (B) Homco 87 BV shall convert its share premium into legal stated capital;
 - (C) Homco 87 BV shall make a return of capital to Homco 87 LP in an amount equal to the principal amount of the Homco 87 LP Homco 87 BV Intercompany Loan, such return of capital to be paid by a demand promissory note in like amount; and
 - (D) Homco 87 LP and Homco 87 BV shall be deemed to set off the amount of the above demand promissory note against the principal amount of the Homco 87 LP Homco 87 BV Intercompany Loan and both obligations shall be deemed to be and shall be extinguished; and
- (v) Homco 110 LP shall be deemed to repay the principal amount of the Homco 110 LP Valbonne 5 BV Intercompany Loan as follows:
- (A) Valbonne 5 BV shall forgive the accrued and unpaid interest owing by Homco 110 LP on the Homco 110 LP Valbonne 5 BV Intercompany Loan;
 - (B) Valbonne 5 BV shall convert its share premium into legal stated capital;
 - (C) Valbonne 5 BV shall make a return of capital to Homco 110 LP in an amount equal to the principal amount of the Homco 110 LP Valbonne 5 BV Intercompany Loan, such return of capital to be paid by a demand promissory note in like amount; and

- (D) Homco 110 LP and Valbonne 5 BV shall be deemed to set off the amount of the above demand promissory note against the principal amount of the Homco 110 LP Valbonne 5 BV Intercompany Loan and both obligations shall be deemed to be and shall be extinguished; and
- (l) Dissolution of Core Homcos and Transfer of Core Homco Assets to HII (other than Homco 86 LP and Homco 87 LP):
 - (i) Homco 110 LP shall be deemed to repay the principal amount of the Homco 110 LP HII Intercompany Loan as follows:
 - (A) Homco 110 LP shall satisfy the Homco 110 LP HII Intercompany Loan by transferring shares of Valbonne 5 BV with a value equal to the principal amount and accrued interest of the Homco 110 LP HII Intercompany Loan to HII, in full satisfaction of the Homco LP HII Intercompany Loan;
 - (ii) Each Core Homco (which for the avoidance of doubt excludes the Homburg Baltic Limited Partnerships), except for Homco 86 LP and Homco 87 LP shall be deemed to be dissolved in accordance with its applicable Limited Partnership Agreement and the NSLPA and its respective Notice to Cancel the Certificate of Limited Partnership shall be filed and recorded in the office of the Registrar of Joint Stock Companies shall and shall be deemed to cease to exist;
 - (iii) Upon such deemed dissolution, each Core Homco's Core Homco Assets (including the Homco 69 Note A, the Homco 70 Note A, the Homco 69 Note B and the Homco 70 Note B, as applicable) shall be deemed to be transferred to and vested in HII free and clear of all Encumbrances except the Core Homco Creditor Claims, and its respective Core Homco Liabilities shall be deemed to be assumed by HII and the Core Homco Creditor Claims shall be Unaffected Claims; and
 - (iv) Each Core Homco GP except for HII 86 GP and HII 87 GP shall be deemed to be dissolved and its respective Certificate of Dissolution filed and recorded in accordance with the NSCA; and
- (m) Treatment of Corporate Creditors:

In the following Section 12.3(m), where reference is made to the Monitor holding Newco Common Shares, it is holding same on behalf of Affected Creditors (other than Convenience Class Creditors) with Disputed Claims that are finally determined to be Proven Claims:

- (i) Each Corporate Creditor with a Corporate Creditor Proven Claim (including for greater certainty, Electing Creditors) shall be deemed to subscribe for each such Corporate Creditor's Pro Rata Share of Newco Common Shares, the entire subscription price for which shall be deemed

to be an amount equal to the Newco Assumed Portion of Corporate Creditor Proven Claims;

- (ii) The Monitor or its designate in respect of the Corporate Creditors with Disputed Claims (including for greater certainty Electing Creditors), based on the face value of such Disputed Claims or such lesser amount as shall be determined by the Monitor, shall be deemed to subscribe for each such Corporate Creditor's Pro Rata Share of Newco Common Shares, the subscription price for which shall be equal to the nominal amount of such Newco Common Shares;
- (iii) The Corporate Creditors with Corporate Creditor Proven Claims (including for greater certainty Electing Creditors) who are deemed to have subscribed for Newco Common Shares in Section 12.3(m)(i) will be and will be deemed to be obligated to pay to Newco the subscription price for the Newco Common Shares in Section 12.3(m)(i) above;
- (iv) The Monitor or its designate shall hold the Newco Common Shares subscribed for in Section 12.3(m)(ii) above in the Disputed Claims (Newco Shares) Reserve;
- (v) The obligation to pay the subscription price in Section 12.3(m)(iii) above by the Corporate Creditors with Corporate Creditor Proven Claims (including for greater certainty Electing Creditors) shall be deemed to be satisfied in full by setting off such obligation against the Newco Assumed Portion of Corporate Creditor Proven Claims, and such Newco Assumed Portion of Corporate Creditor Proven Claims shall be deemed to be paid in full and each Corporate Creditor's Pro Rata Share of Newco Common Shares shall become issuable to such Corporate Creditors with Proven Claims in accordance with the Plan;
- (vi) Newco shall be obligated to issue the Newco Common Shares subscribed for by the Corporate Creditors with Proven Claims in Section 12.3(m)(i) above to such Corporate Creditors with Proven Claims, and the obligation of such Corporate Creditors to pay the subscription price in Section 12.3(m)(iii) shall be deemed to be satisfied in full by setting off both such obligations against the Newco Assumed Portion of Corporate Creditor Proven Claims, and such Newco Assumed Portion of Corporate Creditor Proven Claims shall be deemed to be paid in full in accordance with the Plan;
- (vii) Newco shall issue the Newco Common Shares subscribed for in Section 12.3(m)(ii) above by the Monitor to the Monitor or its designate and the subscription price shall be paid up out of the share premium reserve of Newco;
- (viii) The Newco Un-assumed Portion of Corporate Creditor Proven Claims shall be deemed to be settled in accordance with the Plan, in consideration for which such Corporate Creditors shall be entitled to receive in respect

of such Newco Un-assumed Portion of Corporate Creditor Proven Claims, (i) their Pro Rata Share of the Cash Pool and (ii) their Pro Rata Share of the Asset Realization Cash Pool, on repayment of the Note B (Corporate Creditor) principal amount;

- (ix) Newco shall issue the Newco Common Shares subscribed for above by the Corporate Creditors other than Electing Creditors to such Corporate Creditors;
- (x) Each Corporate Creditor with a Corporate Creditor Proven Claim who has elected the Newco Common Shares Cash-Out Option shall and shall be deemed to assign, transfer and sell its entitlement to its Pro Rata Share of the Newco Common Shares to which it is entitled under Section 12.3(m)(i) above to Catalyst in consideration for its *pro rata* share of the Aggregate Newco Common Shares Cash- Out Price and such Electing Creditors shall direct Newco to issue, and Newco shall issue, such Newco Common Shares to Catalyst in accordance with the Plan; and

(n) Repayment of Newco Incorporation Loan:

Upon the issuance of Newco Common Shares to Affected Creditors with Proven Claims in accordance with the Plan, Newco shall repurchase the preference shares held by the Incorporation Foundation for the sum of EUR225,000 and the Incorporation Foundation shall direct Newco to pay such amount to HII to repay the Newco Incorporation Loan on the Incorporation Foundation's behalf, following which payment the Newco Incorporation Loan Note shall be cancelled; and

(o) Transfer of Core Business Assets to Newco and Core GP Assets to Newco Subsidiaries:

- (i) HII shall contribute the Homco 86 LP HII Intercompany Loan to Homco 86 LP in exchange for additional limited partnership interests equal to the value of such loan;
- (ii) HII shall contribute the Homco 87 LP HII Intercompany Loan to Homco 87 LP in exchange for additional limited partnership interests equal to the value of such loan;
- (iii) HII 86 GP and HII 87 GP shall transfer their respective Core GP Assets to the Newco Subsidiaries for Cdn\$1,000 respectively and such interests shall be deemed to be transferred to and shall vest in the Newco Subsidiaries, free and clear of all Encumbrances other than the Core Business Creditor Claims, and the Newco Subsidiaries shall assume and shall be deemed to assume the HII 86 GP Liabilities and the HII 87 GP Liabilities (and for greater certainty HII 86 GP and HII 87 GP shall be deemed to have no liability in respect of such HII 86 GP Liabilities and HII 87 GP Liabilities, respectively);

- (iv) Pursuant to and in accordance with the HII/Shareco Sanction and Vesting Order, HII shall be deemed to transfer all of its right, title and interest in and to the Core Business Assets (other than the Core GP Assets) that it owns to Newco and such Core Business Assets shall be deemed to be transferred to and shall vest in Newco, free and clear of all Encumbrances other than the Core Business Creditor Claims, and where any Real Property Interest is being vested directly in Newco, Newco shall assume and is deemed to assume the Core Homco Liabilities (and for greater certainty HII shall be deemed to have no liability in respect of such Core Homco Liabilities);
- (v) As consideration for such transfer by HII to Newco in Subsection 12.3(o)(ii) above, Newco shall issue the Newco Note to HII and assume HII's obligations under the Newco Bond 5 Guarantee and HII shall be released from such obligations and the security relating to the Bond 5 Secured Claim shall be deemed to be released and extinguished (and for greater certainty, the Bond 5 Unsecured Claim shall remain as an obligation of HII to be compromised as an Affected Claim under the Plan); and
- (vi) The amounts owing under the HII Co-obligation Note and the Newco Note shall be deemed to be set off and the obligations thereunder shall be deemed to be satisfied in full and the HII Co-obligation Note and the Newco Note shall be deemed to be cancelled and the Newco Co-obligation Charge shall be deemed to be discharged; and
- (p) Dissolution of HII 86 GP and HII 87 GP:
 - (i) HII86 GP and HII 87 GP shall be deemed to be dissolved and their respective certificates of dissolution shall be filed and recorded in accordance with the NSCA;
- (q) Homburg Baltic Luxemburg Continuance:

Homburg Baltic shall be exported from the NSCA and imported to Luxembourg under Luxembourg's Commercial Companies Act, 1915; and
- (r) Receipt of Newco Common Shares and Cash by Monitor:
 - (i) Newco shall issue to the Monitor or its designate to be held on behalf of the Affected Creditors (other than Convenience Class Creditors) with Disputed Claims that are finally determined to be Proven Claims, that number of Newco Common Shares needed to establish the Disputed Claims (Newco Shares) Reserve;
 - (ii) HII shall deliver to the Monitor the aggregate of all their Cash, together with the Cash Reserves;
 - (iii) The Monitor shall receive from HII and Shareco:

- (A) the Administrative Reserve and shall deposit same into the Administrative Reserve Account;
 - (B) the Disputed Claims (Cash) Reserve and shall deposit same into the Disputed Claims Reserve Account;
 - (C) the Litigation Reserve and shall deposit same into the Litigation Reserve Account; and
- (iv) The Monitor shall receive the Cash Pool from HII and Shareco and shall deposit same into the Cash Pool Account;
- (s) Non-Core Business Asset Notes and Realization of Non-Core Business Assets:
- (i) HII shall issue Note A (Non-Corporate Creditor) to the Monitor to hold on behalf of each of the Non-Corporate Creditors evidencing each Non-Corporate Creditor's Pro Rata Share of the Asset Realization Cash Pool and which shall be repaid in full with the Asset Realization Cash Pool;
 - (ii) HII shall issue Note B (Corporate Creditor) to the Monitor to hold on behalf of each of the Corporate Creditors evidencing each Corporate Creditor's Pro Rata Share of the Asset Realization Cash Pool;
 - (iii) Pursuant to the HII/Shareco Sanction and Vesting Order, the Affected Creditors' Charge shall be created and deemed to secure, *inter alia*, HII's obligations to the Non-Corporate Creditors under Note A (Non-Corporate Creditor) and to the Corporate Creditors under the Note B (Corporate Creditor); and
 - (iv) HII shall be deemed to enter into sole shareholder declarations assuming the management of the business and affairs of the Non-Core Business Entities that are corporations and the corporate general partners of the Non-Core Business Entities that are Homcos; and
- (t) Directors and Officers: The Continuing Directors shall and shall be deemed to resign as Directors of amalgamated HII and without requirement of further action on the part of such Continuing Directors, unless they affirmatively elect to remain as Directors. The Directors of the HII Group Entities, the Core Business Entities and the Non-Core Business Entities shall and shall be deemed to resign and without requirement of further action on the part of such Directors, unless they affirmatively elect to remain as Directors; and
- (u) Payments by Monitor: The Monitor shall pay:
- (i) the following Administrative Reserve Costs from the Administrative Reserve on or after the Plan Implementation Date pursuant to the HII/Shareco Sanction and Vesting Order and the CCAA:

- (A) all fees and disbursements owing as at the Plan Implementation Date to counsel to the HII Group Entities, the Monitor, and counsel to the Monitor;
 - (B) all amounts on account of Employee Priority Claims;
 - (C) all amounts on account of Government Priority Claims;
 - (D) all amounts on account of Cash Management Lender Claims;
 - (E) all amounts on account of the Post-Filing Trade Payables;
 - (F) the Bond 5 Secured Claim Cash Payment;
 - (G) the HSBC Secured Claim;
 - (H) Newco's costs incurred in respect of the issuance of the Newco Common Shares, including all financial advisory fees and expenses, legal fees and expenses, and fees and expenses paid to rating agencies;
 - (I) all amounts to be paid to Core Business Creditors in connection with the transfer of Core Business Assets in the sequence provided herein if applicable, such amounts not to exceed in the aggregate EUR18,500,000;
 - (J) the costs of administration of the Homco 61 Plan;
 - (K) Bankruptcy Trustee Fees;
 - (L) The reasonable fees and disbursements of members of the Liquidation Advisory Committee, in an amount to be agreed upon by such members and the Monitor;
 - (M) The reasonable fees and disbursements of the Continuing Directors, if any, appointed following Plan Implementation Date in an amount to be agreed upon by such Continuing Directors and the Monitor;
 - (N) The reasonable winding-up costs and expenses of Stichting Homburg Bonds, such amounts not to exceed Cdn\$35,000; and
- (ii) from the KERF Fund, all amounts owing to Persons on account of their KERF Claims; and
- (v) Distributions:

The Monitor shall on behalf of HII hold, maintain and administer:

- (i) the Cash Pool, the Asset Realization Cash Pool and the Cash Reserves, and shall hold same in escrow for the benefit of the Affected Creditors with Proven Claims for distribution in accordance with the Plan;
 - (ii) the Non-Core Business Asset Notes; and
 - (iii) the Disputed Claims (Newco Shares) Reserve in accordance with the Plan, which shall be held by the Monitor or its designate for the benefit of the Affected Creditors (other than Convenience Class Creditors) with Disputed Claims, to the extent that their Disputed Claims become Proven Claims, for distribution in accordance with the Plan; and
- (w) Directors Charge:
- (i) The Continuing Directors shall have and be deemed to have the benefit of the Directors' Charge in connection with their serving as Directors of amalgamated HII, and the Directors' Charge shall be deemed to attach to the property, assets and undertaking of amalgamated HII under and in accordance with the Plan (but for greater certainty shall not attach to the Core Business Assets vested in Newco);
 - (ii) The Directors' Charge shall be and shall be deemed to be discharged immediately following the resignation of the last Continuing Director and for greater certainty the Directors' Charge shall survive the Plan Implementation Date until such last resignation;
- (x) Plan Charges:

The HII/Shareco Sanction and Vesting Order shall provide for the following Plan Charges to be created on and to survive the Plan Implementation Date in the following order of priority:

- (i) The Administration Charge shall continue and shall attach against the Cash Pool, the Asset Realization Cash Pool, the Cash Reserves, and the Non-Core Business Assets (but for greater certainty shall not attach to the Core Business Assets vested in Newco);
- (ii) The Liquidation Charge shall attach against the Asset Realization Cash Pool and the Disputed Claims (Asset Realization) Reserve, which Liquidation Charge shall rank behind the Administration Charge (but for greater certainty shall not attach to the Core Business Assets vested in Newco); and
- (iii) The Affected Creditors' Charge shall attach against the Cash Pool, the Asset Realization Cash Pool, the Cash Reserves and the Non-Core Business Assets, which Affected Creditors' Charge and shall rank behind the Administration Charge, the Directors' Charge and the Liquidation Charge (but for greater certainty shall not attach to the Core Business Assets vested in Newco) ;

- (y) Compromise and Release: The compromises with the Affected Creditors and the Release of the Released Parties referred to in Article 13 shall become effective in accordance with the Plan.

12.4 Plan Transactions

HII and Shareco shall take actions as may be necessary or appropriate to effect the Plan Transactions as set forth in the Plan and as modified by any Plan Transactions Notice, including the transactions necessary or appropriate to simplify HII's and Shareco's structure and to effect a restructuring of the Business. Such actions may include, without limitation: (i) the execution and delivery of appropriate articles, agreements or other documents of incorporation, merger, amalgamation, consolidation, arrangement, continuation, restructuring, exchange, conversion, liquidation, winding-up, dissolution, transfer, reorganization, repayments, cancellations, discharges, or other transactions containing terms that are consistent with the terms of the Plan; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, including, where applicable, with respect to the assumption of liabilities upon the transfer or assignment of assets or liquidation or winding-up of any Homburg Group Member, Guarantee, or delegation of any property, right, privilege, liability, duty, or obligation on terms consistent with the terms of the Plan, in each case without the need to obtain any consent by any Person; (iii) the filing of appropriate articles, agreements, or other documents of incorporation, merger, amalgamation, consolidation, arrangement, continuation, restructuring, exchange, conversion, liquidation, winding-up, dissolution, transfer, reorganization, repayments, cancellations, discharges, or other transactions with the appropriate Governmental Authorities under Applicable Law; (iv) the determination of the manner and the sequence in which the Affected Claims are settled, compromised, or otherwise dealt with; (v) the modification of any Plan Transaction or the determination of the manner, timing and/or sequence in which such Plan Transactions will be effected or deemed to be effected; and (vi) all other actions that HII or Shareco may determine are necessary or appropriate to give effect to the Plan Transactions, including the making of filings or recordings in connection with the relevant Plan Transactions. HII and Shareco shall be permitted to implement certain of the Plan Transactions after the Plan Implementation Date as contemplated in the Plan and as modified by any Plan Transactions Notice as the case may be. The form of each Plan Transaction shall, where applicable, be determined by HII and Shareco and their successors party to any Plan Transaction, and shall be approved by the Monitor; provided, however, that HII and Shareco reserve the right to undertake transactions in lieu of or in addition to such Plan Transactions as HII and Shareco may deem necessary or appropriate under the circumstances and as approved by the Monitor. Notwithstanding the foregoing or any other provision of the Plan, the implementation of any of the Plan Transactions or other transactions undertaken in accordance with this Section shall not affect the distributions under the Plan and any such Plan Transactions or other transactions that are material shall be filed with the Court for approval.

ARTICLE 13 RELEASES

13.1 Plan Releases

- (a) On the Plan Implementation Date, HII, Shareco, Homco 190 LP, Homco 191 LP and Homco 199 LP, their respective employees (including the Named Officers serving as a legal representative of HLPM at the request of HII), legal counsel and agents, and the Named Directors (being herein referred to individually as an “**HII Released Party**”) shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, Encumbrances and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Creditor, Affected Creditor or other Person may be entitled to assert, including any and all Claims in respect of the payment and receipt of proceeds and statutory liabilities of the Named Directors and employees of the HII Released Parties and any alleged fiduciary or other duty (whether such employees are acting as a Director, member or employee), whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the later of the Plan Implementation Date and the date on which actions are taken to implement the Plan that are in any way relating to, arising out of or in connection with the Claims, the Business whenever or however conducted, the Plan, the CCAA Proceedings, or any Claim that has been barred or extinguished by the Claims Process Order and all Claims arising out of such actions or omissions shall be forever waived and released (other than the right to enforce the HII Entities’ obligations under the Plan or any related document), all to the full extent permitted by Applicable Law, provided that nothing herein shall release or discharge (A) any HII Released Party if such HII Released Party is judged by the expressed terms of a judgment rendered on a final determination on the merits to have committed criminal, fraudulent or other wilful misconduct or (B) the Named Directors with respect to matters set out in section 5.1(2) of the CCAA.
- (b) On the Plan Implementation Date, Catalyst (solely in its capacity as an investor under the Restated Support Agreement), Stichting Homburg Bonds, Stichting Homburg Capital Securities, Stichting CanTrust and 1028167 Alberta Ltd. (collectively, the “**Foundation Entities**”), the Monitor, and Deloitte, and their respective directors (including current directors), officers, employees, advisors, legal counsel and agents (being herein referred to individually as a “**Non-HII Released Party**”, and together with the HII Released Parties, the “**Released Parties**”) shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, orders, including for injunctive relief or specific performance and compliance orders, expenses, executions, Encumbrances and other recoveries on account of any liability, obligation, demand or cause of action

of whatever nature which any Creditor, Affected Creditor or other Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the later of the Plan Implementation Date and the date on which actions are taken to implement the Plan that are in any way relating to, arising out of or in connection with the Claims, the Business whenever or however conducted, the Plan, the CCAA Proceedings, or any Claim that has been barred or extinguished by the Claims Process Order and all Claims arising out of such actions or omissions shall be forever waived and released (other than the right to enforce the HII Entities' obligations under the Plan or any related document), all to the full extent permitted by Applicable Law, provided that nothing herein shall release or discharge (A) any Non-HII Released Party if such Non-HII Released Party is judged by the expressed terms of a judgment rendered on a final determination on the merits to have committed criminal, fraudulent or other wilful misconduct or (B) any of the Foundation Entities or their respective directors or officers (other than the Named Directors and for greater certainty, current directors), employees, advisors, legal counsel and agents retained or employed prior to the HII Filing Date for any Claims in existence or relating to any period prior to the HII Filing Date.

- (c) The HII/Shareco Sanction and Vesting Order will enjoin the prosecution, whether directly, derivatively or otherwise, of any Claim, obligation, suit judgment, damage, demand, debt, right, cause of action, liability or interest released, discharged, compromised or terminated pursuant to the Plan.
- (d) Nothing in the Plan shall be interpreted as restricting the application of Section 21 of the CCAA.

ARTICLE 14

COURT SANCTION, CONDITIONS PRECEDENT AND IMPLEMENTATION

14.1 Application for HII/Shareco Sanction and Vesting Order

If the Required Majority of the Affected Creditors approves the Plan, HII and Shareco shall apply for the HII/Shareco Sanction and Vesting Order on or before the date set in the HII/Shareco Meeting Order for the hearing of the HII/Shareco Sanction and Vesting Order or such later date as the Court may set. The HII/Shareco Sanction and Vesting Order shall not become effective until the Plan Implementation Date.

14.2 HII/Shareco Sanction and Vesting Order

The HII/Shareco Sanction and Vesting Order will have effect from and after the Effective Time on the Plan Implementation Date, and shall, among other things:

- (a) declare that (i) the Plan has been approved by the Required Majority of Affected Creditors with Proven Claims in conformity with the CCAA; (ii) the HII Group Entities have 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 the HII Group Entities have not done or purported to do anything that is not authorized by the CCAA; and (iv) the Plan and the Plan Transactions contemplated thereby are fair and reasonable;
- (b) declare that the Pre-Plan Implementation Date Transactions as conditions precedent to the Plan are approved as contemplated by Schedule “B” of the Plan;
- (c) authorize the Monitor and HII to agree to the amount of the Administrative Reserve prior to the Plan Implementation Date;
- (d) confirm the amount of the Disputed Claims (Cash) Reserve and the Litigation Reserve;
- (e) declare that as of the Effective Time and in accordance with the sequence set out in Article 12, the Plan and all associated steps, compromises, transactions, arrangements, releases and reorganizations effected thereby are approved, binding and effective upon the HII Group Entities, all Affected Creditors, the Released Parties and all other Persons and Parties affected by the Plan as of the Effective Time;
- (f) grant to the Monitor in addition to its rights and obligations under the CCAA, the powers, duties and protections contemplated by and required under the Plan;
- (g) authorize the Monitor to perform its duties and functions and fulfil its obligations under the Plan to facilitate the implementation thereof;
- (h) authorize the Monitor, upon the direction of the Liquidation Advisory Committee, to investigate and assess any Litigation Claim and investigate any Creditor Cause of Action;
- (i) authorize the Monitor to prosecute and/or settle any Litigation Claim, on prior consultation with and the approval of the Liquidation Advisory Committee;
- (j) authorize the Monitor to prepare and file any tax returns in any jurisdiction on behalf of HII or any Homburg Group Member, to file any notices of objection or appeals, and to engage with any Tax Authority in connection therewith;
- (k) authorize and direct:
 - (i) HII and Shareco to create the Administrative Reserve, the Disputed Claims (Cash) Reserve and the Litigation Reserve approved in the amounts specified in the HII/Shareco Sanction and Vesting Order as agreed to among HII, Shareco and the Monitor, and to deliver same to the Monitor;

- (ii) the Monitor to receive such Cash Reserves and to deposit same in the respective accounts more particularly described in the Plan;
 - (iii) the Monitor from and after the Plan Implementation Date to create the Disputed Claims (Asset Realization) Reserve from the Non-Core Business Asset Net Proceeds;
 - (iv) the Monitor to administer and finally determine the Homco 61 Affected Claims of Homco 61 Affected Creditors under and in accordance with the Claims Process Order, Article 9, Article 10, and Article 11 of the Plan and Article 5 of the Homco 61 Plan and manage the distribution of the HII Homco 61 Distribution directly to such Homco 61 Affected Creditors with Homco 61 Proven Claims, as if the Homco 61 Affected Creditors were Affected Creditors of HII and Article 9, Article 10 and Article 11 of the Plan shall apply *mutatis mutandis* to the Homco 61 Affected Creditors, with such changes as are necessary to read as for the Homco 61 Creditors;
 - (v) the Monitor to allocate the costs of such administration of Homco 61 Affected Claims to the Homco 61 Administrative Reserve Costs, to provide for such costs in the Administrative Reserve and deduct such costs from the HII Homco 61 Distribution; and
 - (vi) the Monitor to utilize the Disputed Claims (Cash) Reserve, the Disputed Claims (Asset Realization) Reserve and the Disputed Claims (Newco Share) Reserve in effecting the administration and determination of the Homco 61 Affected Claims;
- (l) declare that the Plan Transactions to be taken and the compromises and releases to be effected on the Plan Implementation Date are deemed to occur and to be effected in the sequential order contemplated by Section 12.3 of the Plan, as amended by any Plan Transactions Notices, on the Plan Implementation Date, beginning at the Effective Time or at such other time, times or manner as may be determined in accordance with the Plan;
 - (m) declare that all right, title and interest in and to the Core Business Assets (other than the Core GP Assets) have vested absolutely in Newco and all right, title and interest in and to the Core GP Assets have vested absolutely in the Newco Subsidiaries, free and clear of all Encumbrances, other than Core Business Creditor Claims, in accordance with the HII/Shareco Sanction and Vesting Order;
 - (n) compromise, discharge and release the Released Parties from any and all Affected Claims of any nature in accordance with the Plan, and declare that the ability of any Person to proceed against the Released Parties in respect of or relating to any Affected Claims shall be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims be permanently stayed, subject only to the right of Affected Creditors to receive distributions pursuant to the Plan in respect of their Affected Claims;

- (o) declare that any Affected Claim for which a Proof of Claim has not been filed by the Claims Bar Date in accordance with the Claims Process Order shall be forever barred and extinguished;
- (p) declare that the Stay of Proceedings and protections under the Initial Order be extended to, and including, the Final Distribution Date and, in addition to the parties currently protected thereunder, shall extend to the benefit of the Released Parties;
- (q) deem the remaining Directors of the HII Group Entities, including of the Petitioners, the Homco GPs, Homburg Baltic, Homburg US and Homburg Holdings (US) Inc. to have resigned without replacement on the Effective Time on the Plan Implementation Date unless they affirmatively elect to remain as directors, other than the Continuing Directors who shall continue as Directors of amalgamated HII and who shall continue to receive the benefit of the Directors' Charge until the date of their resignation or deemed resignation;
- (r) declare that all distributions and payments by or at the direction of the Monitor, in each case on behalf of HII and Shareco, to the Affected Creditors with Proven Claims under the Plan are for the account of HII and Shareco and the fulfillment of their respective obligations under the Plan;
- (s) declare that the Monitor or its designate (i) shall hold the Newco Common Shares issued to it on the Initial Distribution Date in respect of an Affected Creditor's Disputed Claim in the Disputed Claims (Newco Shares) Reserve and (ii) shall hold in escrow the Newco Common Shares pursuant to Section 9.2 and shall have no authority to transfer Newco Common Shares to any Person other than in accordance with the Plan and that it shall have no personal liability relating to holding the Newco Common Shares in the Disputed Claims (Newco Shares) Reserve, including without limitation for any loss arising out of fluctuations in the market value of the Newco Common Shares while held in the Disputed Claims (Newco Shares) Reserve, other than its obligation to transfer shares from the Disputed Claims (Newco Shares) Reserve pursuant to and in accordance with the Plan;
- (t) declare that the Monitor shall not incur any liability under the Tax Statutes in respect of its making any payments, ordered or permitted under the HII/Shareco Sanction and Vesting Order and is thereby forever released, remised and discharged from any Claims against it under the Tax Statutes or otherwise at law, arising in respect of payments made under the Plan and the HII/Shareco Sanction and Vesting Order and any Claims of such nature are thereby forever barred;
- (u) declare that in no circumstances will the Monitor have any liability for any of the HII Group Entities' tax liabilities regardless of how or when such liability may have arisen;
- (v) the Monitor shall be authorized, in connection with the liquidation of any Non-Core Business Entities' Asset and the realization of any Non-Core Business Assets, the making of any payment or distribution or the taking of any step or

transaction or performance of any function under or in connection with the Plan, to apply in its sole discretion to any Governmental Authority for any consent, authorization, certificate or approval in connection therewith;

- (w) declare that, in carrying out the terms of the HII/Shareco Sanction and Vesting Order and the Plan, (i) the Monitor shall benefit from all the protections given to it by the CCAA, the Initial Order and any other Order expanding the powers of the Monitor, and as an officer of the Court, including the Stay of Proceedings in its favour; (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of the HII/Shareco Sanction and Vesting Order and/or the Plan; (iii) the Monitor shall be entitled to rely on the books and records of the HII Group Entities and any information provided by any of the HII Group Entities without independent investigation and shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.
- (x) approve the constitution of the Liquidation Advisory Committee and authorize the Monitor to consult with and seek the approval of the Liquidation Advisory Committee as more particularly provided in the Plan;
- (y) approve the form of Monitor's Plan Implementation Date Certificate, and declare that upon the satisfaction or waiver of the Conditions Precedent to implementation of the Plan set out in Section 14.4, the Monitor shall file the Monitor's Plan Implementation Date Certificate;
- (z) provide for the creation of the Plan Charges which shall survive the Plan Implementation Date in the order of priority set out in the Plan:
- (aa) approve the form of Monitor's Plan Completion Certificate, and declare that the Monitor, in its capacity as Monitor, upon completion of its duties to effect distributions in accordance with the Plan, shall file with the Court the Monitor's Plan Completion Certificate stating that all of its duties under the Plan and the Orders have been completed and thereupon, Deloitte shall be deemed to be discharged from its duties as Monitor of the HII Group Entities in the CCAA Proceedings and released of all claims relating to its activities as Monitor, the Liquidation Advisory Committee shall be discharged and the Plan Charges shall be released;
- (bb) approve the Monitor's form of Notice of Final Distribution;
- (cc) authorize the Monitor (at its sole election) to seek an order of any court of competent jurisdiction to recognize the Plan and the HII/Shareco Sanction and Vesting Order and to confirm the Plan and the HII/Shareco Sanction and Vesting Order as binding and effective in any appropriate foreign jurisdiction; and
- (dd) declare that HII and the Monitor may apply to the Court from time to time for advice and direction in respect of any matters arising from or under the Plan, including without limitation regarding the distribution mechanics and the Plan Transactions.

14.3 Conditions Precedent to Catalyst Investment under the Plan

The implementation of the Catalyst Investment under the Plan shall be conditional upon:

- (a) the fulfilment or waiver, where applicable, of the Catalyst Conditions Precedent under and in accordance with Section 7(b) of the Restated Catalyst Support Agreement;
- (b) the fulfilment or waiver, where applicable, of the Mutual Conditions Precedent under and in accordance with Section 7(a) of the Restated Catalyst Support Agreement; and
- (c) the fulfilment or waiver, where applicable, of the HII Conditions Precedent under and in accordance with Section 7(c) of the Restated Catalyst Support Agreement.

14.4 Conditions Precedent to Implementation of the Plan

The implementation of the Plan shall be conditional upon the fulfilment or waiver, where applicable, of the following conditions precedent on or before the Effective Time or the date specified therefor, provided however that any waiver of Sections 14.4(a), (b), (c), (f), (g), and (h) shall require the consent of Catalyst acting reasonably (collectively the “**Conditions Precedent**”):

- (a) The Pre-Plan Implementation Date Transactions shall have been effected in their entirety;
- (b) The requisite number of all Affected Creditors as determined by the Monitor shall have fulfilled all applications and registrations and shall have received all such registrations and authorizations as shall be required to allow such Affected Creditors to receive and trade any Newco Common Shares to which such Affected Creditors may be entitled in and through the Trading Platform;
- (c) The HII/Shareco Meeting Order shall have been granted by the Court;
- (d) HII and Shareco shall have satisfied their respective Post-Filing Trade Payables in the ordinary course or provision shall have been made in respect thereof in the Administrative Reserve to the satisfaction of the Monitor;
- (e) All material consents, declarations, rulings, certificates or approvals of or by any Governmental Authority as may be considered necessary by HII, Shareco and the Monitor in respect of the Plan Transactions shall have been obtained, including without limitation:
 - (i) The issuance of a licence by the AFM to Newco;
 - (ii) The approval of the Newco Prospectus by the applicable regulator or the Trading Platform (as applicable) in connection with the admission to trading of the Newco Common Shares; and

- (iii) The Trading Platform shall have confirmed in writing the admission to trading of the Newco Common Shares on the Trading Platform;
- (f) HII shall have obtained the necessary consents of the Core Business Creditors relating to the transfer of the Core Business Assets to Newco or the Newco Subsidiaries as applicable;
- (g) The Plan shall have been approved by the Required Majority of the Affected Creditors in the Unsecured Creditors' Class at the HII/Shareco Creditors' Meeting; and
- (h) The HII/Shareco Sanction and Vesting Order shall have been granted by the Court in form satisfactory to HII and Shareco and the Monitor, and for greater certainty, shall be in full force and effect and not reversed, stayed, varied, modified, or amended.

14.5 Monitor's Certificate

Upon delivery of written notice from HII of the fulfilment or waiver of the conditions precedent to implementation of the Plan as set out in Section 14.4 of the Plan, the Monitor shall deliver the Monitor's Plan Implementation Date Certificate to HII. Following the Plan Implementation Date, the Monitor shall file such certificate with the Court and shall post a copy of same on the Website.

ARTICLE 15 GENERAL

15.1 Binding Effect

On the Plan Implementation Date:

- (a) the Plan will become effective at the Effective Time and the Plan Transactions will be implemented;
- (b) the treatment of Affected Claims under the Plan shall be final and binding for all purposes and enure to the benefit of the HII Group Entities, all Affected Creditors, the Released Parties, the Named Directors and all other Persons and Parties named or referred to in, or subject to, the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;
- (c) all Affected Claims shall be and shall be deemed to be forever discharged and released, excepting only the obligations to make distributions in respect of such Affected Claims in the manner and to the extent provided for in the Plan;
- (d) each Person named or referred to in, or subject to the Plan, will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety; and

- (e) each Person named or referred to in, or subject to the Plan, shall be deemed to have executed and delivered to HII all consents, releases, directions, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

15.2 Waiver of Defaults

From and after the Plan Implementation Date, all Persons shall be deemed to have waived any and all defaults of the Released Parties then existing or previously committed by the Released Parties, or caused by the Released Parties, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any contract, instrument, credit document, lease, guarantee, agreement for sale, deed, licence, permit or other agreement, written or oral, and any and all amendments or supplements thereto, existing between such Person and any of the Released Parties arising directly or indirectly from the filing by the Released Parties under the CCAA and the implementation of the Plan (including the Reorganization Transaction) and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any such agreement shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall be deemed to excuse the Released Parties from performing their obligations under the Plan or be a waiver of defaults by the Released Parties under the Plan and the related documents. This Section does not affect the rights of any Person to pursue any recoveries for a Claim that may be obtained from a guarantor (other than a Released Party) and any security granted by such guarantor. For greater certainty, nothing in this Section shall affect the rights of the Bond 6 Claim Holders to receive distributions under the Homco 61 Plan in respect of the Bond 6 Homco 61 Claim. Notwithstanding anything in this Section 15.2, Catalyst shall not be deemed to have waived any breach by HII, Shareco or Homco 61 LP of any of their respective obligations under the Restated Catalyst Support Agreement.

15.3 Claims Bar Date

Nothing in the Plan extends or shall be interpreted as extending or amending the Claims Bar Date, or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Process Order.

15.4 Deeming Provisions

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

15.5 Non-Consummation

HII and Shareco reserve the right to revoke or withdraw the Plan at any time prior to the Plan Sanction Date with the consent of the Monitor. If HII and Shareco revoke or withdraw the Plan, or if the HII/Shareco Sanction and Vesting Order is not issued or if the Plan Implementation Date does not occur, (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim), or any document or agreement executed pursuant to the Plan shall be deemed null and void, and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (i) constitute or be deemed to constitute a waiver or release of

any Claims by or against HII, Shareco or any other Person; (ii) prejudice in any manner the rights of HII or Shareco or any other Person in any further proceedings involving HII or Shareco; or (iii) constitute an admission of any sort by HII or Shareco or any other Person.

15.6 Modification of the Plan

- (a) HII and Shareco reserve the right, at any time and from time to time, with the consent of the Monitor and Catalyst, acting reasonably, both prior to and during the HII/Shareco Creditors' Meeting or after the HII/Shareco Creditors' Meeting, to amend, restate, modify and/or supplement the Plan; provided (i) if made prior to or at the HII/Shareco Creditors' Meeting, such amendment, restatement, modification or supplement shall be communicated to the Affected Creditors in the manner required by the HII/Shareco Meeting Order, and (ii) if made following the HII/Shareco Creditors' Meeting, such amendment, restatement, modification or supplement shall be approved by the Court following notice to the Affected Creditors.
- (b) Notwithstanding Section 15.6(a), any amendment, restatement, modification or supplement to the Plan may be made by HII and Shareco with the consent of Catalyst, acting reasonably, and the Monitor, or pursuant to an Order, at any time and from time to time, provided that it concerns a matter which, in the opinion of HII and Shareco, acting reasonably, is of an administrative nature required to better give effect to the implementation of the Plan and the HII/Shareco Sanction and Vesting Order or to cure any errors, omissions or ambiguities and is not materially adverse to the financial or economic interests of the Affected Creditors.
- (c) Any amended, restated, modified or supplementary Plan or Plans filed with the Court and, if required by this Section, approved by the Court, shall, for all purposes, be and be deemed to be a part of, and incorporated, in the Plan.

15.7 Paramountcy

Except with respect to the Unaffected Claims, from and after the Effective Time on the Plan Implementation Date, any conflict between:

- (a) the Plan; and
- (b) the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, bylaws of the HII Group Entities, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between any Person and the HII Group Entities as at the Plan Implementation Date;

will be deemed to be governed by the terms, conditions and provisions of the Plan and the HII/Shareco Sanction and Vesting Order, which shall take precedence and priority.

15.8 Severability of Plan Provisions

If, prior to the Plan Sanction Date, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of HII and Shareco and with the consent of the Monitor, shall have the power to either (a) sever such term or provision from the balance of the Plan and provide HII and Shareco with the option to proceed with the implementation of the balance of the Plan as of and with effect from the Plan Implementation Date, or (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, and provided that HII and Shareco proceed with the implementation of the Plan, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

15.9 Responsibilities of the Monitor

The Monitor is acting in its capacity as Monitor in the CCAA Proceedings with respect to the HII Group Entities and not in its personal or corporate capacity, for any and all acts, or decisions to not act in the context of the liquidation of the Non-Core Business Entities' Assets and the realization of the Non-Core Business Assets, whether same occurs before or after the Plan Implementation Date. The Monitor is acting and will continue to act in its capacity as Monitor in the CCAA Proceedings with respect to the HII Group Entities and not in its personal and corporate capacity while establishing and administering the Cash Reserves (including any adjustments with respect to same), opening a DRS Account, holding the Non-Core Business Asset Notes, selecting a Trading Platform and establishing any of the Distribution Date, Materials Record Date, Effective Time or the timing or sequence of the Plan Transactions. The Monitor will not be responsible or liable for any obligations of the Homburg Group Members, including with respect to the payment of any of the Administrative Reserve Costs, Litigation Reserve Costs and the KERP Claim, and the making of distributions or the receipt of any distribution by an Affected Creditor pursuant to the Plan. The Monitor will have the powers and protections granted to it by the Plan, the CCAA, the Initial Order, the HII/Shareco Meeting Order, the HII/Shareco Sanction and Vesting Order, and any other Order made in the CCAA Proceedings.

15.10 Different Capacities

Persons who are affected by the Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder in each such capacity. Any action taken by a Person in one capacity will not affect such Person in any other capacity, unless expressly agreed by the Person in writing or unless its Claims overlap or are otherwise duplicative.

15.11 Notices

Any notice of other communication to be delivered hereunder must be in writing and reference the Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail or by facsimile or email addressed to the respective Parties as follows:

If to HII and Shareco:

Homburg Invest Inc. and Homburg Shareco Inc.
32 Akerley Boulevard
Dartmouth, Nova Scotia
B3B 1N1

Attention: Mr. Jan Schöningh, President and Chief Executive Officer
and Mr. James F. Miles, Chief Financial Officer
Fax: (514) 841-9618
Email: jschonigh@hinvest.ca / jmiles@hinvest.ca

with a copy to:

Osler, Hoskin & Harcourt LLP
1000 De la Gauchetiere Street West
Suite 2100
Montreal, Quebec
H3B 4W5

Attention: Mr. Vitale Santoro and Ms Sandra Abitan
Fax: (514) 904-8101
Email: vsantoro@osler.com / sabitan@osler.com

If to a Creditor:

to the address or facsimile number or email address for such Creditor specified in
the Proof of Claim or Letter of Instruction filed by such Creditor;

If to the Monitor:

Samson Belair/Deloitte & Touche Inc.
1 Place Ville Marie
Suite 3000
Montreal, Quebec
H3B 4T9

Attention: Mr. Pierre Laporte and Mr. Jean-Francois Nadon
Fax: (514) 390-4103
Email: pilaporte@deloitte.ca / jnadon@deloitte.ca

with a copy to:

McCarthy Tetrault LLP
1000 De la Gauchetiere Street West
Suite 2500
Montreal, Quebec
H3B OA2

Attention: Mr. Mason Poplaw and Mr. Clemens Mayr
Fax: (514) 875-6246
Email: mpoplaw@mccarthy.ca / cmayr@mccarthy.ca

If to Catalyst:

The Catalyst Capital Group Inc.
77 King Street West
Royal Trust Tower
TD Bank Centre
Suite 4320, PO Box 212
Toronto, Ontario
M5K 1J3

Attention: Mr. Gabriel De Alba
Fax: (416) 945-3060
Email: gdealba@catcapital.com

with a copy to:

McMillan LLP
1000 Sherbrooke Street West
Suite 2700
Montreal, Quebec
H3A 3G4

Attention: Mr. Max Mendelsohn / Mr. Marc-André Morin
Fax: (514) 987-1213
Email: max.mendelsohn@mcmillan.ca / marc-andre.morin@mcmillan.ca

or to such other address as any party may from time to time notify the others in accordance with this Section. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent before 5:00 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

15.12 Further Assurances

Each of the Persons named or referred to in, or subject to, the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the transactions contemplated herein.

DATED as of the 5th day of June, 2013.

SCHEDULE "A"

Articles of Reorganization

Business Corporations Act
Section 192

1. Name of Corporation

2. Corporate Access Number

Table with 2 columns: Name of Corporation (ALBERTA LTD.) and Corporate Access Number.

3. In accordance with the Order for Reorganization, the Articles of Incorporation are amended as follows:

In accordance with the Homburg Invest Inc./Homburg Shareco Inc. Sanction and Vesting order made by the Superior Court (Commercial Division) of the Province of Quebec on _____, 2013, 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. and Homburg Management (Canada) Inc. (collectively the Debtors/Petitioners); and Homco Realty Fund (52) Limited Partnership, Homburg Realty Fund (61) 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 and Castello Development Ltd. (collectively the Mises-en-cause); and Samson Belair/Deloitte & Touche Inc. (the Monitor) (No.: 500-11-041305-117) and pursuant to Section 192 of the Business Corporations Act (Alberta) (the "ABCA"), the Articles of Amalgamation of _____ Alberta Ltd. (the "Corporation") are amended as follows:

1. Pursuant to Section 173(1)(d) of the ABCA, a new class of common shares of the Corporation is created, such that the classes of shares and maximum number of shares the Corporation is authorized to issue shall be "Unlimited number of common shares without nominal or par value", with the rights, privileges, restrictions and conditions attached thereto as specified in Section 26(3) of the ABCA.

2. Pursuant to Section 173(1)(h) of the ABCA, all of the following classes of shares of the Corporation are cancelled:

- Class A Subordinate Voting Shares
Class A Preferred Shares
Class B Multiple Voting Shares
Class B Preferred Shares

Name of Person Authorizing (please print)

Identification

Signature

Title (please print)

Date

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for the Alberta Government, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-7013.

SCHEDULE “B”

PRE-PLAN IMPLEMENTATION DATE TRANSACTIONS

The following Pre-Plan Implementation Date Transactions shall be effected, without any further act, or formality being taken and as shall be approved by the HII/Shareco Sanction and Vesting Order prior to the Plan Implementation Date:

- (a) Incorporation of Newco and Newco Subsidiaries:
 - (i) HII shall lend to the Incorporation Foundation the Newco Incorporation Loan, the loan proceeds of which shall be used by the Incorporation Foundation to subscribe for the initial preference shares of Newco;
 - (ii) The Incorporation Foundation shall incorporate Newco under the laws of the Netherlands by subscribing for preference shares for the subscription price of EUR225,000;
 - (iii) Newco shall have such characteristics (including capital structure, protective measures and governance) as shall be appropriate in view of its size, the Trading Platform on which its shares are traded and its activities and as shall protect Newco and its stakeholders against undue interference, all in accordance with Applicable Law;
 - (iv) Newco shall adopt such governance policies and measures as are necessary to comply with (A) the Alternative Investment Fund Managers Directive and the regulations thereunder, and (B) the Dutch Corporate Governance Code, to the extent that such compliance does not conflict with the terms of the Restated Catalyst Support Agreement or is otherwise unanimously agreed to by the Newco Initial Supervisory Board;
 - (v) Newco shall incorporate two subsidiaries to receive the Core GP Assets; and
 - (vi) For greater certainty, if the Restated Catalyst Support Agreement is validly terminated prior to the Plan Implementation Date, Catalyst shall have no representation on the Newco Initial Supervisory Board or the Newco Management Board;
- (b) Collapsing of BV Preferred Share Structure:
 - (i) Each BV Preferred Shareholder shall transfer its preferred shares of a Core BV to its respective co-shareholder Homco other than the BV Preferred Shareholders of Coët BV and Valbonne 2 BV;
 - (ii) Hofer Corporation NV shall transfer its preferred shares of Valbonne 2 BV to Stichting Coeval; and

PRE PLAN IMPLEMENTATION DATE TRANSACTIONS

(continued)

- (iii) Torvël BV shall transfer its preferred shares of Coët BV to Stichting Coeval; and
- (c) Voluntary Bankruptcies: In their discretion, HII and the Monitor may determine whether any Homburg Group Member is an Insolvent Person, and shall cause it to file an assignment into bankruptcy under the BIA or similar step under foreign bankruptcy legislation, naming Deloitte or any other Person as Trustee in Bankruptcy as applicable; and
- (d) Core BV's Upstream Loans: In their discretion, HII and the Monitor may determine to repay or satisfy a Core BV's intercompany loans or advances owing from its sole common shareholder Core Homco, including without limitation by way of return of capital, dividend in kind, payment, set-off and forgiveness of debt;
- (e) HII Downstream Loans: In their discretion, HII and the Monitor may determine to convert HII downstream loans or advances owing from Core Homcos into units of such Core Homcos; and
- (f) Information Circular: HII shall prepare the Information Circular and shall cause the Information Circular to be sent or otherwise made available to the Affected Creditors in accordance with the HII/Shareco Meeting Order and any other Persons as may be required by the Court or under Applicable Law.

SCHEDULE “D”

HOMCOS

HII is the sole limited partner of the following Homcos:

<u>Defined Term</u>	<u>Meaning</u>
“Homco 52 LP”	Homco Realty Fund (52) Limited Partnership
“Homco 61 LP”	Homco Realty Fund (61) Limited Partnership
“Homco 69 LP”	Homco Realty Fund (69) Limited Partnership
“Homco 70 LP”	Homco Realty Fund (70) Limited Partnership
“Homco 71 LP”	Homco Realty Fund (71) Limited Partnership
“Homco 72 LP”	Homco Realty Fund (72) Limited Partnership
“Homco 73 LP”	Homco Realty Fund (73) Limited Partnership
“Homco 74 LP”	Homco Realty Fund (74) Limited Partnership
“Homco 76 LP”	Homco Realty Fund (76) Limited Partnership
“Homco 83 LP”	Homco Realty Fund (83) Limited Partnership
“Homco 84 LP”	Homco Realty Fund (84) Limited Partnership
“Homco 85 LP”	Homco Realty Fund (85) Limited Partnership
“Homco 86 LP”	Homco Realty Fund (86) Limited Partnership
“Homco 87 LP”	Homco Realty Fund (87) Limited Partnership
“Homco 88 LP”	Homco Realty Fund (88) Limited Partnership
“Homco 89 LP”	Homco Realty Fund (89) Limited Partnership
“Homco 92 LP”	Homco Realty Fund (92) Limited Partnership
“Homco 94 LP”	Homco Realty Fund (94) Limited Partnership
“Homco 96 LP”	Homco Realty Fund (96) Limited Partnership
“Homco 98 LP”	Homco Realty Fund (98) Limited Partnership
“Homco 102 LP”	Homco Realty Fund (102) Limited Partnership

<u>Defined Term</u>	<u>Meaning</u>
“Homco 105 LP”	Homco Realty Fund (105) Limited Partnership
“Homco 110 LP”	Homco Realty Fund (110) Limited Partnership
“Homco 112 LP”	Homco Realty Fund (112) Limited Partnership
“Homco 113 LP”	Homco Realty Fund (113) Limited Partnership
“Homco 114 LP”	Homco Realty Fund (114) Limited Partnership
“Homco 115 LP”	Homco Realty Fund (115) Limited Partnership
“Homco 116 LP”	Homco Realty Fund (116) Limited Partnership
“Homco 117 LP”	Homco Realty Fund (117) Limited Partnership
“Homco 118 LP”	Homco Realty Fund (118) Limited Partnership
“Homco 119 LP”	Homco Realty Fund (119) Limited Partnership
“Homco 120 LP”	Homco Realty Fund (120) Limited Partnership
“Homco 121 LP”	Homco Realty Fund (121) Limited Partnership
“Homco 122 LP”	Homco Realty Fund (122) Limited Partnership
“Homco 123 LP”	Homco Realty Fund (123) Limited Partnership
“Homco 142 LP”	Homco Realty Fund (142) Limited Partnership

SCHEDULE "E"

CORE BUSINESS ASSETS AS AT THE PLAN FILING DATE

The following is a list of all the Core Business Assets as at the Plan Filing Date:

<u>The Netherlands</u>
• Coët BV
○ Wolfraamweg 2, Wolvega, Netherlands
• Homco Realty Fund (86) LP
○ Benthemstraat 10, Rotterdam, Netherlands
• Homco Realty Fund (87) LP
○ Energieweg 9, Rotterdam, Netherlands
<u>Germany</u>
• Valbonne Real Estate 2 BV
○ Philippstrasse 3, Bochum, Germany
• Coët BV
○ Elbestrasse 1-3, Marl, Germany
○ Binnerheide 26, Schwerte, Germany
○ Industriestrasse 19, Hassmersheim, Germany
• Vabonne Real Estate 5 BV
○ AM Campeon, 1-12 Neubiberg, Germany (Munich)
<u>The Baltic States</u>
• Homburg Baltic LP Inc.
○ KUB Homburg LT Baltijos Investicijos 1
▪ Laisvės 75, Vilnius, Lithuania
▪ Jogailos 9/1, Vilnius, Lithuania

SCHEDULE "E"

CORE BUSINESS ASSETS AS AT THE PLAN FILING DATE

The following is a list of all the Core Business Assets as at the Plan Filing Date:

<u>The Netherlands</u>
• Coët BV
○ Wolfraamweg 2, Wolvega, Netherlands
• Homco Realty Fund (86) LP
○ Benthemstraat 10, Rotterdam, Netherlands
• Homco Realty Fund (87) LP
○ Energieweg 9, Rotterdam, Netherlands
<u>Germany</u>
• Valbonne Real Estate 2 BV
○ Philippstrasse 3, Bochum, Germany
• Coët BV
○ Elbestrasse 1-3, Marl, Germany
○ Binnerheide 26, Schwerte, Germany
○ Industriestrasse 19, Hassmersheim, Germany
• Vabonne Real Estate 5 BV
○ AM Campeon, 1-12 Neubiberg, Germany (Munich)
<u>The Baltic States</u>
• Homburg Baltic LP Inc.
○ KUB Homburg LT Baltijos Investicijos 1
▪ Laisvės 75, Vilnius, Lithuania
▪ Jogailos 9/1, Vilnius, Lithuania

▪ Gedimino 10, Vilnius, Lithuania
▪ Maironio 19, Kaunas, Lithuania
▪ Turgaus 15, Klaipėda, Lithuania
▪ Turgaus 19, Klaipėda, Lithuania
▪ Turgaus 17, Klaipėda, Lithuania
○ KUB Homburg LT Baltijos Investicijos 2
▪ Gedimino 12, Vilnius, Lithuania
▪ Vokieciu 9, Vilnius, Lithuania
▪ Laisves 82, Kaunas, Lithuania
▪ Tilzes 157, Siauliai, Lithuania
▪ Ukmerges 20, Panevezys, Lithuania
▪ Burbos 3, Maziekiai, Lithuania
▪ Basanaviciaus 51, Kedainiai, Lithuania
▪ Vytauto 11, Marijampole, Lithuania
▪ Pulko 4, Alytus, Lithuania
▪ Rotuses 8, Birzai, Lithuania
▪ Jogailos 9a, Vilnius, Lithuania
▪ Žirmūnų 70, Vilnius, Lithuania
▪ Kalvarijų 98, Vilnius, Lithuania
▪ Saltoniškių 29, Vilnius, Lithuania
▪ Utenio 15, Utena, Lithuania
▪ Kęstučio 38, Kaunas, Lithuania
▪ Daržų 13, Klaipėda, Lithuania
▪ Vilniaus 1, Joniskis, Lithuania
○ Homburg Baltic (ES) Investments UU

▪ Tartu mnt. 13, Tallinn, Estonia
▪ Maleva 1, Tallinn, Estonia
○ Homburg Baltic (ES) AST Investments UU
▪ Rüütli 40a, Pärnu, Estonia
▪ Aia 5, Valga, Estonia
▪ Vainu 11, Paide, Estonia
▪ Vaksali 2, Viljandi, Estonia
▪ Tallinna mnt. 28, Narva, Estonia
▪ Tallinna mnt.12, Rapla, Estonia
▪ Rakvere 3a, Jõhvi, Estonia
▪ Aia 1, Jõgeva, Estonia
▪ Keskväljak 7, Kärkla, Estonia
○ AS Tornimagi
▪ Tornimäe 2, Tallinn, Estonia
○ Homburg Baltic (LV) Investments UU
▪ Unicentrs, Riga, Latvia
▪ Baznīcas iela 4/6, Liepāja, Latvia
▪ Ozolu iela 1, Gulbene, Latvia
▪ Rīgas iela 9, Saldus, Latvia
▪ Brīvības iela 12, Dobeles, Latvia
▪ Pormalu iela 11, Jēkabpils, Latvia
▪ Kuldīgas iela 3, Ventspils, Latvia
▪ Rīgas iela 1, Sigulda, Latvia
▪ Dzirnāvu iela 5, Kuldīga, Latvia
▪ Talsu iela 3, Preiļi, Latvia

▪ Burtnieku iela 8, Limbaži, Latvia
▪ Lāčplēša iela 2, Aizkraukle, Latvia
▪ Rīgas iela 25, Valka, Latvia
▪ Bērzpils iela 6, Balvi, Latvia
▪ Studentu iela 2, Krāslava, Latvia
▪ Lielā iela 11, Kandava, Latvia

DRAFT

DEED OF INCORPORATION

([Newco] Properties N.V.)

This ● day of ● two thousand and thirteen, appeared before me, Wilfred Albert Groen, civil law notary officiating in Amsterdam, the Netherlands:
[● *deputy civil law notary/paralegal*]

, in this respect acting as written attorney of:

Stichting Oprichting [Newco] Properties, a foundation (*stichting*) incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, and its office address at Beckeringsstraat 36, 3762 EX Soest, the Netherlands, hereinafter: **Incorporator**.

The person appearing declared the following:

The Incorporator hereby incorporates a public company (*naamloze vennootschap*) under the laws of the Netherlands (hereinafter: **Company**), with the following Articles of Association.

**ARTICLES OF ASSOCIATION:
CHAPTER I.**

Article 1. Definitions.

- 1.1 In these Articles of Association the following words shall have the following meanings:
- a. **accountant:**
a chartered accountant (*registeraccountant*) or other accountant referred to in Section 2:393 of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*), or an organisation in which such accountants work together;
 - b. **collective depot:**
a collective depot (*verzameldepot*) within the meaning of the Dutch Giro Securities Transactions Act (*Wet giraal effectenverkeer*);
 - c. **Distributable Equity:**
the part of the Company's equity which exceeds the aggregate of the paid in and called up part of the capital and the reserves which must be maintained pursuant to the law;
 - d. **DRH rights:**
the rights conferred by law upon holders of depositary receipts issued with a company's cooperation for shares in its capital;
 - e. **Euroclear Netherlands:**
the central institute (*centraal instituut*) within the meaning of the Giro Securities Transactions Act (*Wet giraal effectenverkeer*), being Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.;
 - f. **General Meeting:**
the company body consisting of Shareholders entitled to vote, together with pledgees and usufructuaries to whom voting rights attributable to Shares accrue, or a meeting of these persons (or their representatives) and other persons with meeting rights (as the case may be);
 - g. **girodepot:**
a girodepot within the meaning of the Dutch Giro Securities Transactions Act (*Wet giraal effectenverkeer*);
 - h. **group company:**
a group company as referred to in Section 2:24b of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*);
 - i. **Independent:**
means
 - (i) in respect of an individual, that such individual or his or her spouse, registered partner as referred to in Section 1:80a of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*) or other life companion, foster child or relative by blood or marriage up to the second degree, is not a current or former employee, board member, officer, advisor or holder of more than one percent of the shares in a Relevant Entity; and
 - (ii) in respect of a legal entity, that
 - (a) such entity is not direct or indirect a shareholder of a Relevant Entity or otherwise controls a Relevant Entity; and

- (b) such entity is not directly or indirectly held or controlled by a Relevant Entity;
 - (c) such entity is not an advisor of the Relevant Entity;
 - (d) all of its current and former employees, board members and officers are Independent in the meaning of (i) above.
- j. **Initial Period:**
the period ending on ● two thousand and fifteen [●insert date 2 years after incorporation];
 - k. **in writing:**
by letter, by telecopier, by e-mail, or by a legible and reproducible message otherwise electronically sent, provided that the identity of the sender can be sufficiently established;
 - l. **Management Board:**
the management board of the Company;
 - m. **member institution:**
a member institution (*aangesloten instelling*) within the meaning of the Dutch Giro Securities Transactions Act (*Wet giraal effectenverkeer*);
 - n. **participant:**
a participant in a collective depot within the meaning of the Dutch Giro Securities Transactions Act (*Wet giraal effectenverkeer*);
 - o. **Relevant Entity:**
(i) Homburg Invest Inc., a corporation existing under the laws of Alberta, Canada, (ii) any individual or legal entity that directly or indirectly holds more than ten percent of the Shares, (iii) any legal entity or fund managed or controlled by or on behalf of a Supervisory Board member, (iv) any legal entity or fund in which a legal entity or fund as referred to under (iii) directly or indirectly participates for at least ten percent and (v) any group company in the meaning of Section 2:24b Dutch Civil Code (*Burgerlijk Wetboek*) of either (i), (ii), (iii) or (iv).
 - p. **Share:**
a registered share in the capital of the Company
 - q. **Shareholder:**
a holder of one or more Shares (specifically excluding Euroclear Netherlands), as well as a participant in a collective depot of Shares;
 - r. **Subsidiary:**
a subsidiary of the Company as referred to in Section 2:24a of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*);
 - s. **Supervisory Board:**
the supervisory board of the Company;
- 1.2 The Management Board, the Supervisory Board and the General Meeting each form a separate company body (*vennootschapsorgaan*) within the meaning of Section 2:78a of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*).
 - 1.3 References to Articles shall be deemed to refer to articles of these Articles of Association, unless the contrary is apparent.
 - 1.4 References to a Section of Dutch law shall be deemed to refer to that Section as it reads from time to time at the relevant moment.

CHAPTER II. NAME, OFFICIAL SEAT AND OBJECTS.

Article 2. Name and Official Seat.

2.1 The Company's name is:

[Newco] Properties N.V..

2.2 The official seat of the Company is in Amsterdam, the Netherlands.

Article 3. Objects.

The objects of the Company are to acquire, alienate, manage and exploit registered property and items of property in general; and with respect to the forgoing also:

- (a) to incorporate, to participate in any way whatsoever in, to manage, to supervise businesses and companies;
- (b) to finance businesses and companies;
- (c) to borrow, to lend and to raise funds, including the issue of bonds, promissory notes or other securities or evidence of indebtedness as well as to enter into agreements in connection with aforementioned activities,

and to do all that is connected therewith or may be conducive thereto, all to be interpreted in the broadest sense.

CHAPTER III. AUTHORIZED CAPITAL; REGISTER OF SHAREHOLDERS.

Article 4. Authorized Capital.

4.1 The authorized capital of the Company equals two million one hundred thousand euro (EUR 2,100,000).

4.2 The authorized capital of the Company is divided into one hundred five million (105,000,000) Shares with a nominal value of two eurocents (EUR 0.02) each.

4.3 All Shares shall be registered.

Article 5. Register of Shareholders.

5.1 Each Shareholder, each pledgee and each usufructuary is required to state his address to the Company in writing.

5.2 The Management Board shall keep a register of Shareholders in which the names and addresses of all Shareholders are recorded, showing the date on which they acquired the Shares, the date of acknowledgement by or serving upon the Company, as well as the nominal value paid in on each Share.

5.3 The names and addresses of pledgees and usufructuaries of Shares shall also be entered in the register of Shareholders, showing the date on which they acquired the right and the date of acknowledgement by or serving upon the Company and furthermore showing whether the voting rights or the DRH rights accrue to them.

5.4 In the event that Shares form part of a collective depot or a girodepot, the preceding paragraphs of this Article 5 shall not apply and the name and the address of the member institution respectively Euroclear Netherlands can be recorded in the shareholders' register, mentioning the date on which the Shares became part of respectively the collective depot or girodepot, the date of acknowledgement by or the serving upon the Company, as well as the amount paid in on each Share.

5.5 On application by a Shareholder or a pledgee or usufructuary of Shares, the Management Board shall furnish an extract from the register of Shareholders, free of charge, insofar as it relates to the applicant's right in respect of a Share. If a right of pledge or a usufruct is created in a Share, the extract shall state to

whom the voting rights accrue and to whom the DRH rights accrue.

- 5.6 The register of Shareholders shall be kept accurate and up to date. All entries and notes in the register shall be signed by one or more persons authorized to represent the Company, or by the person designated thereto by the Management Board.
- 5.7 The Management Board shall make the register available at the Company's office for inspection by the Shareholders and the persons with DRH rights. The preceding sentence shall not apply in respect of that part of the register of Shareholders which is kept outside the Netherlands in compliance with the applicable laws or stock exchange regulations in force in the foreign jurisdiction concerned.

CHAPTER IV. ISSUANCE OF SHARES.

Article 6. Resolution to Issue.

- 6.1 During the Initial Period, Shares shall be issued pursuant to a resolution of the Management Board in accordance with Article 18.2. This shall relate to all unissued Shares in the authorized capital of the Company.
- 6.2 The designation of the Management Board as the company body competent to issue Shares may be extended, or another company body may be designated, after and/or beyond the expiry of the Initial Period by the Articles of Association or by a resolution of the General Meeting for a period not exceeding two years in each case. A resolution of the Management Board made in accordance with the preceding sentence shall be subject to approval of the Supervisory Board. The number of Shares, which may be issued, shall be determined at the time of this designation. A designation by the Articles of Association can be revoked by an amendment of the Articles of Association. Designation by resolution of the General Meeting cannot be revoked unless determined otherwise at the time of designation.
- 6.3 The price and other terms of issue shall be determined by the company body competent to issue Shares at the time of the resolution to issue Shares.
- 6.4 The issuance of a Share shall require a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed those involved in the issuance shall be parties. The first sentence of this Article 6.4 does not apply to Shares that are admitted or are about to be admitted to trading on a regulated market or a multilateral trading facility as referred to in Section 1:1 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).
- 6.5 The provisions of the Articles 6.1 and 6.2 shall be applicable correspondingly to the granting of rights to subscribe for Shares, but shall not be applicable to the issue of Shares to persons exercising a previously granted right to subscribe for Shares.

Article 7. Rights of Pre-emption.

- 7.1 Each Shareholder shall have a pre-emptive right on any issue of Shares pro rata to the aggregate amount of his Shares.
- 7.2 During the Initial Period, the pre-emptive right may be restricted or excluded by a resolution of the Management Board in accordance with Article 18.2.
- 7.3 The designation of the Management Board as the company body competent to

restrict or exclude pre-emptive rights may be extended, or another company body may be designated, after and/or beyond the expiry of the Initial Period by the Articles of Association or by a resolution of the General Meeting for a period not exceeding two years in each case. A resolution of the Management Board made in accordance with the preceding sentence shall be subject to approval of the Supervisory Board.

- 7.4 Furthermore, Section 2:96a of the Dutch Civil Code shall apply to the conditions of issue and to the pre-emptive right.

Article 8. Payment on Shares.

- 8.1 On subscription to an Share, payment must be made on the full nominal value amount and, if a Share is subscribed for at a higher amount, the difference between such amounts.
- 8.2 Payment on Shares must be made in cash, unless the Company has agreed to any other form of contribution.
- 8.3 Persons who are professionally charged with the placing of Shares for their own account may be permitted, by agreement, to pay less than the nominal amount for the Shares they subscribe for, provided that no less than ninety-four percent (94%) of such amount is paid in cash on subscription to the Shares at the latest.

Article 9. Payment in foreign currency.

- 9.1 Payment on a Share in a foreign currency is only permitted with the approval of the Company.
- 9.2 In the event of payment in a foreign currency, the payment obligation shall be complied with for the amount against which the paid up amount is freely convertible into euro. The basis of determination shall be the rate of exchange on the day of payment.
- 9.3 Within two weeks after payment in a foreign currency, the Company shall deposit at the office of the Commercial Register, a statement as referred to in Section 2:93a paragraph 6 of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*).

CHAPTER V. SHARES IN THE COMPANY'S OWN CAPITAL; REDUCTION OF THE ISSUED CAPITAL.

Article 10. Shares in the Company's own capital; Reduction of the Issued Capital.

- 10.1 The Company may not subscribe for its own Shares on issue.
- 10.2 An acquisition of fully paid up Shares in its own capital or depositary receipts therefor for a consideration can only be effected if the General Meeting has authorized the Management Board thereto, with due observance of the limitations prescribed by law. In the authorization, the General Meeting must specify the number of Shares or depositary receipts therefor which may be acquired, the manner in which they may be acquired and the limits within which the price must be set. Such an acquisition also requires the approval of the Supervisory Board in accordance with Article 18.2.
- 10.3 Disposal by the Company of its own Shares requires a resolution of the Management Board in accordance with Article 18.2.
- 10.4 The General Meeting may resolve to reduce the Company's issued capital in

accordance with the relevant provisions prescribed by law.

Article 11. Financial Assistance.

The Company may not furnish security, guarantee the price, or in any other way answer to or bind itself either severally or jointly for or on behalf of third parties, with a view to a subscription to or an acquisition of Shares or depositary receipts therefor by others. This prohibition shall also apply to Subsidiaries.

CHAPTER VI. TRANSFER OF SHARES; RIGHT OF PLEDGE AND USUFRUCT ON SHARES; DEPOSITARY RECEIPTS.

Article 12. Transfer of Shares. Rights in rem.

- 12.1 The transfer of a Share shall require a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed those involved in the transfer shall be parties.
- 12.2 Unless the Company itself is party to the legal act, the rights attributable to any Share can only be exercised after the Company has acknowledged said transfer or said deed has been served upon it in accordance with the provisions of the law.
- 12.3 Articles 12.1 and 12.2 do not apply to Shares that are admitted or are about to be admitted to trading on a regulated market or a multilateral trading facility as referred to in Section 1:1 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*). To the transfer of such Shares, Section 2:86c of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*) applies.

Article 13. Right of pledge and usufruct on Shares.

- 13.1 The provisions set out in Article 13 apply by analogy to the establishment of a right of pledge or the creation or transfer of a right of usufruct on Shares, notwithstanding the provisions of Section 2:86c paragraph 4 of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*) and barring other regulations according to the Dutch Giro Securities Transactions Act (*Wet giraal effectenverkeer*).
- 13.2 Upon the establishment of a right pledge or the creation or transfer of a right of usufruct on a Share, the right to vote may be vested in the pledgee or the usufructuary, with due observance of the relevant provisions of Dutch law. Both the Shareholder without voting rights and the pledgee or usufructuary with voting rights shall have the DRH rights. The DRH rights may also be granted to the pledgee or usufructuary without voting rights, with due observance of the relevant provisions of the law.

Article 14. Depositary Receipts for Shares.

The Company may cooperate in the issuance of registered depositary receipts for Shares, but only pursuant to a resolution to that effect of the Supervisory Board. Each holder of such depositary receipts shall have the DRH rights.

CHAPTER VII. THE MANAGEMENT BOARD.

Article 15. Management Board Members. Appointment; suspension and dismissal.

- 15.1 The Management Board shall consist of two or more members. The number of Management Board members shall be determined by resolution of the Supervisory Board. Both individuals and legal entities can be Management Board members.
- 15.2 The Management Board members shall be appointed by the General Meeting

from a nomination drawn up by the Supervisory Board, with due observance of Article 15.1.

- 15.3 The General Meeting shall be free to make the appointment if the Supervisory Board has not made a nomination within three months after the vacancy has occurred.
- 15.4 A nomination made in time by the Supervisory Board shall be binding. The General Meeting can deprive a nomination of its binding character at any time by a resolution adopted with a majority of at least two thirds of the votes cast, representing more than half of the issued share capital.
- 15.5 A Management Board member may be dismissed by the General Meeting at any time.
- 15.6 The General Meeting may only dismiss a Management Board member, other than at the proposal of the Supervisory Board, by a resolution adopted with a majority of at least two thirds of the votes cast, representing more than half of the issued share capital.
- 15.7 A Management Board member may be suspended by the General Meeting at any time. A Management Board member may also be suspended by the Supervisory Board. A suspension by the Supervisory Board may be discontinued at any time by the General Meeting.
- 15.8 The General Meeting may only suspend a Management Board member, other than at the proposal of the Supervisory Board, by a resolution adopted with a majority of at least two thirds of the votes cast, representing more than half of the issued share capital.
- 15.9 Any suspension may be extended one or more times, but may not last longer than three months in the aggregate. If, at the end of that period, no decision has been taken on termination of the suspension or on dismissal, the suspension shall end.
- 15.10 The General Meeting shall adopt the remuneration policy in respect of remuneration of the Management Board. The Supervisory Board shall make a proposal to that end.
- 15.11 The remuneration for Management Board members shall be adopted by the Supervisory Board taking into account the policy referred to in Article 15.10.

Article 16. Duties, Decision making Process and Allocation of Duties.

- 16.1 The Management Board shall be entrusted with the management of the Company. In performing their duties the Management Board members shall act in accordance with the interests of the Company and the enterprise connected with it.
- 16.2 When making Management Board resolutions, each Management Board member may cast one vote.
- 16.3 All resolutions of the Management Board shall be adopted by more than half of the votes cast. In case of a tie in voting the relevant matter shall be submitted for decision to the Supervisory Board.
- 16.4 Management Board resolutions may at all times be adopted outside a meeting, in writing or otherwise, provided that the proposal concerned is submitted to all Management Board members then in office and none of them objects to that certain manner of adopting resolutions. A report shall be prepared by the

secretary of the Management Board on a resolution adopted other than at a meeting which is not adopted in writing, and such report shall be signed by the secretary and the chairperson of the Management Board. Adoption of a resolution in writing shall be effected by written statements from all Management Board members then in office.

- 16.5 Resolutions of the Management Board shall be recorded in a minute book that shall be kept by the Management Board.
- 16.6 The Management Board may establish further rules regarding its decision making process and working methods. In this context, the Management Board may also determine the duties for which each Management Board member in particular shall be responsible. The Supervisory Board may decide that such rules and allocation of duties must be put in writing.
- 16.7 The Management Board shall at least once a year inform the Supervisory Board in writing of the headlines of the strategic policy, the general and financial risks and the management and control system of the Company.
- 16.8 A Management Board member shall not participate in deliberations and the decision-making process in the event of a direct or indirect personal conflict of interest between that Management Board member and the Company and the enterprise connected with it. If there is such personal conflict of interest in respect of all Management Board members, the decision shall be taken by the Supervisory Board.

Article 17. Representation.

- 17.1 The Company shall be represented by the Management Board. If the Management Board consists of three or more members, any two members of the Management Board acting jointly shall also be authorized to represent the Company.
- 17.2 The Management Board may appoint officers with general or limited power to represent the Company. Each officer shall be competent to represent the Company, subject to the restrictions imposed on him. The Management Board shall determine each officer's title. Such officers may be registered at the Commercial Register, indicating the scope of their power to represent the Company.

Article 18. Approval of Management Board Resolutions.

- 18.1 The Management Board shall require the approval of the General Meeting for resolutions with respect to a material change of the identity or the character of the Company or its enterprise as referred to in Section 2:107a of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*). Such approval shall be granted with a majority of at least two thirds of the votes cast, representing more than half of the issued share capital. Resolutions referred to in the first sentence of this Article 18.1 shall include, but are not limited to:
- a. a transfer of the Company's enterprise or virtually the entire enterprise of the Company;
 - b. the entry into or termination of a long-term cooperation of the Company or a Subsidiary with another legal person or partnership or as a fully liable partner in a limited partnership or general partnership, if such cooperation or termination is of major significance for the Company;

- c. the acquisition or divestment by the Company or a Subsidiary of a participation in the capital of a company having a value of at least one third of the amount of the Company's assets according to its balance sheet and explanatory notes or, in case the Company prepares a consolidated balance sheet, according to its consolidated balance sheet and explanatory notes, in the last adopted annual accounts of the Company.
- 18.2 Without prejudice to any other applicable provisions of these Articles of Association, the Management Board shall require the prior approval of the Supervisory Board for the following resolutions:
- a. an application for admittance of one or more Shares to trading on a regulated market or a multilateral trading facility as referred to in Section 1:1 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*);
 - b. an application for bankruptcy (*faillissement*) or a request for suspension of payments (*surséance van betaling*) of the Company;
 - c. any disposal or investment by the Company with a value of more than [●];
 - d. the issuance of Shares as referred to in Articles 6.1 and 6.2;
 - e. the restriction or exclusion of rights of pre-emption as referred to in Articles 7.2 and 7.3;
 - f. the acquisition and disposal of Shares or depositary receipts therefor as referred to in Articles 10.2 and 10.3.
 - g. the adoption of rules regarding the Management Board's decision making process and working methods as referred to in Article 16.6;
 - h. the resolutions referred to in Article 18.1; and
 - i. any proposal by the Management Board:
 - (i) to amend the articles of association of the Company;
 - (ii) to enter into a statutory merger or demerger;
 - (iii) to change the corporate form of the Company;
 - (iv) to reduce the issued capital of the Company; or
 - (v) to dissolve the Company.
- 18.3 The Supervisory Board shall be entitled to require resolutions of the Management Board to be subject to its approval. Such further resolutions shall be clearly specified and notified to the Management Board in writing.
- 18.4 The absence of any approval by the General Meeting or the Supervisory Board shall not affect the authority of the Management Board or its members to represent the Company.

Article 19. Vacancy or Inability to Act.

If a seat is vacant on the Management Board (*ontstentenis*) or a Management Board member is unable to perform his duties (*belet*), the remaining Management Board members or member shall be temporarily entrusted with the management of the Company. If all seats in the Management Board are vacant or all Management Board members or the sole Management Board member, as the case may be, are unable to perform their duties, the management of the Company shall be temporarily entrusted to the Supervisory Board, with the authority to temporarily entrust the management of

the Company to one or more Supervisory Board members and/or one or more other persons.

CHAPTER VIII. THE SUPERVISORY BOARD.

Article 20. Supervisory Board Members. Appointment, suspension and dismissal.

- 20.1 During the Initial Period the Company shall have a Supervisory Board consisting of five members. After the Initial Period, the Company shall have a Supervisory Board consisting of three or more members, as determined by the Supervisory Board. Only individuals may be Supervisory Board members.
- 20.2 It shall be a requirement that at all times a majority of the Supervisory Board members are Independent. If (i) a Supervisory Board member who is Independent ceases to be Independent and (ii) as a consequence thereof the composition of the Supervisory Board no longer complies with the preceding sentence, such Supervisory Board member shall resign.
- 20.3 Supervisory Board members are appointed by the General Meeting from a nomination drawn up by the Supervisory Board, with due observance of Article 20.2. The General Meeting shall be free to make the appointment if the Supervisory Board has not made a nomination within three months after the vacancy has occurred. If and for as long as no Supervisory Board members are in office, Supervisory Board members are appointed by the General Meeting without a nomination being made. A Supervisory Board member shall be appointed for a period of no more than four years, which period is to be provided in the resolution to appoint the Supervisory Board member concerned. The General Meeting may determine that the Supervisory Board members shall resign periodically in accordance with a roster to be adopted by the Supervisory Board. A resigning Supervisory Board member may only be reappointed twice.
- 20.4 A nomination for each vacancy shall be binding. The General Meeting can deprive a binding nomination of its binding character at any time by resolution adopted with a majority of at least two thirds of the votes cast which represent more than half of the issued share capital.
- 20.5 A voting on the appointment of a Supervisory Board member in a General Meeting shall only be possible with respect to candidates of whom the name was mentioned for that purpose in the agenda.
- 20.6 When a proposal or recommendation for appointment of a person as a Supervisory Board member is made, the following particulars shall be stated: his age, his profession, the number of Shares he holds and the positions he holds or has held, insofar as these are relevant for the performance of the duties of a Supervisory Board member. Furthermore, the names of the legal entities of which he is already a Supervisory Board member shall be indicated; if those include legal entities which belong to the same group, a reference to that group will be sufficient. The recommendation and proposal must state the reasons on which it is based.
- 20.7 Each Supervisory Board member may be suspended or dismissed by the General Meeting at any time. The General Meeting may only suspend or dismiss a Supervisory Board member by a resolution adopted with a majority of at least two thirds of the votes cast, representing more than half of the issued

share capital.

- 20.8 Any suspension may be extended one or more times, but may not last longer than three months in the aggregate. If, at the end of that period, no decision has been taken on termination of the suspension or on dismissal, the suspension shall end.
- 20.9 The General Meeting may establish a remuneration for Supervisory Board members. The Supervisory Board shall make a proposal to that end.

Article 21. Duties and Powers.

- 21.1 It shall be the duty of the Supervisory Board to supervise the management of the Management Board and the general course of affairs in the Company and the business connected with it. The Supervisory Board shall assist the Management Board by giving advice. In performing their duties the Supervisory Board members shall act in accordance with the interests of the Company and the business connected with it.
- 21.2 The Management Board shall supply the Supervisory Board in due time with the information required for the performance of its duties.
- 21.3 The Supervisory Board may request assistance from experts. The costs of such assistance shall be for the account of the Company.
- 21.4 The Supervisory Board may decide that one or more of its members and/or experts shall have access to the office and the other buildings and premises of the Company and that such persons shall be authorized to inspect the books and records of the Company.
- 21.5 The Supervisory Board may resolve to establish rules regarding its decision making process and working methods, in addition to the relevant provisions of these Articles of Association. Such resolution shall require (i) a majority of the votes cast and (ii) a unanimous vote of all Independent members of the Supervisory Board then in office.
- 21.6 The Supervisory Board may establish committees. The rules referred to in Article 21.5 provide for terms of reference indicating the role and responsibility of the committee concerned, its composition and the manner in which it performs its duties.
- 21.7 The Supervisory Board shall remain collectively responsible for its decisions taken following recommendations from committees.
- 21.8 A Supervisory Board member shall not participate in the deliberations and decision-making process in the event of a conflict of interest between that Supervisory Board member and the Company and the enterprise connected with it. If there is such personal conflict of interest in respect of all Supervisory Board members, the decision shall be taken by the Supervisory Board subject to the approval of the General Meeting.

Article 22. Chairperson and Secretary.

- 22.1 The Supervisory Board shall appoint a chairperson of the Supervisory Board from among the Independent members of the Supervisory Board. If the chairperson of the Supervisory Board ceases to be Independent he shall resign as chairperson of the Supervisory Board.
- 22.2 The Supervisory Board shall also appoint a deputy chairperson from among the Independent members of the Supervisory Board, who shall take over all duties

and powers of the chairperson in the latter's absence. If the deputy chairperson of the Supervisory Board ceases to be Independent he shall resign as deputy chairperson of the Supervisory Board.

- 22.3 The Supervisory Board shall also appoint a secretary of the Supervisory Board, from among its midst or not, and make arrangements for his substitution in case of absence.

Article 23. Meetings.

- 23.1 The Supervisory Board shall meet whenever a Supervisory Board member or the Management Board deems necessary.
- 23.2 A Supervisory Board member may be represented at a meeting by another Supervisory Board member authorized in writing.
- 23.3 The meetings of the Supervisory Board shall be presided over by its chairperson or his deputy. In their absence, the chairperson of the meeting shall be appointed by the Supervisory Board members present at the meeting.
- 23.4 The chairperson of the meeting shall appoint a secretary for the meeting.
- 23.5 The secretary of a meeting of the Supervisory Board shall keep minutes of the proceedings at the meeting. The minutes shall be adopted by the Supervisory Board, in the same meeting or the next. Evidencing their adoption, the minutes shall be signed by the chairperson and the secretary of the meeting in which the minutes are adopted.
- 23.6 The Supervisory Board shall meet with the Management Board as often as the Supervisory Board or the Management Board deems necessary.

Article 24. Decision making Process.

- 24.1 When making Supervisory Board resolutions, each Supervisory Board member may cast one vote.
- 24.2 All resolutions of the Supervisory Board shall be adopted by more than half of the votes cast. In case of a tie in voting the chairperson of the Supervisory Board shall have a casting vote.
- 24.3 At a meeting, the Supervisory Board may only pass valid resolutions if the majority of the Supervisory Board members then in office are present or represented.
- 24.4 Supervisory Board resolutions may also be adopted in a manner other than at a meeting, in writing or otherwise, provided the proposal concerned is submitted to all Supervisory Board members then in office and none of them objects to the relevant manner of adopting resolutions. A report shall be prepared by the secretary of the Supervisory Board on a resolution adopted other than at a meeting which is not adopted in writing, and such report shall be signed by the chairperson and the secretary of the Supervisory Board. Adoption of resolutions in writing shall be effected by written statements from all Supervisory Board members then in office.

CHAPTER IX. INDEMNIFICATION.

Article 25. Indemnification

- 25.1 The Company shall indemnify each member of the Management Board and each member of the Supervisory Board as well as each former member of the Management Board and each former member of the Supervisory Board (each such person hereinafter also: **Indemnitee**) against all expenses (including

reasonably incurred and substantiated attorneys' fees), financial effects of judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, provided he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company or out of his mandate, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

- 25.2 Notwithstanding Article 25.1, no indemnification shall be made in respect of any claim, issue or matter as to which an Indemnitee shall have been adjudged to be liable for gross negligence (*grove nalatigheid*) or wilful misconduct (*bewuste roekeloosheid*) in the performance of his duty to the Company.
- 25.3 Any indemnification by the Company referred to in Article 25.1 and Article 25.2 shall be made only (unless ordered by a court) upon a determination that indemnification of the Indemnitee is proper under the circumstances because he had met the applicable standard of conduct set forth in Article 25.1.
- 25.4 Expenses that an Indemnitee has incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding, upon a resolution of the Management Board with respect to the specific case and upon receipt of an undertaking by or on behalf of the Indemnitee to repay such amount, unless it shall ultimately be determined that the Indemnitee is entitled to be indemnified by the Company as authorized in Article 25.1.
- 25.5 The Company shall have the power to purchase and maintain insurance on behalf of an Indemnitee against any liability asserted against him or her and incurred by such Indemnitee in any such capacity arising out of his or her capacity as such, irrespective whether or not the Company would have the power to indemnify such person against liability under the provisions of this Article 25.

**CHAPTER X. FINANCIAL YEAR AND ANNUAL ACCOUNTS;
PROFITS AND DISTRIBUTIONS.**

Article 26. Financial Year and Annual Accounts.

- 26.1 The Company's financial year shall be the calendar year.
- 26.2 Annually, not later than four months after the end of the financial year, the Management Board shall prepare annual accounts, and shall deposit the same for inspection by the Shareholders at the Company's office.
- 26.3 The annual accounts shall consist of a balance sheet, a profit and loss account and explanatory notes, and the consolidated annual accounts if the Company prepares consolidated annual accounts.
- 26.4 Within the period referred to in Article 26.2, the Management Board shall also present the annual accounts and the annual report to the Supervisory Board.
- 26.5 The annual accounts shall be signed by the Management Board members and the Supervisory Board members; if one or more of their signatures is lacking, this shall be stated, giving the reasons therefor.
- 26.6 The Supervisory Board shall present its consultative report on the annual accounts to the General Meeting.
- 26.7 Furthermore, Section 2:101 and Title 9 of Book 2 of the Dutch Civil Code

(*Nederlands Burgerlijk Wetboek*) as well as any other applicable Dutch rules regarding annual accounts and annual reports shall also apply to the annual accounts and to the annual report of the Company.

- 26.8 The annual accounts as prepared, the annual report, the consultative report of the Supervisory Board, and the information to be added pursuant to the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*) must be available at the Company's office as of the date of notice convening the annual General Meeting. Shareholders and persons with DRH rights may inspect the documents at that place and obtain a copy thereof free of charge.
- 26.9 If and for as long as the General Meeting has not decided to the contrary, the annual accounts and the annual report shall be drawn up in the English language.

Article 27. Accountant.

- 27.1 The Company shall instruct an accountant to audit the annual accounts.
- 27.2 The General Meeting shall be authorized to furnish such instruction. If the General Meeting fails to proceed thereto, the Supervisory Board shall be competent thereto or, if there are no Supervisory Board members in office or failing such, the Management Board. The instruction can at any time be withdrawn by the General Meeting or by those who furnished such; in addition, an instruction furnished by the Management Board may be withdrawn by the Supervisory Board.
- 27.3 The accountant shall render an account of his audit to the Supervisory Board and to the Management Board.
- 27.4 The accountant shall reflect the results of his audit in a statement attesting to the fidelity of the annual accounts.

Article 28. Adoption of the annual accounts and discharge.

- 28.1 The annual accounts shall be adopted by the General Meeting.
- 28.2 After adoption of the annual accounts the General Meeting resolves on granting discharge to the Management Board members and the Supervisory Board members for the management pursued and the supervision thereof, respectively.

Article 29. Profits and Distributions.

- 29.1 Each year the Management Board may, subject to the approval of the Supervisory Board, determine which part of the profits shall be reserved.
- 29.2 The part of the profit remaining after reservation in accordance with Article 29.1 shall be distributed as dividend on the Shares. Distributions may be made in a foreign currency.
- 29.3 Distributions may be made only up to an amount which does not exceed the amount of the Distributable Equity.
- 29.4 Distribution of profits shall be made after adoption of the annual accounts if permissible under the law given the contents of the annual accounts.
- 29.5 The Supervisory Board may resolve to distribute interim dividend on the Shares.
- 29.6 In calculating the amount of any distribution on Shares, Shares held by the Company shall be disregarded.
- 29.7 Sections 2:104 and 2:105 of the Dutch Civil Code (*Nederlands Burgerlijk*

Wetboek) shall apply to distributions to Shareholders.

Article 30. Distributions charged to the Distributable Reserves.

The General Meeting may, at the proposal of the Management Board which has been approved by the Supervisory Board, resolve that distributions to Shareholders be made from the Distributable Equity.

Article 31. Date for payment.

- 31.1 The date on which dividends and other distributions shall be made payable shall be announced in accordance with Article 34.
- 31.2 Unless the company body authorized to make distributions determines another date of payment, distributions on Shares shall be made payable immediately after they have been declared.
- 31.3 A claim of a Shareholder for payment of a distribution shall be time barred by an elapse of five years.

CHAPTER XI. GENERAL MEETINGS.

Article 32. Annual General Meeting.

- 32.1 The annual General Meeting shall be held each year, within six months of the end of the financial year.
- 32.2 The agenda for such meeting shall announce, inter alia, the following matters:
 - a. discussion of the annual report;
 - b. discussion and adoption of the annual accounts;
 - c. the granting of discharge of the Management Board members and the Supervisory Board members;
 - d. appointments for any vacancies;
 - e. allocation of profits;
 - f. any other proposals presented for discussion by the Supervisory Board or the Management Board and announced with due observance of Article 34, such as proposals for the designation of a company body competent to issue Shares and to grant rights to subscribe to Shares and the authorization of the Management Board to cause the acquisition of own shares or depositary receipts therefor by the Company.

The agenda does not need to contain the subjects as referred to under a., b., c. and d., if it contains a proposal to extend the period to prepare the annual accounts and (if applicable) to prepare the report, or, if a resolution to that extend has been taken.

- 32.3 To the fullest extent permitted by law the official language of the General Meeting shall be English.

Article 33. Other meetings.

- 33.1 Other General Meetings shall be held as often as the Management Board or the Supervisory Board deem such to be necessary, without prejudice to the provisions of Sections 2:110, 2:111 and 2:112 of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*).
- 33.2 Shareholders and/or persons with DRH rights together representing at least ten percent (10%) of the Company's issued capital have the right to request the Management Board and the Supervisory Board to convene a General Meeting, clearly stating the items to be dealt with. If within four weeks the Management Board or the Supervisory Board has not proceeded to convene a meeting, in

such way that the General Meeting can be held within six weeks after the receipt of the request, the requesters may convene a General Meeting themselves. If and for so long as Shares or depositary receipts therefor issued with the cooperation of the Company have been admitted to trading on a regulated market as referred to in Section 1:1 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*), the period within which a General Meeting is to be held, as referred to in the preceding sentence, shall be eight weeks instead of six weeks.

Article 34. Convening a General Meeting. Agenda.

- 34.1 General Meetings shall be convened by the Supervisory Board or by the Management Board, without prejudice to the provisions of Article 33.2.
- 34.2 The notice of the General Meeting shall be sent no later than on the fifteenth day prior to the date of the General Meeting. If and for so long as Shares or depositary receipts therefor issued with the cooperation of the Company have been admitted to trading on a regulated market as referred to in Section 1:1 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*), the notice convening the General Meeting shall be given no later than on the forty-second day prior to that of the General Meeting.
- 34.3 The notice of the General Meeting shall state:
- a. the items to be dealt with;
 - b. the place and time of the General Meeting;
 - c. the requirement for admission to the General Meeting as described in Articles 38.1 and 38.4.
 - d. the procedure for participating in the General Meeting by a person holding a written proxy;
 - e. the address of the website of the Company, but only if and for so long as Shares or depositary receipts therefor issued with the cooperation of the Company have been admitted to trading on a regulated market as referred to in Section 1:1 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).
- 34.4 Matters not stated in the notice of the General Meeting may be further announced, with due observance of the time limit stated in Article 34.2.
- 34.5 The notice of the General Meeting shall be sent to the addresses of the Shareholders and the persons with DRH rights shown in the register of Shareholders.
- 34.6 Instead of through notice letters, any Shareholder that gives his consent may be sent notice of the General Meeting by means of a legible and reproducible message electronically sent to the address stated by him for this purpose to the Company.
- 34.7 The notice of the General Meeting shall be given by publication in a daily newspaper with national circulation.
- 34.8 Contrary to the provisions of Article 34.7 and without prejudice to the provisions of Articles 34.5 and 34.6, if Shares have been admitted to trading on a regulated market as referred to in Section 1:1 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) notice of the General Meeting shall electronically be made public by means of a legible message, which

message is directly and permanently accessible until the moment the General Meeting takes place.

- 34.9 Shareholders who jointly represent at least one percent of the issued share capital have the right to request the Supervisory Board or the Management Board to place items on the agenda of the General Meeting. If such proposals are submitted to the Management Board or the Supervisory Board no later than on the sixtieth day prior to the date of the General Meeting, the Management Board or the Supervisory Board shall be obliged to do so, provided that it concerns a reasoned request or a proposal for a resolution.
- 34.10 The expression "Shareholder" in this Article 34 shall include persons with DRH rights.

Article 35. Place of meetings.

The General Meetings shall be held at Amsterdam, Haarlemmermeer (Schiphol Airport), Rotterdam, Utrecht, Eindhoven or The Hague. General Meetings could be held at other places as well, but in that case the General Meeting can only adopt valid resolutions if the entire issued capital of the Company is represented.

Article 36. Chairperson.

- 36.1 The General Meetings shall be presided over by the chairperson of the Supervisory Board or, in his absence, by the vice-chairperson of the Supervisory Board; in the event that the latter is also absent, the Supervisory Board members present shall appoint a chairperson from their midst. The Supervisory Board may appoint another person to act as chairperson of a General Meeting.
- 36.2 If the chairperson has not been appointed in accordance with Article 36.1, the meeting itself shall appoint a chairperson. Until that moment, a member of the Management Board appointed for that purpose by the Management Board shall act as chairperson.

Article 37. Minutes.

- 37.1 Minutes shall be kept of the proceedings at every General Meeting by a secretary to be designated by the chairperson. The minutes shall be adopted by the chairperson and the secretary and shall be signed by them as evidence thereof.
- 37.2 The Supervisory Board or the chairperson may determine that a notarial report must be drawn up of the proceedings of a meeting. The notarial report shall be co-signed by the chairperson.

Article 38. Rights at meetings. Admittance.

- 38.1 Each Shareholder entitled to vote and each usufructuary or holder of pledge on Shares to whom the voting rights accrue shall be entitled to attend the General Meeting, to address such meeting and to exercise his voting rights. The Management Board must be notified in writing of the intention to attend the meeting. Such notice must be received by the Management Board not later than on the date specified in the notice of the meeting.
- 38.2 The right to participate in the meeting in accordance with Article 38.1 may be exercised by a proxy authorized in writing, provided that the power of attorney has been received by the Management Board not later than on the date specified in the notice of the meeting.

- 38.3 The date specified in the notice of the meeting, referred to in Articles 38.1 and 40.2, may not fall before the seventh day prior to the date of the meeting.
- 38.4 If the voting rights attributable to a Share accrue to the usufructuary or the holder of a right of pledge on Shares, instead of to the holder of Shares, the holder of Shares shall likewise be authorized to attend the General Meeting and to address such meeting, provided that, the Management Board has been notified of the intention to attend the meeting in accordance with Article 38.1. The provisions of Article 38.2 shall apply correspondingly.
- 38.5 Furthermore, each person with DRH rights shall be entitled to attend the General Meeting and to address such meeting, provided that the Management Board has been notified of the intention to attend the meeting in accordance with Article 38.1. The provisions of Article 38.2 shall apply correspondingly.
- 38.6 With respect to the voting rights and/or the right to participate in meetings, the Company shall, on the basis of the provisions of Sections 2:88 and 2:89 of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*), also consider as holder of Shares entitled to vote the person specified in a written statement of a member institution as being entitled to a given number of Shares belonging to its collective depot, and confirming that the person shall remain thus entitled until the conclusion of the meeting, provided that the statement concerned has been deposited at the office of Company. The notice to the meeting shall specify the date on which such must be effected at the latest. This date may not fall before the seventh day prior to the date of the meeting.
- 38.7 If and for so long as Shares or depositary receipts therefor issued with the cooperation of the Company have been admitted to trading on a regulated market as referred to in Section 1:1 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*), a registration date as referred to in Section 2:119 Dutch Civil Code (*Nederlands Burgerlijk Wetboek*) shall apply for each General Meeting and this registration date shall then be the twenty-eighth day prior to the General Meeting. The statement of the member institution referred to in Article 38.6 shall in that case only have to include that the Shares mentioned in the statement formed part of the collective depot of the member institution involved at the registration date and that the person mentioned in the statement was a participant in its collective depot at the registration date for the number of Shares mentioned.
- 38.8 Shareholders may only attend the General Meeting, and (to the extent that they are entitled to vote) participate in the voting, in respect of Shares which are registered in their names both on the day referred in Article 38.1 and on the day of the General Meeting, or if a registration date has been determined in accordance with Article 38.7, on the registration date.
- 38.9 Each Share confers the right to cast one vote.
- 38.10 Each person entitled to vote or his proxy shall sign the attendance list.
- 38.11 The Supervisory Board members and the Management Board members shall, as such, have the right to render advice in the General Meeting.
- 38.12 The chairperson shall decide whether other persons shall be admitted to the meeting.

Article 39. Voting.

- 39.1 Except where the law or these Articles of Association require a qualified majority, all resolutions shall be adopted with more than half of the votes cast.
- 39.2 If in an election of persons a majority is not obtained, a second free vote shall be taken. If again no majority is obtained, revoting shall take place until either one person obtains a majority or the election is between two persons only and there is a tie of votes. In the event of such revoting (not including the second free vote), each vote shall be between the persons who participated in the preceding vote, but with the exclusion of the person who received the least number of votes in that preceding vote. If in a preceding vote more than one person received the least number of votes, lot shall decide which of these persons should not participate in the new vote. If there is a tie of votes in an election between two persons, lot shall decide who is elected, save for that determined in Article 39.3.
- 39.3 In the event of a tie of votes in an election from a binding nomination, the candidate whose name appears first on the list shall be elected.
- 39.4 If there is a tie of votes in a vote other than a vote for the election of persons, the proposal is thus rejected.
- 39.5 All votes may be cast orally. The chairperson is, however, entitled to decide a vote by other means.
- 39.6 Abstentions and invalid votes shall not be counted as votes.
- 39.7 Voting by acclamation shall be possible if none of the persons present and entitled to vote objects thereto.
- 39.8 The ruling pronounced by the chairperson of the meeting in respect of the outcome of a vote shall be decisive. The same shall apply to the contents of a resolution passed, in as far as voting related to a proposal not made in writing. If, however, immediately after the ruling is pronounced by the chairperson, its correctness is contested, a new vote shall be taken if so desired by the majority at the meeting or, if the original vote was not taken per capita or by ballot, by a person present who was entitled to vote. As a result of such new vote the legal consequences of the initial vote shall lapse.
- 39.9 In the General Meeting, no voting rights may be exercised for any Share held by the Company or a Subsidiary, nor for any Share for which the Company or a Subsidiary holds the depositary receipts. However, pledgees and usufructuaries of Shares owned by the Company or a Subsidiary are not excluded from exercising the voting rights, if the right of pledge or the usufruct was created before the Share was owned by the Company or such Subsidiary. The Company or a Subsidiary may not exercise voting rights for a Share in which it holds a right of pledge or usufruct.
- 39.10 When determining how many votes are cast by Shareholders, how many Shareholders are present or represented, or which part of the Company's issued capital is represented, no account shall be taken of Shares for which, pursuant to the law or these Articles of Association, no vote can be cast.
- 39.11 If and for so long as Shares or depositary receipts therefor issued with the cooperation of the Company have been admitted to trading on a regulated market as referred to in Section 1:1 of the Dutch Financial Supervision Act (*Wet*

op het financieel toezicht), the Company shall determine in respect of each adopted resolution:

- a. the number of Shares for which valid votes were cast;
- b. the percentage of the issued share capital represented by the number of Shares for which valid votes were cast;
- c. the total number of validly cast votes; and
- d. the number of votes cast in favour of and against the resolution and the number of abstentions.

CHAPTER XII. AMENDMENT OF THE ARTICLES OF ASSOCIATION AND CHANGE OF CORPORATE FORM; STATUTORY MERGER AND STATUTORY DEMERGER; DISSOLUTION AND LIQUIDATION; INQUIRY PROCEEDINGS.

Article 40. Amendment of the Articles of Association and Change of Corporate Form.

- 40.1 The General Meeting may resolve to amend these Articles of Association, but during the Initial Period only with due observance of Article 40.4.
- 40.2 When a proposal to amend these Articles of Association is to be made at a General Meeting, the notice of such meeting must state so and a copy of the proposal, including the verbatim text thereof, shall be deposited and kept available at the Company's office for inspection by, and must be made available free of charge to, the Shareholders and the persons with DRH rights, until the conclusion of the meeting. An amendment of these Articles of Association shall be laid down in a notarial deed.
- 40.3 The Company may change its corporate form into a different legal form. A change of the corporate form shall require a resolution to change the corporate form adopted by the General Meeting, and a resolution to amend these Articles of Association. A change of the corporate form shall furthermore be subject to the relevant provisions of Book 2 of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*). A change of the corporate form shall not terminate the existence of the legal entity.
- 40.4 During the Initial Period, the following provisions of these Articles of Association can only be amended at the unanimous proposal of the Supervisory Board pursuant to a resolution of the General Meeting adopted with a majority of at least two thirds of the votes cast representing more than half of the issued capital:
 - a. Article 1.1 (i)
 - b. Article 1.1 (j);
 - c. Article 1.1 (o);
 - d. Article 3;
 - e. Article 6.1
 - f. Article 6.2;
 - g. Article 15.4;
 - h. Article 16.3;
 - i. Article 18;
 - j. Article 20.2;
 - k. Article 20.4;
 - l. Article 34.9;

m. Article 40.4,
and any and all other provisions of these Articles of Association can only be amended at the proposal of the Supervisory Board pursuant to a resolution of the General Meeting adopted with a majority of at least two thirds of the votes cast representing more than half of the issued capital.

Article 41. Statutory Merger and Statutory Demerger.

- 41.1 The Company may enter into a statutory merger with one or more other legal entities. A merger resolution may only be adopted at the proposal of the Management Board made in accordance with Article 18.2, which resolution is in conformity with a merger proposal prepared by the management boards of the merging legal entities. Within the Company, the merger resolution shall be adopted by the General Meeting. However, in the cases referred to in Section 2:331 of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*), the merger resolution may be adopted by the Management Board.
- 41.2 The Company may be a party in a statutory demerger. The term “demerger” shall include both split up and spin off. A demerger resolution may only be adopted at the proposal of the Management Board made in accordance with Article 18.2, which resolution is in conformity with a demerger proposal to be prepared by the management boards of the parties to the demerger. Within the Company, the demerger resolution shall be adopted by the General Meeting. However, in the cases referred to in Section 2:334ff of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*), the demerger resolution may be adopted by the Management Board.
- 41.3 Statutory mergers and statutory demergers shall furthermore be subject to the relevant provisions of Book 2, Title 7, of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*).

Article 42. Dissolution and Liquidation.

- 42.1 The General Meeting may resolve to dissolve the Company, but only at the proposal of the Management Board made in accordance with Article 18.2. When a proposal to dissolve the Company is to be made at a General Meeting, this must be stated in the notice of such meeting.
- 42.2 If the Company is dissolved pursuant to a resolution of the General Meeting, the Management Board members shall become liquidators of the dissolved Company's property. The General Meeting may decide to appoint other persons as liquidators.
- 42.3 During liquidation, the provisions of these Articles of Association shall remain in force to the extent possible.
- 42.4 The balance remaining after payment of the debts of the dissolved Company shall be transferred to the Shareholders, in proportion to the aggregate nominal amount of their Shares.
- 42.5 In addition, the liquidation shall be subject to the relevant provisions of Book 2, Title 1, of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*).

Article 43. Application for bankruptcy.

The General Meeting may instruct the Management Board to apply for bankruptcy of the Company by a resolution adopted with a majority of at least two thirds of the votes cast, representing more than half of the issued share capital.

Article 44. Inquiry proceedings.

In accordance with Section 2:346 paragraph 1 subsection e of the Dutch Civil Code (*Burgerlijk Wetboek*), Shareholders and/or holders of depositary receipts for Shares, who alone or jointly represent at least one percent of the issued share capital have the right to file an application as referred to in Section 2:345 of the Dutch Civil Code (*Burgerlijk Wetboek*) with the Enterprises Division of the Court of Appeal in Amsterdam (*ondernemingskamer van het gerechtshof te Amsterdam*).

Article 45. Transitory Provision Preference Shares and Authorized Capital.

The provisions of Articles 4.1 and 4.2 shall only come into effect if and as soon as the Commercial Register has been notified of the issuance pursuant to a resolution to that effect of such number of Shares that the issued capital shall be at least four hundred twenty thousand euro (EUR 420,000) under the condition precedent (*opschortende voorwaarde*) that the Commercial Register is notified of such issuance.

Until such notification takes place the following shall apply:

1. The authorized capital of the Company is two hundred twenty-five thousand euro (EUR 225,000).
2. The authorized capital of the Company is divided into nine million (9,000,000) ordinary Shares and two million two hundred fifty thousand (2,250,000) preference Shares with a nominal value of two eurocents (EUR 0.02) each.]

Article 46. Transitory Provision Preference Shares

The provisions of Articles 1.1(p), 4, 29, 42.4 shall only come into effect if and as soon as the Commercial Register has been notified of the fact that no longer any preference Shares are issued and outstanding.¹

Until such notification takes place the following shall apply instead:

1.1(p): Share:

a registered share in the capital of the Company; unless the contrary is expressed, this includes each ordinary Share as well as each preference Share;

Article 4. Authorized capital.

- 4.1. *The authorized capital of the Company is two hundred twenty-five thousand euro (EUR 225,000).*
- 4.2. *The authorized capital of the Company is divided into nine million (9,000,000) ordinary Shares and two million two hundred fifty thousand (2,250,000)² preference Shares with a nominal value of two eurocents (EUR 0.02) eac*

Article 10A. Redemption of preference Shares.

10A.1 *The General Meeting may resolve with due observance of the provisions set out in the Dutch Civil Code (Nederlands Burgerlijk Wetboek) to reduce the issued capital by redeeming (intrekken) all issued preference Shares, without approval from holders of preference Shares being required.*

10A.2 *If all issued preference Shares are cancelled, the following shall be paid on each preference Share:*

- a. *as repayment: an amount equal to the nominal value of a preference Share; and*

¹ It is envisaged that the redemption procedure is started shortly after incorporation with a view to being completed at the listing.

² This amount equals the number of preference shares issued at incorporation.

- b. as a distribution: any missing preferred dividend, to be calculated for this purpose over the period ending on the day this amount is made payable.

Article 14A. Blocking Clause preference Shares (approval Supervisory Board).

- 14A.1 A transfer of one or more preference Shares - excluding a transfer of preference Shares to the Company - can only be effected with due observance of the provisions set out in this Article 14A.
- 14A.2 A Shareholder wishing to transfer one or more preference Shares (hereinafter: the **Applicant**) shall require the approval of the Supervisory Board for such transfer, unless a transfer to one or more interested parties as referred to in Article 14A.3 occurs.
- 14A.3 The approval requested shall be considered to have been granted, if the approval has been refused without the Supervisory Board having informed the Applicant, at the same time as the refusal, of one or more interested parties who are prepared to purchase all the preference Shares to which the request for approval relates for payment in cash, as described in Article 14A.5; the Company shall only be entitled to act as an interested party with the consent of the Applicant.
The approval requested shall also be considered to have been granted, if the Supervisory Board does not adopt a resolution regarding the request for approval within three months after the request has been made.
- 14A.4 If the transfer has not occurred within a period of three months after the granting of the approval requested or after such approval being deemed to be granted, the Applicant may only effect such transfer if the provisions of this Article 14A have been complied with again.
- 14A.5 The payment in cash referred to in Article 14A.3 shall be equal to the amount paid up on the preference Shares to which the request for approval relates, unless such payment shall be determined by an independent expert at the request of the Applicant. The independent expert shall be designated by the Applicant and the interested party by mutual agreement.
- 14A.6 If the Applicant and the interested party do not reach agreement on the independent expert, the designation shall be made by the competent court in Amsterdam.
- 14A.7 Within one month after the day on which the price of the preference Shares to which the request for approval relates has been established, the Applicant may determine at its own discretion whether he will transfer the relevant preference Shares to the interested party. If the Applicant decides not to transfer the relevant preference Shares to the interested party, a transfer of one or more of these preference Shares may only occur if this Article 14A has been complied with again.
- 14A.8 This Article 14A does not apply to ordinary Shares.
purpose over the period ending on the day this amount is made payable.

Article 29. Profits and Distributions.

- 29.1 From the profits - the positive balance of the profit and loss accounts - made in the most recently elapsed financial year shall first, if possible, a dividend distribution be made on the preference Shares, to an amount of six percent (6%) of the paid up part of the nominal value of those Shares. The dividend on

the preference Shares shall be calculated pro rata if the respective Shares have been issued in the course of the financial year.

- 29.2 *It may be determined in the resolution to issue the preference Shares that, in the event that the profits of any financial year do not permit the distribution as referred to in Article 29.1 on the Shares to be issued in full or in part, the deficit shall be distributed from the Distributable Equity, and, if this is also insufficient, from the profits of the subsequent years. If preference Shares shall be cumulative as described above, the letter C shall be added to that respective series of Shares. If the Shares are not cumulative preferred, they shall be referred to with the letters N.C..*
- 29.3 *Each year, after application of the Articles 29.1 and 29.2, and insofar as cumulative preference Shares are in issue and a distribution must still be made on those Shares, after such distribution, the Management Board may, subject to the approval of the Supervisory Board, determine which part of the profits shall be reserved.*
- 29.4 *The part of the profit remaining after reservation in accordance with Article 29.3 shall be distributed as dividend on the ordinary Shares.*
- 29.5 *Distributions may be made only up to an amount which does not exceed the amount of the Distributable Equity.*
- 29.6 *Distribution of profits shall be made after adoption of the annual accounts if permissible under the law given the contents of the annual accounts.*
- 29.7 *The Supervisory Board may resolve to distribute interim dividend on the ordinary Shares.*
- 29.8 *In calculating the amount of any distribution on Shares, Shares held by the Company shall be disregarded.*
- 29.9 *Sections 2:104 and 2:105 of the Dutch Civil Code (Nederlands Burgerlijk Wetboek) shall apply to distributions to Shareholders.*

42.4

- 42.4 *From the balance remaining after payment of the debts of the dissolved Company shall first, insofar as possible, be paid on each preference Share any missing preferred dividends to be calculated for this purpose over the period ending on the day this amount is made payable. Subsequently, insofar as possible, on each preference Share shall be paid an amount equal to the nominal paid-up amount of the Share involved.*
The balance remaining after application of Article 42.4 shall be transferred to the holders of ordinary Shares, in proportion to the aggregate nominal amount of their ordinary Shares.

Article 47. Transitory Provision first financial year

The first financial year of the Company shall end on the thirty-first day of December two thousand and thirteen. This Article 47 shall cease to exist after the end of the first financial year.

Finally, the person appearing has declared:

- a. At incorporation, the issued capital of the Company equals forty-five thousand euro (EUR 45,000) and is divided into two million two hundred fifty thousand (2,250,000) preference Shares with a nominal value of two eurocents (EUR 0.02) each, hereinafter: **Issued Shares**.

The Issued Shares are issued to the Incorporator. The Issued Shares are issued at an issuance price of two hundred twenty-five thousand euro (EUR 225,000) in the aggregate. The Issued Shares have been paid for in cash. Payment in foreign currency was permitted. The documents which must be attached by virtue of Section 2:93a of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*) have been attached to this deed (Annex). The Company hereby accepts the payments made for the Issued Shares.

b. The first members of the Management Board of the Company shall be:

●.

c. The first members of the Supervisory Board of the Company shall be:

●.

Power of attorney.

The abovementioned power of attorney to the person appearing has appeared to me, civil law notary, from one (1) written power of attorney which is annexed to this deed (Annex).

End.

The person appearing is known to me, civil law notary.

This deed was executed in Amsterdam, the Netherlands, on the date stated in the first paragraph of this deed.

The contents of the deed have been stated and clarified to the person appearing.

The person appearing has declared not to wish the deed to be fully read out, to have noted the contents of the deed timely before its execution and to agree with the contents.

After limited reading, this deed was signed first by the person appearing and thereafter by me, civil law notary.

SCHEDULE "G"

RESTATED SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 26th day of April 2013.

AMONG:

HOMBURG INVEST INC., a corporation existing under the laws of Alberta,

- and -

HOMBURG SHARECO INC., a corporation existing under the laws of Nova Scotia,

- and -

HOMCO REALTY FUND (61) LIMITED PARTNERSHIP, a limited partnership formed under the laws of Nova Scotia

- and -

THE CATALYST CAPITAL GROUP INC., a corporation existing under the laws of Ontario, on behalf of Catalyst Fund Limited Partnership III and Catalyst Fund Limited Partnership IV

WHEREAS:

- A.** Homburg Invest Inc. ("**HII**"), together with Homburg Shareco Inc. ("**Shareco**"), Churchill Estates Development Ltd., Inverness Estates Development Ltd., CP Development Ltd. and North Calgary Land Ltd. and Homburg Management (Canada) Inc. (collectively the "**Petitioners**") are insolvent.
- B.** The Petitioners, excluding North Calgary Land Ltd. and Homburg Management Canada Inc. obtained protection under the Companies' Creditors Arrangement Act, R.S.C. c. C-36, as amended (the "**CCAA**") by an Order of the Superior Court of Quebec (Commercial Division) (the "**Court**") on September 9, 2011 (as same has been amended pursuant to further orders of the Court and as may be further amended, restated or varied from time to time, the "**Initial Order**").
- C.** The Initial Order declared that, although not a Petitioner, each of mis-en-cause 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 (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 are entitled to the protections and authorizations provided by the Initial Order (such partnerships collectively referred to in the Initial Order as the "**Applicant Partnerships**");

- D. By Order dated May 31, 2012, the Initial Order was amended to add North Calgary Land Ltd. as a Petitioner and *mis-en-cause* Homco Realty Fund (96) Limited Partnership as an Applicant Partnership thereunder (hereinafter included as an “**Applicant Partnership**”);
- E. By Order of the Court made on December 14, 2012, *mis-en-cause* Homco Realty Fund (190) Limited Partnership and Homco Realty Fund (191) Limited Partnership were each added as additional Applicant Partnerships (hereinafter included as “**Applicant Partnerships**”);
- F. By Order of the Court made on February 6, 2013, *mis en cause* Homco Realty Fund (61) Limited Partnership (“**Homco 61 LP**”) was added as additional Applicant Partnership (hereinafter included as an “**Applicant Partnership**”) and Castello Development Ltd. was added as a *mis-en-cause*;
- G. By Order of the Court made on March 14, 2013, the Initial Order was amended to add Homburg Management Canada Inc. as a Petitioner;
- H. By Order of the Court made on April 26, 2013 *mis en cause* Homco Realty Fund (83) Limited Partnership was added as an additional Applicant Partnership (and hereinafter included as an “**Applicant Partnership**”).
- I. Under the Initial Order, the Petitioners and the Applicant Partnerships are authorized to file with the Court and to submit to their creditors one or more plans of compromise or arrangement under the CCAA.
- J. HII and Shareco filed a joint Plan of Compromise and Reorganization under and pursuant to the CCAA and the Alberta *Business Corporations Act* (the “**ABCA**”) on February 6, 2012 (the “**Original Plan**”).
- K. The Court approved an Investment Proposal Process soliciting investment proposals regarding the assets and/or the business of the HII Group Entities, by Order made on March 1, 2013, as revised and extended by further Order made on March 14, 2013 (the “**Investment Proposal Process**”). Under the Investment Proposal Process, The Catalyst Capital Group Inc., on behalf of Catalyst Fund Limited Partnership III and Catalyst Fund Limited Partnership IV (“**Catalyst**”) submitted a final investment proposal by letter dated March 24, 2013, which also attached as Schedule A thereto a term sheet (the “**Catalyst Term Sheet**”, and together with the Catalyst Final Offer, collectively the “**Catalyst Final Offer**”) setting out certain of the terms and conditions of the investment to be made by Catalyst. The Catalyst Final Offer was selected by HII as the “Selected Superior Offer” (as such term is defined in the Investment Proposal Process) and Catalyst was selected as the “Qualified Investor” (as such term is defined in the Investment Proposal Process).
- L. As required under and in accordance with the Investment Proposal Process, HII, Shareco, Homco 61 LP and Catalyst entered into a support agreement dated April 15, 2013 (the “**Original Catalyst Support Agreement**”). The Original Catalyst Support Agreement was terminated by HII, Shareco and Homco 61 LP by written notice delivered to Catalyst on April 24, 2013.

- M.** After terminating the Original Catalyst Support Agreement, HII and Shareco filed an amended and restated Original Plan on April 25, 2013 (the “**Amended and Restated Plan**”). Homco 61 LP has proposed its own plan of compromise to its creditors dated April 25, 2013 under and pursuant to the CCAA (the “**Homco 61 Original Plan**”), which plan was also filed with the Court on April 25, 2013, and which forms an integrated and cohesive plan with the Amended and Restated Plan.
- N.** Concurrently with serving and filing the Amended and Restated Plan and the Homco 61 Original Plan with the Court, HII, Shareco and Homco 61 LP served motions for the convening and conduct of the HII/Shareco Creditors’ Meeting and the Homco 61 Creditors’ Meeting.
- O.** Pursuant to a letter agreement among counsel to HII, Shareco and Homco 61 LP, and Catalyst dated April 25, 2013 (the “**Letter Agreement**”), Catalyst agreed, *inter alia*, to the form and substance of the Closing Documents as therein defined, and agreed to enter into a restated support agreement with HII, Shareco and Homco 61 LP governing the terms of the investment to be made by Catalyst in connection with the restructuring of HII, Shareco, Homco 61 LP and certain other members of the HII Group Entities (as more particularly set out herein and in the Plan as hereinafter defined, the “**Catalyst Investment**”). The Catalyst Investment is to be effected as part of a further amended and restated Plan (the “**Second Joint Amended and Restated Plan**” or the “**Plan**”) and a restated Homco 61 Plan (the “**Homco 61 Restated Plan**”).
- P.** Pursuant to the Letter Agreement, Catalyst has approved:
- (a) the Second Joint Amended and Restated Plan in the form attached hereto as Schedule “A”, hereinafter referred to herein as the “Plan”;
 - (b) the Homco 61 Restated Plan in the form attached hereto as Schedule “B”, hereinafter referred to as the “Homco 61 Plan”;
 - (c) the HII/Shareco Meeting Order in the form attached hereto as Schedule “C”;
 - (d) the Homco 61 Meeting Order in the form attached hereto as Schedule “D”; and
 - (e) the Newco Articles in the form attached hereto as Schedule “E”.
- Q.** This agreement constitutes the Restated Support Agreement (also referred to herein as the “**Agreement**”) as contemplated under the Letter Agreement.

NOW THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Interpretation

- (a) The Preamble forms part of this Agreement.

- (b) Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Plan. To the extent of any inconsistency with defined terms herein and the Plan, the defined terms in the Plan shall govern.
- (c) Unless otherwise dictated by the context, the singular shall include the plural and vice versa; the masculine shall include the feminine and vice versa and, where applicable, the neuter.
- (d) The headings of this Agreement are for convenience of reference only and shall not affect in any manner the interpretation of any of the terms and conditions hereof.
- (e) Amounts referred to herein are expressed in Euros. However, payments to be made by Catalyst pursuant to this Agreement and under the Plan and the Homco 61 Plan will be made in the Canadian dollar equivalent converted at the Noon spot rate of exchange quoted by the Bank of Canada for exchanging such currency to Canadian dollars as at the date immediately preceding the date of payment.

2. Definitions

The following terms used in the Agreement and not otherwise defined in the Plan or the Homco 61 Plan shall have the following meanings:

“**AFM**” means the Netherlands Authority for the Financial Markets;

“**Applicable Laws**” means applicable laws (including common law or civil law), statutes, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, treaties, policies, notices, directions, decrees, judgments, awards or requirements, in each case of any Governmental Authority;

“**Catalyst Confidentiality Agreement**” means the confidentiality agreement entered into among HII, Shareco, and Catalyst as of February 28, 2013, as amended as of March 28, 2013 and as further amended as of April 11, 2103;

“**Catalyst Designate**” means the individual nominated by Catalyst to serve as a member of the Newco Initial Supervisory Board;

“**Catalyst Nominee**” means the individual nominated by Catalyst to serve as a member of the Liquidation Advisory Committee;

“**Competing Transaction**” means a public offer or proposal to (i) make a material equity investment in the HII Group Entities, (ii) acquire a material portion of the assets of the HII Group Entities or the Affected Claims or the Homco 61 Affected Claims, (iii) amend the Plan; or (iv) enter into an alternative transaction with respect to one or more of the HII Group Entities; made by a person to one or more of the HII Group Entities prior to the HII/Shareco Creditors’ Meeting or Homco 61 Creditors’ Meeting or the issuance of the HII/Shareco Sanction and Voting Order or the Homco 61 Sanction Order;

“Material Adverse Change” means any event, circumstance, occurrence, fact, condition change or effect that would be materially adverse to the Core Business Assets, the Non-Core Business Assets, the security affecting the Core Business Assets and Non-Core Business Assets or any third party secured claims affecting same, or the results of operations or conditions (financial or otherwise) of the Core Business Entities (taken as a whole), provided however, that any event, circumstance, occurrence, fact, condition, change or effect:

- (i) relating to, or arising from, general economic conditions;
- (ii) relating to, or arising from, any change in the global, national or regional political conditions (including the outbreak of hostilities or acts of terrorism) or any change in Laws;
- (iii) relating to, or arising from, any emergency in the geographic area where the HII Group Entities operate (including a power outage);
- (iv) relating to fluctuations in the earnings or liabilities of the HII Group Entities, taken as a whole, during the period commencing on January 1, 2013 and ending on the HII/Shareco Plan Implementation Date;
- (v) relating to, or arising from, any litigation matters relating to HII/Shareco Disputed Claims or Homco 61 Disputed Claims;

shall be deemed not to constitute a "Material Adverse Change" and shall not be considered in determining whether a "Material Adverse Change" has occurred;

“Newco Articles” means the form of articles of incorporation of Newco attached as Schedule F to the Plan and as Schedule E hereto;

“Parties” means HII, Shareco, Homco 61 LP and Catalyst;

“Stichting Designate” means the individual nominated by the Trustee to serve as a member of the Newco Supervisory Board;

“Trustee” means Stichting Homburg Bonds; and

“Superior Offer” means an offer or proposal for a Competing Transaction to purchase all of the Claims for a cash purchase price that exceeds the aggregate purchase proceeds pursuant to the Catalyst Investment by at least 15% and is otherwise on terms not less favourable to the Affected Creditors and the HII Group Entities than the Catalyst Investment.

3. **The Catalyst Investment**

- (a) Catalyst agrees to make the Catalyst Investment on the terms and conditions set out herein, the Plan and the Homco 61 Plan. Without limiting the generality of the foregoing, on and subject to the terms and conditions set out in the Plan, Catalyst agrees to contribute the Catalyst Investment Initial Funding Amount under the Plan in order to provide Affected Creditors and Homco 61 Affected

Creditors with the Newco Common Shares Cash-Out Option as an alternative to such Affected Creditors and Homco 61 Affected Creditors receiving Newco Common Shares under the Plan and the Homco 61 LP Plan.

- (b) Creditors who validly elect the Newco Common Shares Cash-Out Option will be deemed to assign, transfer and sell their entitlement to Newco Common Shares to Catalyst in consideration for their respective pro rata share of the Aggregate Newco Common Shares Final Cash-Out Amount and such Newco Common Shares will be issued to Catalyst.
- (c) Where an Electing Creditor validly makes a Newco Common Shares Cash-Out Option Election, Catalyst shall not and shall be deemed never to have acquired or held any right, title or interest in the Affected Claim of such Electing Creditor.

4. **Catalyst Deposit and Additional Payment**

- (i) Pursuant to the Catalyst Final Offer, Catalyst provided an initial deposit in the amount of Cdn\$2,000,000 to the Monitor to hold in trust for the benefit of HII, Shareco and Homco 61 LP (the “**Initial Deposit**”).
- (ii) Catalyst shall pay and deliver a further cash amount to the Monitor to hold in trust for the benefit of HII, Shareco and Homco 61 LP, such that the total deposit hereunder shall equal €10,000,000 (collectively with the Initial Deposit, the “**Catalyst Deposit**”). Catalyst, HII, Shareco and Homco 61 LP agree that the Initial Deposit, together with the funds delivered by Catalyst to the Monitor on or about April 25, 2013, shall constitute the Catalyst Deposit.
- (iii) As additional consideration for this Agreement and as a partial contribution towards HII’s costs incurred in entering into this Agreement, Catalyst shall pay to HII by no later than 5 p.m. (prevailing local time in Montreal, Quebec, Canada) on April 30, 2013 the non-refundable sum of Cdn\$1,000,000 (the “**Catalyst Additional Payment**”).

5. **Catalyst Confidentiality Agreement**

The Catalyst Confidentiality Agreement shall continue in full force and effect in accordance with its terms as if the Original Catalyst Support Agreement had not been terminated. References therein to the “Support Agreement” in the Catalyst Confidentiality Agreement shall mean this Agreement.

6. **Governance of Newco**

- (a) **Newco Initial Supervisory Board**
 - (i) On the Plan Implementation Date, the Newco Initial Supervisory Board will have five (5) members consisting of the Catalyst Designate, selected by Catalyst in its sole discretion and without restriction (other than the

AFM approval as described below), the Stichting Designate, selected by the Trustee in its sole discretion and without restriction (other than the AFM approval as described below), and three (3) independent members (the “**Independent Supervisory Board Members**”), two (2) of which shall be selected by the Search Committee and one of which shall be selected by Catalyst (the “**Catalyst Independent Designate**”), as provided for herein; and

- (ii) Catalyst shall select the Catalyst Independent Designate following an independent search process conducted by Heidrick and Struggles.
- (b) Search Committee
- (i) A search committee (the “**Search Committee**”) shall be formed consisting of three (3) members: one (1) member selected by Catalyst; one (1) member selected by HII; and one (1) member selected by the Trustee;
 - (ii) Independent Supervisory Board Members shall:
 - (A) be selected with a view to establishing a Supervisory Board composed of independent individuals who possess experience, expertise, contacts and skills relevant to the success of Newco’s business;
 - (B) be eligible to serve as a member of the Newco Initial Supervisory Board of Newco under the laws of the Netherlands and the Newco Articles;
 - (C) satisfy the independence requirements set out in the best practice provision 2.2.III of the DCGC and any additional requirements set out in the Newco Articles;
 - (D) be subject to any approval (if required) by the AFM and any other applicable Governmental Authority; and
 - (E) not have a material relationship with any of the Parties or any employee or director thereof.
 - (iii) The Parties recognize that time is of the essence in respect of making a final decision on the composition of the Newco Initial Supervisory Board, therefore:
 - (A) by April 30, 2013, Catalyst shall make its final selection of the Catalyst Designate;
 - (B) by April 30, 2013, the Trustee shall make its final selection of the Stichting Designate;
 - (C) by May 3, 2013, the names and required documentation in respect of the Catalyst Designate, the Stichting Designate, and any

proposed Independent Supervisory Board Members designated at that time shall have been submitted for approval to the AFM and any other applicable Government Authority; and

- (D) by May 31, 2013, Catalyst shall make its final selection of the Catalyst Independent Designate, and the Search Committee shall make the final selection of any remaining Independent Supervisory Board Members.
- (iv) From and after the date of execution of this Agreement to and including the date which is the second anniversary of the Plan Implementation Date (such period, the “**Governance Period**”), the majority of the Supervisory Board shall satisfy the independence requirements set out in the Newco Articles.
- (c) Newco Management Board
 - (i) The Search Committee will select individual nominees for the management board of Newco (the “**Newco Management Board**”) on a consensus basis and, in the event of disagreement among the members of the Search Committee, by majority vote; and
 - (ii) The Parties recognize that time is of the essence in respect of making a final decision on the composition of the Newco Management Board, therefore by May 31, 2013, the Search Committee shall make its final selection of the individuals who shall become members of the Newco Management Board.

7. **Conditions Precedent to Catalyst Investment**

(a) **Mutual Conditions Precedent**

The obligation of the Parties to implement the Catalyst Investment shall be subject to the satisfaction of the following conditions precedent, which shall be for the benefit of both Parties and which may not be waived, in whole or in part, except by mutual agreement of the Parties (the “**Mutual Conditions Precedent**”):

- (i) The Court will have issued the HII/Shareco Meeting Order substantially in the form appended as Schedule “C”, by April 29, 2013, or such later date as shall be acceptable to HII, Shareco, Homco 61 LP and Catalyst, acting reasonably, and the Monitor;
- (ii) The Court will have issued the Homco 61 Meeting Order substantially in the form appended as Schedule “D” by April 29, 2013, or such later date as shall be acceptable to HII, Shareco, Homco 61 LP and Catalyst, acting reasonably, and the Monitor;

- (iii) HII and Shareco shall have filed the Plan by April 29, 2013 or such later date as shall be acceptable to HII, Shareco, Homco 61 LP and Catalyst, acting reasonably, and the Monitor;
- (iv) Homco 61 LP shall have filed the Homco 61 Plan, by April 29, 2013, or such later date as shall be acceptable to HII, Shareco, Homco 61 LP and Catalyst, acting reasonably, and the Monitor.
- (v) The Information Circular reflecting the provisions of the Plan and the Homco 61 Plan and containing all material information relevant thereto will have been filed with the Court by HII, Shareco and Homco 61 LP by April 29, 2013, or such later date as HII, Shareco, Homco 61 LP and Catalyst, acting reasonably, and the Monitor may agree;
- (vi) The Court shall have issued an Order setting the HII/Shareco Record Date for the Plan and the Homco 61 Record Date for the Homco 61 Plan each of which shall be April 17, 2013 or such later date as HII, Shareco, Homco 61 LP acting reasonably and the Monitor may agree;
- (vii) The HII/Shareco Creditors' Meeting to consider and vote on the Plan will be held by the date set by the HII/Shareco Meeting Order, or such other date as may be acceptable to HII, Shareco, Homco 61 LP and Catalyst, acting reasonably, and the Monitor;
- (viii) The Homco 61 LP Creditors' Meeting to consider and vote on the Homco 61 Plan will be held by the date set in the Homco 61 Meeting Order or such other date as may be acceptable to HII, Shareco, Homco 61 LP and Catalyst, acting reasonably, and the Monitor;
- (ix) The Plan and the Homco 61 Plan shall each have been approved at the HII/Shareco Creditors' Meeting and the Homco 61 Creditors' Meeting, respectively, by the respective Required Majorities of the Affected Creditors and of the Homco 61 LP Affected Creditors;
- (x) The Assumption Agreement shall be in form and substance satisfactory to HII, Newco, the Trustee and Catalyst, acting reasonably, and the Monitor, by the Plan Implementation Date;
- (xi) The Newco Shareholder Rights Agreement shall be in form and substance satisfactory to HII, Newco, the Trustee and Catalyst, acting reasonably, and the Monitor, by the Plan Implementation Date;
- (xii) Upon application by HII and Shareco to the Court, the Plan will be sanctioned by the Court, and the HII/Shareco Sanction and Vesting Order in form and substance satisfactory to HII, Shareco and Catalyst, acting reasonably, and the Monitor shall have been issued by the Court by a date that HII, Shareco, and Catalyst, acting reasonably, and the Monitor, shall agree, and such Order shall be a Final Order.

- (xiii) Upon application by Homco 61 LP to the Court, the Homco 61 Plan will be sanctioned by the Court and the Homco 61 Sanction Order in form and substance satisfactory to HII, Shareco, and Homco 61 LP, and Catalyst, acting reasonably, and the Monitor, and shall have been issued by the Court by a date that HII, Shareco, and Homco 61 LP, and Catalyst, acting reasonably, and the Monitor shall agree and such Order shall be a Final Order;
 - (xiv) The Plan Implementation Date and the Homco 61 Plan Implementation Date will each have occurred by a date that HII, Shareco, and Homco 61 LP and Catalyst, acting reasonably, and the Monitor, shall agree to in writing;
 - (xv) All Conditions Precedent will have been satisfied or otherwise waived, as applicable, on or before the Effective Time or the date specified therefor under the Plan;
 - (xvi) All Homco 61 Conditions Precedent will have otherwise been satisfied or otherwise waived, as applicable, on or before the Homco 61 Effective Time or the date specified therefor under the Homco 61 Plan;
 - (xvii) The Representations and Warranties provided for in Section 8 hereof shall be true and accurate as of the date hereof and the Effective Time under the Plan and the Homco 61 Effective Time under the Homco 61 Plan; and
 - (xviii) The AFM shall have approved the directors and other policy makers of Catalyst and its major direct and indirect shareholders.
- (b) Conditions Precedent For the Benefit of Catalyst

The obligation of Catalyst to implement the Catalyst Investment shall be subject to the satisfaction of the following conditions precedent which shall be solely for the benefit of Catalyst and may only be waived by Catalyst in whole or in part (the “**Catalyst Conditions Precedent**”):

- (i) Neither HII, Shareco or Homco 61 LP will amend the terms of the Plan or the Homco 61 Plan respectively without the consent of Catalyst, acting reasonably;
- (ii) There will have been no material change in the Plan Transactions, without the consent of Catalyst, acting reasonably, and all such Plan Transactions will be in compliance with all relevant local laws;
- (iii) There will have been no material change in the Homco 61 Plan Transactions (as defined in the Homco 61 Plan), without the consent of Catalyst, acting reasonably, and all such Homco 61 Plan Transactions will be in compliance with all relevant local laws;

- (iv) The Plan shall provide that Newco shall file a EU Prospectus Directive-compliant Newco Prospectus, approved by the AFM if required by the Trading Platform on which the Newco Common Shares are to be listed, regardless of the Trading Platform on which the Newco Common Shares are to be listed;
- (v) The Liquidation Advisory Committee will be established pursuant to the HII/Sanction and Vesting Order, and will include the Catalyst Nominee as one of its three individual members.
- (vi) Prior to the Effective Time, there will have occurred no Material Adverse Change from that information contained in public disclosure documents or made available or disclosed on a confidential basis to Catalyst as of 11:59 p.m. on April 18, 2013 which, if it had been known to Catalyst, could reasonably be presumed to have resulted in Catalyst not making the Catalyst Final Offer or not making an offer on substantially similar terms.

(c) Conditions Precedent For Benefit of HII, Shareco and Homco 61 LP

The obligation of HII, Shareco and Homco 61 LP to implement the Catalyst Investment shall be subject to the satisfaction of the following conditions precedent which shall be solely to the benefit of HII, Shareco and Homco 61 LP and may only be waived by HII, Shareco and Homco 61 LP in whole or in part (the “**HII Conditions Precedent**”):

- (i) Catalyst shall be in compliance with the terms of the Catalyst Confidentiality Agreement; and
- (ii) No later than ten (10) days following execution of this Agreement, Catalyst shall have provided to HII, Shareco and the Monitor the name of the Catalyst Nominee for the Liquidation Advisory Committee.

8. Representations and Warranties

(a) Representations and Warranties of HII, Shareco and Homco 61 LP

Each of HII, Shareco and Homco 61 LP represents and warrants to Catalyst as follows:

- (i) That each of them is duly incorporated or formed and is validly subsisting under the laws of its jurisdiction of incorporation or formation;
- (ii) The execution, delivery and performance by each of them of this Agreement and any other definitive documents entered into in connection herewith and the completion of the transactions described herein and therein:
 - (A) are within its respective corporate, limited partnership, or similar power, as applicable;
 - (B) have been duly authorized by all necessary corporate, limited partnership, or similar action as applicable including all necessary

consents of the holders of its shares, limited partnership interests or similar interests, where required;

- (C) do not contravene, conflict with, breach or create a state of facts which, after notice or lapse of time or both, would constitute a breach under its respective certificate of incorporation, bylaws or Limited Partnership Agreement or other constating documents, or violate any judgment, order, notice, decree, statute, law, ordinance, rule or regulation applicable to it or any of its properties or assets;
- (D) do not require the consent of, authorization by, approval of, or notification to any Governmental Authority other than the AFM and the Court in the CCAA Proceedings or as otherwise expressly provided under the Plan;

- (iii) Subject to the Initial Order, the making of the HII/Shareco Meeting Order and the Homco 61 Meeting Order, this Agreement constitutes a valid and binding obligation of each of them enforceable in accordance with its terms.

HII, Shareco and Homco 61 LP acknowledge that Catalyst is relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the Catalyst Transaction.

(b) Representations and Warranties of Catalyst

Catalyst represents and warrants to HII, Shareco and Homco 61 LP as follows:

- (i) It has relied solely upon its own independent review, investigation and or inspection of any documents and or liabilities to be assumed in making the Catalyst Investment;
- (ii) It did not rely on any written or oral statements, representations, promises, warranties or guarantees whatsoever, whether express or implied, by operation of law or otherwise, regarding the Business or Assets of the HII Group Entities or the completeness of any information provided in connection therewith, whether made by the HII Group Entities or the Monitor or their representatives, and waives any and all claims of any kind or nature whatsoever against the HII Group Entities or the Monitor in connection with the accuracy and completeness of any information provided (including in connection with the Investment Proposal Process) and expressly waives its right to commence any action, proceeding or claim against the HII Group Entities or the Monitor which in any way relate to the accuracy and completeness of any information provided;
- (iii) It is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Agreement on behalf of the funds managed by it and to perform its obligations hereunder and to

enter into any definitive documents that may be entered into in connection with the Catalyst Investment;

- (iv) It has the capacity to direct, and will direct, the funds managed by it to perform the obligations hereunder and to enter into any definitive documents that may be entered into in connection with the Catalyst Investment;
- (v) All funds for which Catalyst is acting are validly subsisting limited partnerships and have all requisite legal and corporate power and authority to perform their obligations hereunder and to enter into any definitive documents that may be entered into in connection with the Catalyst Investment;
- (vi) The execution and delivery of this Agreement and the completion of the Catalyst Investment will not result in any material breach of, or be in conflict with or constitute a material default under or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, bylaws or resolutions of Catalyst;
- (vii) The execution, delivery and performance of this Agreement and the completion of the Catalyst Investment have been authorized by all necessary corporate action on the part of Catalyst; and
- (viii) This Agreement once executed will constitute legal, valid and binding obligations of Catalyst (acting on behalf of funds managed by it) enforceable against each of them in accordance with its terms and conditions.

Catalyst acknowledges that HII, Shareco and Homco 61 LP are relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the Catalyst Investment.

9. Covenants

(a) Covenants of HII, Shareco and Homco 61 LP

HII, Shareco and Homco 61 LP covenant as follows:

- (i) To the extent requested by Catalyst, to issue a press release, in form and substance satisfactory to Catalyst, HII, Shareco, Homco 61 LP, acting reasonably and the Monitor, announcing the granting of the motions for the scheduling of the HII/Shareco Creditors' Meeting and the Homco 61 Creditors' Meeting and the inclusion of the Catalyst Investment in the Plan.
- (ii) To (A) cooperate with Catalyst and to pursue, support and use commercially reasonable efforts to complete in good faith the

implementation of the Catalyst Investment and the Plan and the Homco 61 Plan in accordance with the timeline set out herein, including recommending to the Affected Creditors that they vote to approve the Plan and recommending to the Homco 61 Affected Creditors that they vote to approve the Homco 61 Plan, and (B) to do all things that are reasonably necessary and appropriate in furtherance of and to consummate and make effective the Catalyst Investment and the Reorganization Transaction under the Plan and the Homco 61 Plan, including without limitation using commercially reasonable efforts to satisfy those Conditions Precedent applying to HII, Shareco and Homco 61 LP in this Agreement, and under the Plan and the Homco 61 Plan;

- (iii) To cooperate with Catalyst and to pursue in good faith the implementation of the Plan and the Homco 61 Plan in accordance with the timeline to be agreed by the Parties;
- (iv) To do all such things and take such actions within the control of HII, Shareco and Homco 61 LP as may be commercially reasonable to carry out the purposes and intent of this Agreement;
- (v) To provide Catalyst with draft copies of all motions or applications to Court and other documents to be filed by HII, Shareco or Homco 61 LP with the Court (including without limitation, draft Orders) in connection with the Plan or the Homco 61 Plan and/or the Agreement, at least two (2) Business Days prior to such documents being filed with the Court and such documents shall be satisfactory to Catalyst acting reasonably;
- (vi) Other than for the existing sale processes for the Non-Core Business Assets, and any discussions with third party Non-Core Business Entity Creditors relating thereto, to (A) immediately terminate any existing solicitations, negotiations or discussions (whether directly or through the Monitor or its advisors, agent or otherwise) under the Investment Proposal Process or otherwise with any Person regarding a potential Investment Proposal; and (B) not solicit or initiate, directly or indirectly, or encourage submission of, inquiries, proposals, or offers from any potential buyer or investor relating to the disposition of the Business, assets or shares of HII, Shareco or Homco 61 LP;
- (vii) Other than in connection with the currently ongoing sale processes for the Non-Core Business Assets and any discussions with third party Non-Core Business Entity Creditors relating to the sale of such Non-Core Business Assets, HII, Shareco and Homco 61 LP shall not participate in any discussions or negotiations with, or furnish to any Person other than Catalyst, any information with respect to the disposition of the Business, Assets or shares of HII, Shareco or Homco 61 LP or any part thereof, except as they may be required to do under Applicable Laws;
- (viii) Other than in respect of their support of the Plan pursuant to this Agreement, or as may otherwise be required pursuant to any Order of the

Court or Applicable Laws, none of the HII Group Entities or any of their affiliates will, without the prior written authorization of Catalyst, acting reasonably, directly, indirectly, or jointly or in concert with any other Person: (i) solicit proxies from the shareholders of the HII Group Entities (or shareholders, noteholders or bondholders of any of their affiliates) or otherwise attempt to influence the conduct of the shareholders of the HII Group Entities or the voting of any of the HII Group Entities' or any of their affiliates' securities (including, without limitation, shares, notes or bonds); (ii) form, join or in any way participate in any group acting jointly or in concert with respect to the foregoing; (iii) make any public announcement, or take any action which could require the HII Group Entities or Catalyst to make any public announcement, with respect to any of the foregoing; or (iv) disclose any intention, plan or arrangement, or take any action inconsistent with the foregoing. Notwithstanding the foregoing, the HII Group Entities and any of their affiliates may enter into or engage in any discussions or negotiations in order to finalize a Superior Offer with any Person which has provided the HII Group Entities with an unsolicited Superior Offer, but a Superior Offer cannot be accepted without HII, Shareco and Homco 61 LP exercising their termination right hereunder in respect thereof at the time the Superior Offer is accepted;

- (ix) HII, Shareco and Homco 61 LP shall not enter into any transaction outside of the ordinary course of business except (A) as authorized under the Initial Order, (B) as contemplated under the Plan, (C) as required to preserve and maintain the value of the Core Business Assets and the Non-Core Business Assets, (D) as otherwise authorized by the Court, or (E) as otherwise agreed to by Catalyst, acting reasonably;
- (x) HII, Shareco and Homco 61 LP shall operate its business in the ordinary course of business in accordance with the Initial Order and all other Orders made in the CCAA Proceedings, in order to preserve and maintain the value of the Core Business Assets and the Non-Core Business Assets prior to implementation of the Plan; and
- (xi) Newco shall, and HII, Shareco and Homco 61 LP shall cause Newco to, use commercially reasonable efforts to make an application for exemptive relief, as soon as practicable, under National Policy 11-203 – *Process for Exemptive Relief Applications in Multiple Jurisdictions*, to no longer be a reporting issuer in any jurisdiction in Canada;

(b) Covenants of Catalyst

Catalyst covenants as follows:

- (i) To vote (or cause to be voted) all of its Catalyst Affected Claims in all votes and in each to vote (A) in favour of the approval, consent, ratification and adoption of the Plan and the Homco 61 Plan (and as same may be amended) and any actions required in furtherance thereof; (B) against any action that would result in any breach of any representation,

warranty, covenant, or agreement or other obligation of Catalyst under this Agreement or the Plan; and (C) against any Competing Transaction;

- (ii) Support the application by HII and Shareco for the HII/Shareco Meeting Order, and the application by Homco 61 LP of the Homco 61 Meeting Order;
- (iii) Support the approval of the Plan and the Homco 61 Plan as promptly as practicable by the Court in accordance with the timeline as agreed to by the Parties;
- (iv) To (i) pursue, support and use commercially reasonable effort to complete the Catalyst Investment and the Plan in good faith; and (ii) to do all things that are reasonably necessary and appropriate in furtherance of and to consummate and make effective the Catalyst Investment and the Reorganization Transaction under the Plan, including without limitation using commercially reasonable efforts to satisfy the Conditions Precedent relating to Catalyst set forth in this Agreement, and under the Plan, and perform its obligations under the Catalyst Confidentiality Agreement;
- (v) Execute any and all documents and perform any and all commercially reasonable acts required by this Agreement to satisfy its obligations hereunder, including any consent, approval, amendment or waiver requested by HII and Shareco acting reasonably;
- (vi) to make or assist HII and Shareco to make any necessary notifications to Governmental Authorities and use commercially reasonable efforts to assist HII and Shareco to obtain any required approvals of any Governmental Authorities required in connection with the Plan;
- (vii) Not take (or omit to take) any action, directly or indirectly, that is materially inconsistent with or is intended or likely to interfere with the consideration, acceptance, implementation or consummation of the Reorganization Transaction contemplated under the Plan (including the Catalyst Investment);
- (viii) Not, on or after the date of this Agreement, withdraw, modify, or qualify, or propose to withdraw, modify, or qualify, in any manner adverse to HII, Shareco and Homco 61 LP, its approval, recommendation or support for the Plan; and
- (ix) Not sell, assign or transfer, pledge or hypothecate its Catalyst Affected Claims between the date of this Agreement and the Effective Time.

10. Amendment

- (a) This Agreement may, at any time and from time to time not later than the Plan Implementation Date, be amended by mutual written agreement of the Parties,

subject to the approval of the Monitor and in the case of a material amendment, the approval of the Trustee, acting reasonably.

- (b) No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Termination

This Agreement may:

- (a) be terminated by the mutual written agreement of the Parties;
- (b) be terminated by HII in its sole discretion by notice to Catalyst in writing upon failure by Catalyst to make the Catalyst Additional Payment by the deadline set out in paragraph 4(iii);
- (c) be terminated by Catalyst upon delivery to HII, Shareco, Homco 61 LP and the Monitor of a written notice by Catalyst in the exercise of its sole discretion, if HII, Shareco or Homco 61 LP has breached a material term, condition or covenant of this Agreement or fails to complete any material aspect of the Catalyst Investment, or if any one of their Representations or Warranties herein shall prove untrue in any material respect as of the date when made, following written notice and reasonable opportunity to cure;
- (d) be terminated by HII, Shareco, Homco 61 LP or Catalyst if the Court or any Governmental Authority shall have issued a Final Order, judgement or decree, or taken any other action having the effect of permanently enjoining, restraining or otherwise prohibiting the Catalyst Investment, the Plan or the Homco 61 Plan;
- (e) be terminated if it has been determined that any of the conditions of this Agreement cannot be fulfilled, and a written notice thereof is given by one of the Parties to the other Parties invoking the termination of this Agreement, except that such notice may not be given by Catalyst with respect to the non-fulfillment of any condition attributable to it and such notice may not be given by HII, Shareco or Homco 61 LP with respect to the non-fulfillment of any condition attributable to HII, Shareco or Homco 61 LP;
- (f) be terminated by Catalyst if the Plan is not approved at the HII/Shareco Creditors' Meeting or is not sanctioned by the Court;
- (g) be terminated by HII, Shareco and Homco 61 LP, if a Superior Offer is accepted by HII, Shareco and Homco 61 LP; or
- (h) be terminated by HII, Shareco and Homco 61 LP upon delivery of written notice to Catalyst with a copy to the Monitor in the exercise of its sole discretion if Catalyst has breached any material term of this Agreement or fails

to complete any material aspect of the Catalyst Investment, following written notice and reasonable opportunity to cure;

Upon termination of this Agreement as provided for above, the Agreement shall be of no further force or effect and no Party shall have any further liability hereunder except as expressly provided in the following sentence. In the event of a termination of the Agreement solely pursuant to paragraph 11(g), the HII Group Entities shall promptly pay to Catalyst a break fee of an amount equal to €2,137,500 (the “**Catalyst Break Fee**”) in full and final payment of any damages it may claim resulting from such termination, which shall constitute Catalyst’s sole and exclusive remedy for termination hereunder. Promptly after termination, the Catalyst Deposit (but for greater certainty not the Catalyst Additional Payment) shall be returned to Catalyst by the Monitor without any offset or counterclaim of any nature whatsoever within two (2) Business Days following termination of this Agreement not resulting from a breach or default of Catalyst.

12. **Public Disclosure**

Subject to paragraph 9(a)(i), no press release or other public disclosure concerning the Catalyst Investment shall be made by either party without the prior consent of the other, such consent not to be unreasonably withheld, except as, and only to the extent that the disclosure is required by Applicable Law or any stock exchange rules on which HII’s securities are traded or by any other Governmental Authority having jurisdiction over any of the Parties, or by the Court. Provided however that the disclosing party shall provide to the other party a copy of any proposed disclosure in advance of any release and an opportunity to consult with the disclosing party regarding the contents of the proposed disclosure in advance of any release and to provide comments thereon.

13. **Mutual Release**

HII, Shareco, Homco 61 LP, Catalyst and the Trustee agree that each of them shall be released and discharged from any claim, action, causes of action, counterclaims, suits, damages or orders arising from or relating to or in connection with the termination by HII, Shareco and Homco 61 LP of the Original Catalyst Support Agreement.

14. **Further Assurances**

Each Party shall do such other things in its control, take all such actions as are commercially reasonable, deliver to the other Parties such further information and documents and execute and deliver to the other Parties such further instruments and agreements as another Party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other Party the benefits of this Agreement.

15. **Expenses**

Each of the Parties shall bear their own expenses, including legal and financial advisory fees and costs, in connection with this Agreement, the Catalyst Investment and the Plan and the Homco 61 LP Plan and related documentation.

16. Schedules

The following Schedules attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it:

Schedule "A" HII/Shareco Plan

Schedule "B" Homco 61 Plan

Schedule "C" HII/Shareco Meeting Order

Schedule "D" Homco 61 Meeting Order

Schedule "E" Newco Articles

17. Miscellaneous Provisions

- (a) This Agreement shall be governed by and interpreted in accordance with the laws of Quebec and any federal laws of Canada applicable therein.
- (b) The Parties acknowledge that they have required that this Agreement and all related documents be prepared in English. *Les Parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*
- (c) Once approved by the Court, this Agreement and the Schedules thereto shall constitute the entire agreement and supersede all prior agreements and understandings both oral and written, among the Parties with respect to the subject matter herein, including the Catalyst Final Offer and the Catalyst Term Sheet and the Original Catalyst Support Agreement.
- (d) Any date, time or period referred to in this Agreement shall be of the essence, except to the extent to which the Parties agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- (e) All notices and communications which may be or are required to be given pursuant to any terms of this Agreement shall be given or made in writing and shall be deemed to be validly given if served personally or by facsimile transmission, in each case addressed to the particular Party as follows:

If to HII, Shareco or Homco 61 LP:

Homburg Invest Inc.
32 Akerley Boulevard

Dartmouth, Nova Scotia B3B 1N1

Attention: Mr. Jan Schöningh, President and CEO

Fax: (902) 469-6776

Email: jschonigh@hinvest.ca

With a required copy by email or fax to:

Osler Hoskin & Harcourt LLP

1000 De La Gauchetière Street West,

Suite 2100,

Montreal, Quebec H3B 4W5

Attention: Mr. Vitale Santoro/Ms Sandra Abitan

Fax: (514) 904-8101

Email: vsantoro@osler.com/sabitan@osler.com

With a required copy to the Monitor:

Samson Bélair/Deloitte & Touche Inc.

1 Place Ville Marie

Suite 3000

Montréal, Quebec H3B 4T9

Attention: Mr. Pierre Laporte

Fax: (514) 390-4103

Email: pilaporte@deloitte.ca

With a required copy by email or fax to:

McCarthy Tétrault

1000 De La Gauchetière Street West,

Suite 2500

Montréal, Quebec H3B 0A2

Attention: Mr. Mason Poplaw

Fax: (514) 875-6246

Email: mpoplaw@mccarthy.ca

If to Catalyst, to:

The Catalyst Capital Group Inc.

77 King Street West

Royal Trust Tower

TD Bank Centre

Suite 4320

PO Box 212

Toronto, ON M5K 1J3

Attention: Mr. Gabriel De Alba
Fax: (416) 945-3060
Email: gdealba@catcapital.com

With a required copy to:

McMillan LLP
1000 Sherbrooke Street West
Suite 2700
Montreal, Quebec H3A 3G4
Toronto ON M5J 2T3

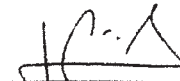
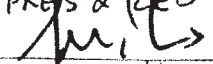
Attention: Mr. Max Mendelsohn
Fax: (514) 987-1213
Email: max.mendelsohn@mcmillan.ca

Any such communication shall be deemed to have been validly and effectively given (i) if personally delivered or if delivered by courier, on the date of such delivery if such date is a Business Day and such delivery was made prior to 4:00 p.m. (Montreal time) and otherwise on the next Business Day, or (ii) if transmitted by facsimile or electronic mail on the Business Day following the date of transmission. Any party may change its address for service from time to time on notice given in accordance with the foregoing and any subsequent notice shall be sent to such party at its changed address.



- (f) This Agreement may be executed in any number of counterparts and the counterparts may be executed and delivered by electronic means. All such counterparts taken together shall be deemed to constitute one and the same instrument.

This Agreement has been agreed and accepted as of this 26th day of April, 2013.

Homburg Invest Inc.

By: 
Name: JH SCHÖNINGH
Title: PRES & CEO
By: 
Name: SF Miles
Title: VP & CFO

Homburg Shareco Inc.

By: 
Name: JH SCHÖNINGH
Title: PRESIDENT
By: 
Name: SF Miles
Title: VP & CFO

Homco Realty Fund (61) Limited Partnership
by its general partner HHI (61) GP Inc.

By: _____

Name: J.M. SCHEININGH
Title: PRESIDENT

By: _____

Name: M.L.
Title: VP & CFO

The Catalyst Capital Group Inc., on behalf of
Catalyst Fund Limited Partnership III and
Catalyst Fund Limited Partnership IV

By: _____

Name:
Title:

By: _____

Name:
Title:

The undersigned hereby intervenes to this Agreement as of this 26th day of April, 2013
solely for the purpose of accepting the benefit of the stipulations made in its favour in
paragraphs 6(a), 10 and 13.

Stichting Homburg Bonds

By: _____

Name:
Title:

Homco Realty Fund (61) Limited Partnership
by its general partner HII (61) GP Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

The Catalyst Capital Group Inc., on behalf of
Catalyst Fund Limited Partnership III and
Catalyst Fund Limited Partnership IV

By: _____
Name: Gabriel de Alba
Title: Managing Director and Partner

By: _____
Name: Newton Glassman
Title: Managing Partner

The undersigned hereby intervenes to this Agreement as of this 26th day of April, 2013 solely for the purpose of accepting the benefit of the stipulations made in its favour in paragraphs 6(a), 10 and 13.

Stichting Hombrug Bonds

By: _____
Name:
Title:

No.: 500-11-041305-117

**SUPERIOR COURT
(Commercial Division)**

DISTRICT OF MONTRÉAL

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

**HOMBURG INVEST INC. ET AL.
Debtors/Petitioners**

**-and-
HOMCO REALTY FUND (52) LIMITED
PARTNERSHIP ET AL.
Mises-en-cause**

**-and-
SAMSON BÉLAIR/DELOITTE & TOUCHE
INC.
Monitor**

**THIRD JOINT AMENDED AND RESTATED PLAN
OF COMPROMISE AND REORGANIZATION OF
HOMBURG INVEST INC.
AND HOMBURG SHARECO INC.**

ORIGINAL

**Mtre. Martin Desrosiers
Mtre. Sandra Abitan
Osler, Hoskin & Harcourt LLP
1000 De La Gauchetière Street West, Suite 2100
Montréal, Québec H3B 4W5
Tel: 514.904.8100 Fax: 514.904.8101**

Code : BO 0323 o/f: 1131787