

Exhibit P-2

Draft Sanction and Vesting Order (HII/Shareco)

**SUPERIOR COURT
(Commercial Division)**

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No.: 500-11-041305-117

DATE: June 5, 2013

PRESIDING: THE HONOURABLE LOUIS J. GOUIN, J.S.C.

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

HOMBURG INVEST INC.

HOMBURG SHARECO INC.

Debtors / Petitioners

CHURCHILL ESTATES DEVELOPMENT LTD.

INVERNESS ESTATES DEVELOPMENT LTD.

CP DEVELOPMENT LTD.

NORTH CALGARY LAND LTD.

HOMBURG MANAGEMENT (CANADA) INC.

Debtors

- and -

HOMCO REALTY FUND (52) LIMITED PARTNERSHIP

HOMCO REALTY FUND (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

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HOMCO REALTY FUND (190) LIMITED PARTNERSHIP
HOMCO REALTY FUND (191) LIMITED PARTNERSHIP
HOMCO REALTY FUND (199) LIMITED PARTNERSHIP
CASTELLO DEVELOPMENT LTD.

Mis-en-cause

- and -

SAMSON BÉLAI/DELOITTE & TOUCHE INC.

Monitor

HII/SHARECO SANCTION AND VESTING ORDER

[1] The Petitioners present a Motion to Sanction the Third Joint Amended and Restated Plan of Compromise and Reorganization of Homburg Invest Inc. and Homburg Shareco Inc. and other relief dated June 3, 2013 (the "**Motion**") pursuant to sections 6 and 36 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**") and section 192 of the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9, as amended (the "**ABCA**");

[2] **CONSIDERING** the Motion and affidavit in support thereof, and the representations of counsel;

[3] **CONSIDERING** the Monitor's Twenty-Fourth Report dated [●], 2013 (the "**Monitor's Twenty-Fourth Report**");

[4] **CONSIDERING** the provisions of the CCAA and the ABCA;

FOR THESE REASONS, THE COURT:

[5] **ORDERS** that the Third Joint Amended and Restated Plan of Compromise and Reorganization of Homburg Invest Inc. ("**HII**") and Homburg Shareco Inc. ("**Shareco**") pursuant to the CCAA and the ABCA, dated June 3, 2013 attached hereto as Schedule "E" (as amended, restated, supplemented and/or modified in accordance with its terms, the "**Plan**") is hereby accepted for filing and that capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Plan and the HII/Shareco Meeting Order granted by the Court on April 29, 2013, as the case may be;

[6] **GRANTS** the Motion;

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SERVICE AND MEETING

[7] **ORDERS AND DECLARES** that there has been good and sufficient delivery, service and notice of the HII/Shareco Meeting Materials (made available to the creditors on May 15, 2013), the Plan and the Monitor's Twenty-Third Report dated May 8, 2013 for the purpose of the HII/Shareco Creditors' Meeting, and that the HII/Shareco Creditors' Meeting was duly called, convened, held and conducted in accordance with the CCAA and the Orders of this Court in these proceedings, including without limitation the HII/Shareco Meeting Order;

[8] **DECLARES** valid and sufficient the service and the notices of presentation of the Motion and of the Monitor's Twenty-Fourth Report filed for the purpose of this Order, and **EXEMPTS** the HII Group Entities from service or providing any notice of presentation of the Motion other than the service and notice already given;

[9] **DECLARES** that no meetings or votes of holders of Capital Securities Claims, Equity Claims, including holders of HII Class A Shares and HII Class B Shares, are required in connection with the Plan and its implementation, including the implementation of the Plan Transactions as set out in any Plan Transactions Notice;

SANCTION OF PLAN

[10] **ORDERS AND DECLARES** that:

- (a) the Plan has been approved by the Required Majority of Affected Creditors with Proven Claims in conformity with the CCAA;
- (b) the HII Group Entities have complied with the provisions of the CCAA and the Orders of this Honourable Court made in these proceedings in all respects;
- (c) 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
- (d) the HII Group Entities have acted in good faith and with due diligence, and the Plan, the Plan Transactions and any other matters or transactions contemplated therein are fair and reasonable;

[11] **ORDERS AND DECLARES** that the Plan is hereby sanctioned and approved pursuant to section 6 of the CCAA and section 192 of the ABCA;

PLAN IMPLEMENTATION

[12] **ORDERS** that any director or officer of a Homburg Group Member is hereby authorized and directed to take all actions determined by such director or officer to be necessary or appropriate in the sole opinion of such director or officer to enter into, adopt, execute, deliver, implement and consummate the contracts, instruments, releases, all other agreements or documents to be created or which are to come into effect in connection with the Plan and all associated steps and transactions effected

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thereby (including, without limitation, the Plan Transactions) involving corporate action of or on behalf of such Homburg Group Member, and all such actions of the directors and officers are hereby approved and will occur in accordance with, and as contemplated by, the Plan in all respects and for all purposes without any requirement of further action by the shareholders or other security holders or any of the other directors and officers of the Homburg Group Members. Further, to the extent not previously given, all necessary approvals to take any such action shall be and are hereby deemed to have been obtained from the directors and officers or the shareholders or other security holders of the relevant Homburg Group Member, including the deemed passing by any class of shareholders of any resolution or special resolution, and no shareholders' agreement, partnership agreement or agreement between a shareholder or partner and another Person limiting in any way the taking of any such steps or actions contemplated by the Plan (including, without limitation, the Plan Transactions) shall be effective and shall be of, and is hereby deemed to have, no force or effect;

[13] **ORDERS** that the Monitor, the HII Group Entities and Newco are hereby authorized and directed to take all steps and actions (including, without limitation, the Plan Transactions), and to do all such things, as determined by the Monitor, the HII Group Entities or Newco, respectively, to be necessary or appropriate to implement the Plan in accordance with its terms and as contemplated thereby, and to enter into, adopt, execute, deliver, implement and consummate all of the steps, transactions and agreements, as required by the Monitor, the HII Group Entities or Newco, respectively, as contemplated by the Plan;

[14] **ORDERS** that from and after the Effective Time on the Plan Implementation Date, and for the purposes of the Plan only (including, without limitation, the Plan Transactions), if any HII Group Entity does not have the ability or the capacity pursuant to Applicable Law to provide its agreement, waiver, consent or approval to any matter requiring its agreement, waiver, consent or approval under the Plan (including, without limitation, the Plan Transactions), such agreement, waiver, consent or approval may be provided by the Monitor, or that such agreement, waiver, consent or approval shall be deemed not to be necessary;

[15] **ORDERS** that the Plan and all associated steps, compromises, transactions, arrangements, releases, offsets, cancellations and reorganizations effected thereby (including, without limitation, the Plan Transactions) are hereby approved, shall be deemed to be implemented and shall be binding and effective as of the Effective Time in accordance with the terms of the Plan or at such other time, times or manner as may be set forth in the Plan in the sequence provided therein, and shall enure to the benefit of and be binding upon the HII Group Entities, all Affected Creditors, the Released Parties and all Persons affected by the Plan;

[16] **ORDERS** that upon delivery of a written notice from HII of the fulfilment or waiver of the conditions precedent to the implementation of the Plan as set out and in accordance with section 14.4 of the Plan, the Monitor shall deliver the Monitor's Plan Implementation Date Certificate substantially in the form attached as Schedule "A" to this Order (the "**Monitor's Plan Implementation Date Certificate**") to HII in

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accordance with section 14.5 of the Plan and shall file with the Court a copy of such certificate as soon as reasonably practicable on or forthwith following the Plan Implementation Date and shall post a copy of same, once filed, on the Website;

PRE-PLAN IMPLEMENTATION DATE TRANSACTIONS

[17] **ORDERS AND DECLARES** that the Newco Incorporation Loan made by HII to the Incorporation Foundation in accordance with the Pre-Plan Implementation Date Transactions is hereby ratified and approved;

PLAN IMPLEMENTATION DATE TRANSACTIONS

[18] **ORDERS AND DECLARES** that the steps to be taken and the compromises and releases to be effected on the Plan Implementation Date shall, subject to section 12.4 of the Plan, be deemed to occur and be effected in the sequential order contemplated by section 12.3 of the Plan (as modified by any Plan Transaction 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;

[19] **ORDERS** that the Articles of Reorganization of HII substantially in the form attached as Schedule “A” to the Plan (the “**Articles of Reorganization**”) are hereby approved, and further, pursuant to and in accordance with the Plan and section 192 of the ABCA, the articles of HII are hereby amended in accordance with the Articles of Reorganization to:

- (a) create a new class of common shares of HII pursuant to section 173(1)(d) of the ABCA, such that the classes of shares and maximum number of shares HII is authorized to issue shall be an unlimited number of common shares without nominal or par value, having the rights, privileges, restrictions, restrictions and conditions attached thereto as specified in section 26(3) of the ABCA; and
- (b) cancel the following classes of shares of HII pursuant to section 173(1)(h) of the ABCA:
 - (i) Class A Subordinate Voting Shares;
 - (ii) Class A Preferred Shares;
 - (iii) Class B Multiple Voting Shares; and
 - (iv) Class B Preferred Shares;

and HII is hereby authorized and directed to file the Articles of Reorganization with the Director (as defined in the ABCA) on or about the Plan Implementation Date;

[20] **ORDERS** that the Articles of Amalgamation of HII substantially in the form attached as Schedule “F” hereto are hereby approved;

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COMPROMISE OF AFFECTED CLAIMS AND EFFECT OF PLAN

[21] **ORDERS AND DECLARES** that pursuant to and in accordance with the Plan, on the Plan Implementation Date, any and all Affected Claims of any nature whatsoever against the Released Parties shall be forever compromised, discharged and released with prejudice, and the ability of any Person to proceed against the Released Parties in respect of or relating to any such Affected Claims shall be deemed to be forever discharged, extinguished, released and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims shall permanently be stayed against the Released Parties, subject only to the rights of Affected Creditors to receive distributions pursuant to the Plan and this Order in respect of their Affected Claims, in the manner and to the extent provided for in the Plan;

[22] **ORDERS AND DECLARES** that, pursuant to and in accordance with the terms of the Plan, on the Plan Implementation Date, all accrued and unpaid interest, fees and expenses owing or incurred by any HII Group Entity in respect of, or as part of, Affected Claims accruing after the HII Filing Date shall be forever compromised, discharged and released for no consideration and no Person shall have any entitlement to any such accrued and unpaid interest, fees and expenses, except in all cases in respect of those Claims currently subject to dispute by Stichting Homburg Bonds in its motions in appeal of the Notices of Revision or Disallowance of Proofs of Claim filed with the Court on February 14, 2013 and May 17, 2013;

[23] **ORDERS AND DECLARES** that the determination of Proven Claims in accordance with the Claims Process Order and the HII/Shareco Meeting Order shall be final and binding on the HII Group Entities and all Affected Creditors;

[24] **ORDERS AND DECLARES** that any Affected Claims for which a Proof of Claim has not been filed by the Claims Bar Date in accordance with the Claims Process Order, whether or not the holder of such Affected Claim has received notification of the claims process established by the Claims Process Order, shall be and are hereby forever barred, extinguished and released with prejudice unless otherwise provided for by any Order. Nothing in the Plan extends to 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;

[25] **ORDERS** that each Person named or referred to in, or subject to, the Plan shall be and is hereby deemed to have consented and agreed to all of the provisions in the Plan, in its entirety, and each Person named or referred to in, or subject to, the Plan shall be and is hereby deemed to have executed and delivered to the HII Group Entities all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety;

[26] **DECLARES** that any consent or authorization required under any contracts, leases, agreements or arrangements in respect of any change in control, transfer of equity interest or transfer of assets as part of the implementation of the Plan be deemed satisfied or obtained, as applicable;

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[27] **ORDERS** that, from and after the Plan Implementation Date, all Persons shall be deemed to have waived any and all defaults of the HII Group Entities, then existing or previously committed by any of the HII Group Entities or caused by any of the HII Group Entities, 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 HII Group Entities, arising directly or indirectly from the filing by the HII Group Entities 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 HII Group Entities from performing their obligations under the Plan or be a waiver of defaults by the HII Group Entities under the Plan and related documents. This paragraph 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 HII Group Entity) and any security granted by such guarantor. For greater certainty, nothing in this paragraph 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 paragraph, 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;

[28] **ORDERS** that, subject to the performance by the HII Group Entities of their obligations under the Plan, all obligations, contracts, agreements, leases or other arrangements (including those obligations, contracts, agreements, leases or other arrangements that form part of the Core Business Assets (other than the Core GP Assets) to be assigned to Newco and the Core GP Assets to be assigned to the Newco Subsidiaries in accordance with paragraph 66 hereof), to which any of the HII Group Entities is a party shall be and remain in full force and effect, unamended, as at the Plan Implementation Date, unless disclaimed or resiliated or deemed to be disclaimed or resiliated by the HII Group Entities pursuant to the Initial Order, and no party to any such obligation, contract, agreement, lease or other arrangement shall on or following the Plan Implementation Date, accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise disclaim or resiliate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy in respect of any such obligation, contract, agreement, lease, or other arrangement and no automatic termination will have any validity or effect by reason:

- (a) of any event which occurred prior to, and not continuing after, the Plan Implementation Date, or which is or continues to be suspended or waived under the Plan, which would have entitled any other party thereto to enforce those rights or remedies;
- (b) that the HII Group Entities have sought or obtained relief or have taken steps as part of the Plan, the Initial Order or under the CCAA or the ABCA;

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- (c) of any default or event of default arising as a result of the financial condition or insolvency of the HII Group Entities;
- (d) of the effect upon the HII Group Entities of the completion of any of the steps or transactions contemplated under the Plan, including Pre-Plan Implementation Date Transactions and the Plan Transactions, including the transfer of the Core Business Assets (other than the Core GP Assets) to Newco and the transfer of the Core GP Assets to the Newco Subsidiaries; or
- (e) of any compromises, settlements, restructurings or releases effected pursuant to the Plan;

[29] **ORDERS** that on the Plan Implementation Date, following the completion of the steps in the sequence set forth in section 12.3 of the Plan (as may be modified pursuant to section 12.4 of the Plan or by any Plan Transaction Notice), all debentures, notes, certificates, agreements, invoices and other instruments evidencing Affected Claims shall not entitle any holder thereof to any consideration or participation other than as expressly provided for in the Plan and this Order and shall be and are hereby deemed to be cancelled and shall be and are hereby deemed to be null and void;

ADMINISTRATION OF THE HOMCO 61 PLAN AND HOMCO 61 AFFECTED CREDITORS

[30] **ORDERS** that the Monitor be and is hereby authorized to:

- (a) 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 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 such Articles to the Homco 61 Affected Creditors only;
- (b) utilize the Cash Pool, the Asset Realization Cash Pool, the Disputed Claims (Cash) Reserve, the Disputed Claims (Asset Realization) Reserve, the Disputed Claims (Newco Shares) Reserve and the Disputed Claims (Cash-Out) Reserve in effecting the administration and determination of the Homco 61 Affected Claims; and
- (c) allocate the costs of such administration of Homco 61 Affected Claims to the Homco 61 Administrative Reserve Costs (as defined under the Homco 61 Plan), provide for such costs in the Administrative Reserve, and to deduct such costs from the HII Homco 61 Distribution, including for greater certainty:

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- (i) all amounts on account of Homco 61 Employee Priority Claims (as defined under the Homco 61 Plan);
- (ii) all amounts on account of Homco 61 Government Priority Claims as defined under the Homco 61 Plan); and
- (iii) all amounts on account of the Homco 61 Post-Filing Date Payables as defined under the Homco 61 Plan);

ESTABLISHMENT OF THE POOLS AND RESERVES AND DISTRIBUTIONS BY THE MONITOR

Cash-Out Pool and Cash-Out Reserve

[31] **ORDERS** that 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). The Catalyst Investment Initial Funding Amount and the Catalyst Deposit, net of the Disputed Claims (Cash-Out) Reserve, shall be segregated in accordance with the Plan and 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 the Plan;

[32] **ORDERS** that 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 Plan Implementation Date in accordance with the Plan, the Claims Process Order and the HII/Shareco Meeting Order;

[33] **ORDERS** that from and after the date of the initial disbursements in paragraph 43 hereof, the Monitor shall 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;

[34] **ORDERS** that any interest accrued on funds in the Cash-Out Pool and the Disputed Claims (Cash-Out) Reserve shall be for the account of Catalyst;

Cash Reserves

[35] **ORDERS** that on the Plan Implementation Date, HII and Shareco shall be and are hereby authorized and directed to fund the following Cash Reserves out of their Cash:

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- (a) the Administrative Reserve, in an aggregate amount to be agreed upon by HII and the Monitor five (5) Business Days prior to the Plan Implementation Date;
- (b) the Disputed Claims (Cash) Reserve, in an aggregate amount to be agreed upon by HII and the Monitor five (5) Business Days prior to the Plan Implementation Date; and
- (c) the Litigation Reserve, in the aggregate amount of Cdn\$500,000;

[36] **ORDERS** that on the Plan Implementation Date, HII and Shareco shall deliver the aggregate of all of their Cash, net of the Cash Reserves set out in paragraph 35, to the Monitor by way of wire transfer(s) (in accordance with the wire transfer instructions provided by the Monitor at least three (3) Business Days prior to the Plan Implementation Date), which shall be held in trust by the Monitor as 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;

[37] **ORDERS** that on the Plan Implementation Date, HII and Shareco shall deliver the Administrative Reserve in the amount set out in paragraph 35(a) to the Monitor by way of wire transfer(s) (in accordance with the wire transfer instructions provided by the Monitor at least three (3) Business Days prior to the Plan Implementation Date), which shall be held in trust by the Monitor in the Administrative Reserve Account for the purpose of paying the Administrative Reserve Costs pursuant to and 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;

[38] **ORDERS** that on the Plan Implementation Date, HII and Shareco shall deliver the Disputed Claims (Cash) Reserve in the amount set out in paragraph 35(b) to the Monitor by way of wire transfer(s) (in accordance with the wire transfer instructions provided by the Monitor at least three (3) Business Days prior to the Plan Implementation Date), which shall be held in trust by the Monitor in the Disputed Claims Reserve Account for distribution in accordance with the Plan 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 (as the case may be) 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 and Disputed Claims (to the extent such Disputed Claims subsequently become Proven Claims) pursuant to and in accordance with the Plan;

[39] **ORDERS** that on the Plan Implementation Date, HII and Shareco shall deliver the Litigation Reserve in the amount set out in paragraph 35(c) to the Monitor by way of wire transfer(s) (in accordance with the wire transfer instructions provided by the Monitor at least three (3) Business Days prior to the Plan Implementation Date), which

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shall be held in trust by the Monitor in the Litigation Reserve Account for the purpose of paying the Litigation Reserve Costs pursuant to and in accordance with the Plan;

[40] **ORDERS** that from and after the Plan Implementation Date on the liquidation or realization of a Non-Core Business Asset, the Monitor shall establish from the Non-Core Business Asset Net Proceeds generated thereby:

- (a) the Asset Realization Cash Pool, net of the Disputed Claims (Asset Realization) Reserve, which shall be contributed by the Monitor to the Cash Pool Account for distribution in accordance with the Plan to Affected Creditors (other than Convenience Class Creditors) with Proven Claims pursuant to and in accordance with the Plan, the Claims Process Order and the HII/Shareco Meeting Order; and
- (b) the Disputed Claims (Asset Realization) Reserve in an amount equal to the aggregate of each Pro Rata Share of any remaining Affected Creditor (other than Convenience Class Creditors) holding a Disputed Claim, which shall be contributed and held by the Monitor in the Disputed Claims Reserve Account for distribution in accordance with the Plan 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;

[41] **ORDERS** that from and after the Plan Implementation Date, the Monitor may increase 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 and allocated by the Monitor to the applicable Cash Reserve;

Disputed Claims (Newco Shares) Reserve

[42] **ORDERS** that the Monitor, in respect of Affected Creditors (other than Convenience Class Creditors) with Disputed Claims (based on the face value of such Disputed Claims or such lesser amount as determined by the Monitor in its sole discretion), shall establish the Disputed Claims (Newco Shares) Reserve to hold the Newco Common Shares it receives in accordance with paragraph 57, which shall be held by the Monitor or its designate for distribution in accordance with the Plan 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 (as the case may be), with any remaining Newco Common Shares to be transferred by the Monitor or its designate to Newco on the Final Distribution Date for cancellation for no consideration, pursuant to and in accordance with the Plan;

Disbursements From The Cash-Out Pool

[43] **ORDERS** that, subject to paragraph 44, pursuant to and in accordance with the Plan, the Monitor on behalf and for the account of Catalyst shall be and is hereby

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authorized to make disbursements from the Cash-Out Pool from and after the Plan Implementation Date but no later than ten (10) Business Days following the Plan Implementation Date 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 in an initial amount in the Monitor's sole discretion;

[44] **ORDERS** that the Monitor shall hold amounts to be disbursed to Electing Creditors under paragraph 43 hereof until the Newco Common Shares in respect of each Electing Creditor's *pro rata* share of the Aggregate Newco Common Shares Final Cash-Out Amount 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 that upon actual delivery of such Newco Common Shares to the Monitor, the Monitor shall make the disbursements under paragraph 43 to each such Electing Creditor;

[45] **ORDERS** that 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 within the twelve (12) month period following the Plan Implementation Date:

- (a) the Monitor shall make the appropriate adjustment to the Cash-Out Pool and to the Disputed Claims (Cash-Out) Reserve, on prior written notice to Catalyst;
- (b) the Monitor shall make a disbursement from the Cash-Out Pool to such Electing Creditor in respect of its Proven Claim in accordance with paragraph 46 hereof; and
- (c) 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 of the Plan (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) of the Plan shall apply *mutatis mutandis* to Catalyst, and (ii) any corresponding payment as a result of the adjustment made in paragraph 45(a) hereof; and

[46] **ORDERS** that pursuant to and in accordance with the Plan, 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;

[47] **ORDERS** that once the Aggregate Newco Common Shares Final Cash-Out Amount has been determined in accordance with the Plan:

- (a) the Monitor shall make final disbursements from the Cash-Out Pool in such amount as is required to satisfy each Electing Creditor's entitlement to receive its respective *pro rata* share of the Aggregate Newco Common Shares Final Cash-Out Amount; and

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- (b) the Monitor shall remit any balance remaining in the Cash-Out Pool to Catalyst;

[48] **ORDERS** that Catalyst shall receive, from time to time, 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) of the Plan 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;

[49] **ORDERS** that all disbursements by the Monitor to Electing Creditors shall be made by way of wire transfer made to the IBAN number provided by such Electing Creditor or cheque for and payable to such Electing Creditor sent by prepaid ordinary mail to the address specified in the Convenience Class Claim Declaration or Proxy filed by or on behalf of such Electing Creditor (or in the absence thereof to the address in such Electing Creditor's Proof of Claim);

[50] **ORDERS** that 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 and **ORDERS** that the Monitor and Catalyst shall make any appropriate adjustments to the Newco Common Shares Cash-Out Price;

[51] **ORDERS** that 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;

Distributions From The Cash Pool

[52] **ORDERS** that pursuant to and in accordance with the Plan, the Monitor on behalf and for the account of HII and Shareco shall be and is hereby authorized to make distributions on the Initial Distribution Date and/or one or more subsequent Distribution Dates as may be set from time to time at the sole and absolute discretion of the Monitor from the Cash Pool Account to each Convenience Class Creditor with a Proven Claim, in an amount equal to such Convenience Class Creditor's Cash Elected Amount, by way of wire transfer made to the IBAN number provided by such Convenience Class Creditor or cheque for and payable to such Convenience Class Creditor sent by prepaid ordinary mail to the address specified in the Convenience Class Claim Declaration filed by or on behalf of such Convenience Class Creditor (or in the absence thereof to the address in such Convenience Class Creditor's Proof of Claim);

[53] **ORDERS** that pursuant to and in accordance with the Plan, the Monitor on behalf and for the account of HII and Shareco shall be and is hereby authorized to make

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distributions on the Initial Distribution Date and/or one or more subsequent Distribution Dates as may be set from time to time at the sole and absolute discretion of the Monitor from the Cash Pool Account to each Affected Creditor (other than a Convenience Class Creditor) holding a Proven Claim, in an amount equal to such Affected Creditor's Pro Rata Share of the Cash Pool and the Asset Realization Cash Pool, respectively, by way of wire transfer made to the IBAN number provided by such Affected Creditor or cheque for and payable to such Affected Creditor sent by prepaid ordinary mail to the address specified in the Proxy or Letter of Instruction filed by or on behalf of such Affected Creditor (or in the absence thereof to the address in such Affected Creditors' Proof of Claim);

[54] **ORDERS** that pursuant to and in accordance with the Plan, from and after the Plan Implementation Date the Monitor or its designate, as applicable, on behalf and for the account of HII and Shareco shall be and is hereby authorized to make distributions (i) on the last Business Day of every month (or more or less frequently as the Monitor may determine in its sole unfettered discretion) to each Convenience Class Creditor holding a Disputed Claim that has become a Proven Claim, in whole or in part, on or before the third Business Day prior to such Distribution Date (other than the Final Distribution Date); and (ii) on the Final Distribution Date, to each Convenience Class Creditor holding a Disputed Claim that has become a Proven Claim, in whole or in part, on or before the Final Distribution Date, as applicable, from the Disputed Claims (Cash) Reserve in an amount equal to the Cash Elected Amount in respect of such Proven Claim, by way of wire transfer made to the IBAN number provided by such Convenience Class Creditor or cheque for and payable to such Convenience Class Creditor sent by prepaid ordinary mail to the address specified in the Convenience Class Claim Declaration filed by or on behalf of such Convenience Class Creditor (or in the absence thereof to the address in such Convenience Class Creditor's Proof of Claim);

[55] **ORDERS** that pursuant to and in accordance with the Plan, from and after the Plan Implementation Date the Monitor or its designate, as applicable, on behalf of and for the account of HII and Shareco, shall be and is hereby authorized to make distributions (i) on the last Business Day of every month (or more or less frequently as the Monitor may determine in its sole and unfettered discretion) to each Affected Creditor (other than a Convenience Class Creditor) holding a Disputed Claim that has become a Proven Claim, in whole or in part, on or before the third Business Day prior to such Distribution Date (other than the Final Distribution Date); and (ii) on the Final Distribution Date to each Affected Creditor (other than Convenience Class Creditors) holding a Disputed Claim that has become a Proven Claim, in whole or in part, on or before the Final Distribution Date, as applicable, from the Disputed Claims Reserve Account, by way of wire transfer made to the IBAN number provided by such Affected Creditor or cheque for and payable to such Affected Creditor sent by prepaid ordinary mail to the address specified in the Proxy or Letter of Instruction filed by or on behalf of such Affected Creditor (or in the absence thereof to the address in such Affected Creditors' Proof of Claim), in an amount equal to the appropriate amount of Cash from the Disputed Claims Reserve Account, 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 Cash Pool and the Asset Realization Cash Pool as at such Distribution Date;

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[56] **ORDERS** that, notwithstanding any other paragraph of this Order, each holder of a Proven Claim that is a Corporate Bond Claim or a Mortgage Bond Claim shall receive from and after the Initial Distribution Date a 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 such holder's allocation of the Stichting Advances determined in accordance with section 9.4(b) of the Plan, and on the Plan Implementation Date the obligation of the Petitioners to pay such Stichting Advances shall be and is hereby deemed to have been satisfied in full;

Distributions of Newco Common Shares

[57] **ORDERS** that pursuant to and in accordance with the Plan, 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 or its designate in respect of Disputed Claims, the following steps shall 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 at the same time to an 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 an Electing Creditor with a Proven Claim), 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 assigned to it under the Plan, which must be received by the Monitor at least seven (7) days before the Plan

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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;
 - (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 direction shall be based on information received by the Monitor in accordance with paragraphs 57(a), (b) and (c) above and the Plan and Newco and the Monitor shall be entitled to rely on such information as is without verifying same. The direction to be delivered shall include the following information:
- (i) registration and delivery details of each such Affected Creditor listed therein (including Catalyst) entitled to receive Newco Common Shares 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

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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 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 shareholders register. In the event that such information set out in the Affected Creditor's Proof of Claim or 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 distributed by the Monitor once the Letter of Instruction is received with appropriate information after the

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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 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;

[58] **ORDERS** that the Monitor or its designate shall hold the Newco Common Shares issued to it on the Initial Distribution Date in respect of an Affected Creditors' Disputed Claim in the Disputed Claims (Newco Shares) Reserve until the earlier of:

- (a) a transfer of the 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 that 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;

[59] **DECLARES** that the Monitor or its designate and shall have no authority to transfer or otherwise dispose of Newco Common Shares to any Person other than in accordance with the Plan and that it shall have no personal or other liability whatsoever 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 paragraph 57(j), 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;

[60] **ORDERS** that the Monitor or its designate shall not exercise any voting rights in respect of the Newco Common Shares;

[61] **ORDERS** that pursuant to and in accordance with the Plan, from and after the Plan Implementation Date the Monitor or its designate, as applicable, on behalf of and for the account of HII and Shareco shall be and are hereby authorized to transfer from the Disputed Claims (Newco Shares) Reserve (i) on the last Business Day of every month (or more or less frequently as the Monitor may determine in its sole and unfettered discretion) and (ii) on the Final Distribution Date, that number of Newco

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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 (or in the case of the Final Distribution Date, on or before the Final Distribution Date) 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:

- (a) 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
- (b) after giving effect to that distribution and any prior distributions, each such Affected Creditor or Catalyst as the case may be shall have received such Affected Creditor's Pro Rata Share of the Newco Equity Pool (Interim) as at such Distribution Date;

Other

[62] **DIRECTS** that the Monitor shall publish a notice to Affected Creditors, substantially in the form attached as Schedule "C" to this Order (the "**Notice of Final Distribution**"), at least thirty (30) days in advance of the Final Distribution Date in the Globe and Mail, the Calgary Herald, the Halifax Chronicle Herald and The Guardian (published in Charlottetown, Prince Edward Island) (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;

[63] **ORDERS** that an Affected Creditor holding a Disputed Claim shall not be entitled to receive a distribution under the Plan in respect of any portion thereof unless and until such Disputed Claim becomes a Proven Claim in accordance with the Claims Process Order, the HII/Shareco Meeting Order and the Plan (as the case may be);

[64] **ORDERS AND DECLARES** that, except for the disbursements to be made by the Monitor from the Cash-Out Pool and the Disputed Claims (Cash-Out) Reserve, all distributions and payments by or at the direction of the Monitor, in each case on behalf of HII and Shareco, under the Plan to the Affected Creditors with Proven Claims are for the account of HII and Shareco and the fulfillment of their respective obligations under the Plan; provided that where reference is made to the Monitor or its designate holding Newco Common Shares, it is holding such Newco Common Shares on behalf of Affected Creditors (other than Convenience Class Creditors) with Disputed Claims that are finally determined to be Proven Claims (as the case may be);

[65] **ORDERS AND DECLARES** that the Monitor, the HII Group Entities and Newco, as necessary, are authorized to take any and all actions as may be necessary or

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appropriate to comply with applicable Tax withholding and reporting requirements. All amounts withheld on account of Taxes shall be treated for all purposes as having been paid to the Affected Creditors in respect of which such withholding was made, provided such withheld amounts be remitted to the appropriate Governmental Authority;

VESTING

[66] **ORDERS AND DECLARES** that on the Plan Implementation Date all right, title and interest of the HII Group Entities in and to the Core Business Assets (other than the Core GP Assets) shall vest absolutely and exclusively in Newco and all right, title and interest of the HII Group Entities in and to the Core GP Assets shall vest absolutely and exclusively in the Newco Subsidiaries, in each case free and clear of and from any and all charges, mortgages, liens, pledges, claims, restrictions, security interests, security agreements, hypothecations, assignments, deposit arrangements, hypothecs, leases, rights of others including without limitation Transfer Restrictions, deeds of trust, trusts or deemed trusts, liens, financing statements, preferential arrangements of any kind or nature whatsoever, including any title retention agreements, or any other arrangements or conditions which in substance secures payment or performance of any obligations, actions, claims, demands or equity of any nature whatsoever, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, or other encumbrances, whether created or arising by agreement, statute or otherwise at law, attaching to property, interests or rights, including without limiting the generality of the foregoing: (i) the CCAA Charges; (ii) all charges, security interests or claims evidenced by registrations pursuant to the Register of Personal and Moveable Real Rights or any other personal property registry system, including without limitation those Encumbrances listed on Schedule "B" attached hereto; and (iii) the Plan Charges (as defined herein) (each of which an "**Encumbrance**" and collectively, the "**Encumbrances**"), other than the Core Business Creditor Claims, and **ORDERS** that Newco shall have no liability of the HII Group Entities other than those expressly assumed under the Assumption Agreement;

[67] **ORDERS** the Registrar of the Register of Personal and Moveable Real Rights, upon presentation of the required applications, a true copy of this Order, payment of the prescribed fees, if any, and presentation of the Monitor's Plan Implementation Date Certificate, to cancel, radiate and discharge the registration of all moveable Encumbrances listed on Schedule "B" hereto as against the Core Business Assets (including without limitation all of the Core GP Assets), such that all of the Core Business Assets (including without limitation all of the Core GP Assets) are no longer affected by movable encumbrances other than the Core Business Creditor Claims;

[68] **ORDERS AND DECLARES** that, notwithstanding:

- (a) the pendency of these proceedings and the declarations of insolvency made therein;
- (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the

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“BIA”) in respect of any of the HII Group Entities and any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made in respect of any of the HII Group Entities;

the transactions contemplated in the Plan, the payments or distributions made in connection with the Plan and the Reorganization Transaction contemplated thereby, whether before or after the HII Filing Date, and any action taken in connection therewith, including, without limitation, under this Order shall not be void or voidable and do not constitute nor shall they be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other challengeable transaction under the BIA, article 1631 and following of the Civil Code or any other applicable federal or provincial legislation, and the transactions contemplated in the Plan, the payments or distributions made in connection with Plan and the Reorganization Transaction contemplated thereby, whether before or after the HII Filing Date, and any action taken in connection therewith, do not constitute conduct meriting an oppression remedy under any applicable statute and shall be binding on an interim receiver, receiver, liquidator or trustee in bankruptcy appointed in respect of any of the HII Group Entities;

RELEASES AND DISCHARGES

[69] **ORDERS AND DECLARES** that the compromises and releases set out in Article 13 of the Plan are approved and shall be binding and effective as of the Plan Implementation Date;

[70] **ORDERS** that from and after the Plan Implementation Date any and all Persons shall be and are hereby stayed from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Released Party in respect of all Claims and matters which are released pursuant to paragraph 69 of this Order and Article 13 of the Plan;

ACCOUNTS WITH FINANCIAL INSTITUTIONS

[71] **ORDERS** that any and all financial institutions (the “**Financial Institutions**”) with which the HII Group Entities have or will have accounts (the “**Accounts**”) shall process and/or facilitate the transfer of, or change to, such Accounts in order to implement the Plan and the transactions contemplated thereby, including the Plan Transactions;

[72] **ORDERS** that James F. Miles, Jan Schöningh, or any other officer or director of the HII Group Entities, is empowered to take all required acts with any of the Financial Institutions to effect the transfer of, or changes to, the Accounts in order to facilitate the implementation of the Plan and the transactions contemplated thereby, including the Plan Transactions;

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PLAN CHARGES

[73] **ORDERS AND DECLARES** that the Directors' Charge, as defined in and created pursuant to the Initial Order or any subsequent Orders of this Court:

- (a) is hereby terminated, released and discharged on the Plan Implementation Date against the Charged Property (including, as applicable, the Core Business Assets) and shall continue against and shall charge all property, assets and undertakings of amalgamated HII (but for greater certainty, shall not attach to the Core Business Assets vested in Newco and the Newco Subsidiaries); and
- (b) shall be deemed to be terminated, released and 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, having the priority established by paragraphs 77 and 78 hereof;

[74] **ORDERS AND DECLARES** that the Administration Charge, as defined in and created pursuant to the Initial Order or any subsequent Orders of this Court, is hereby terminated, released and discharged on the Plan Implementation Date against the Charged Property (including, as applicable, the Core Business Assets) and shall continue against all Cash and shall charge 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 and the Newco Subsidiaries) having the priority established by paragraphs 77 and 78 hereof, and shall, in addition to constituting security for the amounts set out in the Initial Order, constitute security for the Bankruptcy Trustee Fees;

[75] **DECLARES** that the Monitor, as security for the Liquidation Costs, shall be entitled to the benefit of and is hereby granted a charge and security in the Asset Realization Cash Pool and the Disputed Claims (Asset Realization) Reserve (but for greater certainty shall not attach to the Core Business Assets vested in Newco and the Newco Subsidiaries) to the extent of the aggregate amount of \$1,000,000 (the "**Liquidation Charge**"), having the priority established by paragraphs 77 and 78 hereof;

[76] **DECLARES** that the Affected Creditors shall be entitled to the benefit of and are hereby granted a charge and security in the Cash Pool, the Non-Core Business Assets, the Asset Realization Cash Pool and the Cash Reserves (but for greater certainty shall not attach to the Core Business Assets vested in Newco and the Newco Subsidiaries) to the extent of the aggregate amount of \$147,780,000, representing the high range of the estimated recovery of the Affected Creditors and Homco 61 Affected Creditors from the Cash Pool and Asset Realization Cash Pool under the Plans, plus 20% (the "**Affected Creditors' Charge**"), having the priority established by paragraphs 76 and 77 hereof;

[77] **DECLARES** that the priorities of the Administration Charge, the Directors' Charge, the Liquidation Charge, and the Affected Creditors' Charge (collectively, the "**Plan Charges**"), as between them, shall be as follows:

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- (a) first, the Administration Charge;
- (b) second, the Directors' Charge;
- (c) third, the Liquidation Charge; and
- (d) fourth, the Affected Creditors' Charge;

[78] **DECLARES** that each of the Plan Charges shall rank in priority to any and all other Encumbrances;

STAY OF PROCEEDINGS

[79] **EXTENDS** the Stay Period (as defined in the Initial Order and as extended from time to time) to and including July 12, 2013;

[80] **DECLARES** that the protections afforded under paragraphs 12 and 13 of the Initial Order, as amended and extended from time to time, shall apply *mutatis mutandis* to the Released Parties;

[81] **DECLARES** that all Orders made in the CCAA Proceedings shall continue in full force and effect in accordance with their respective terms, except to the extent that such Orders are varied by, or inconsistent with, this Order, the HII/Shareco Meeting Order or any further Order of this Court;

THE MONITOR

[82] **PRAYS ACT** of the Monitor's Twenty-Fourth Report;

[83] **ORDERS** that, effective upon the Plan Implementation Date, any and all claims against the Monitor in connection with the performance of its duties as Monitor up to the Plan Implementation Date shall be and are hereby stayed, extinguished and forever barred and the Monitor shall have no liability in respect thereof except for any liability arising out of gross negligence or wilful misconduct on the part of the Monitor, provided however that this paragraph shall not release the Monitor of its remaining duties pursuant to the Plan and this Order (the "**Remaining Duties**");

[84] **ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court on notice to the Monitor and upon further order securing, as security for costs, the solicitor and his own client costs of the Monitor in connection with the proposed action or proceeding;

[85] **ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, be and is hereby authorized, entitled, empowered, to the exclusion of all other Persons including the HII Group Entities, to perform its functions and fulfill its obligations under the Plan, the HII/Shareco Meeting Order and this Order to facilitate the implementation of the Plan, including without limitation:

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- (a) to take control and manage any bank accounts of any of the Non-Core Business Entities;
- (b) to take possession of and exercise control over the Non-Core Business Assets and any and all proceeds, receipts and disbursements arising out of or from the Non-Core Business Assets;
- (c) to receive, preserve, and protect the Non-Core Business Assets, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Non-Core Business Assets to safeguard them, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Monitor's powers and duties conferred by this Order and the Plan;
- (e) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Non-Core Business Assets, whether in the Monitor's name or in the name and on behalf of any HII Group Entity, for any purpose pursuant to the Plan and this Order;
- (f) to market any or all of the Non-Core Business Assets, including advertising and soliciting offers in respect of the Non-Core Business Assets or any part or parts thereof and negotiate terms and conditions of sale, in consultation with the Liquidation Advisory Committee;
- (g) to sell, convey, transfer, lease or assign the Non-Core Business Assets or any part or parts thereof, with the prior approval of with the Liquidation Advisory Committee:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- (h) to pay any ongoing Administrative Reserve Costs;
- (i) to forgive on behalf of HII after the disposition of any Property owned by any Non-Core Business Entities, any of the loans from HII to any Non-Core Business Entity;
- (j) with the prior notification to the Liquidation Advisory Committee, to apply for any vesting order or other orders necessary to convey the Non-Core

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Business Assets or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any Encumbrances affecting such Non-Core Business Assets;

- (k) to report to, meet with and discuss with the Liquidation Advisory Committee and such other affected Persons as the Monitor deems appropriate on all matters relating to the Non-Core Business Assets, and to share information, subject to such terms as to confidentiality as the Monitor, in consultation with the Liquidation Advisory Committee, deems advisable;
- (l) to register a copy of this Order and any other Orders in respect of the Non-Core Business Assets against title to any of the Non-Core Business Assets;
- (m) to pay the Asset Realization Costs from the Non-Core Business Asset Gross Proceeds;
- (n) to contribute any Non-Core Business Assets 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;
- (o) to determine whether any one of the Non-Core Business Entities is in fact or has become an Insolvent Person and should be assigned into bankruptcy with the prior approval of the Liquidation Advisory Committee;
- (p) to assign or cause to be assigned HII, or any Non-Core Business Entity which is not yet in bankruptcy proceedings as of the Plan Implementation Date 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;
- (q) to be considered an “interested person” pursuant to section 206.1 of the ABCA and, in such capacity, to 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;
- (r) to prepare, file, negotiate and if necessary, litigate, any Bankruptcy Claim in any bankruptcy estate of a Non-Core Business Entity on behalf of HII or any Homburg Group Member, whether or not the Monitor is also acting as Trustee in Bankruptcy of such Non-Core Business Entity;
- (s) to receive distributions in respect of any Bankruptcy Claim and contribute such distributions to the Asset Realization Cash Pool for distribution to

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Affected Creditors (other than Convenience Class Creditors) with Proven Claims and Disputed Claims (to the extent such Disputed Claims subsequently become Proven Claims) (as the case may be) pursuant to and in accordance with the Plan;

- (t) to investigate and assess any Litigation Claim and investigate any Creditor Cause of Action upon the direction of the Liquidation Advisory Committee;
- (u) to prosecute and/or settle any Litigation Claim on prior consultation with, and with the approval of, the Liquidation Advisory Committee;
- (v) 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; and
- (w) to perform such other functions as the Court may order from time to time;

[86] **ORDERS** that the Monitor shall be authorized, in connection with 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;

[87] **DECLARES** that, in carrying out the terms of this Order and the Plan, the Monitor shall (i) 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; and (ii) incur no liability or obligation as a result of acting in accordance with same;

[88] **DECLARES** that 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;

[89] **ORDERS** that the Monitor shall not incur any liability under the Tax Statutes in respect of its making any payments, ordered or permitted under this Order and is hereby 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 this Order and any Claims of such nature are hereby forever barred;

[90] **DECLARES** that the Monitor shall not, under any circumstances, be liable for any of the HII Group Entities' tax liabilities regardless of how or when such liability may have arisen;

[91] **DECLARES** that the Monitor shall incur no liability as a result of acting in accordance with the Plan and the Orders, including without limitation, this Order, other than any liability arising out of or in connection with the negligence or wilful misconduct of the Monitor;

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[92] **ORDERS** that upon the completion by the Monitor of its Remaining Duties, including, without limitation, distributions made by or at the direction of the Monitor in accordance with the Plan, the Monitor shall file with the Court the Monitor's Plan Completion Certificate, substantially in the form attached as Schedule "D" to this Order (the "**Monitor's Plan Completion Certificate**") stating that all of the Monitor's Remaining Duties have been completed and that the Monitor is unaware of any claims with respect to its performance of such Remaining Duties, and upon the filing of the Monitor's Plan Completion Certificate, Samson Bélair/Deloitte & Touche Inc. shall be deemed to be discharged from its duties as Monitor of the HII Group Entities (other than Homco 61 LP) in the CCAA Proceedings and released from any and all claims relating to its activities as Monitor in the CCAA Proceedings, the Committee Members (as defined herein) and the Liquidation Advisory Committee shall be deemed to be discharged from their duties under the Plan and this Order and the Plan Charges shall be deemed to be terminated, released and discharged;

LIQUIDATION ADVISORY COMMITTEE

[93] **ORDERS** that James F. Miles, Marian Hogeslag and Gabriel De Alba (collectively, the "**Committee Members**") are hereby appointed to the Liquidation Advisory Committee;

[94] **ORDERS** the Monitor is authorized and directed to consult with and seek the approval of the Liquidation Advisory Committee from time to time as the Monitor may deem necessary or desirable with respect to the liquidation or realization of Non-Core Business Assets and the investigation, assessment, prosecution and/or settlement of Litigation Claims, as more particularly provided for in the Plan;

[95] **DECLARES** that the Committee Members may apply to this Court for any advice, directions or determinations required to resolve any matter or dispute relating to the liquidation or realization of Non-Core Business Assets and the investigation, assessment, prosecution and/or settlement of Litigation Claims;

[96] **ORDERS** that the Committee Members shall not be liable for any act or omission in respect of their appointment or the fulfillment of their duties in carrying out the provisions of the Plan and this Order, save and except for any gross negligence or wilful misconduct, and that no action or other proceedings shall be commenced against the Committee Members relating to their acting as such, except with prior leave of this Court, on at least seven (7) days notice to the Committee Members and the Monitor, and upon further order in respect of security for costs, to be given by the plaintiff for the costs in an amount that this Court deems advisable, of the Committee Members in connection with any such action or proceeding;

GENERAL

[97] **ORDERS AND DECLARES** that unless a Director confirms in writing to HII and the Monitor its intention to remain in office as a Director of a particular HII Group Entity, all Directors of the HII Group Entities, including the Petitioners, the Homco GPs, Homburg Baltic, Homburg US and Homburg Holdings (US) Inc., shall be and are hereby

deemed to resign without replacement without any requirement of further action on the part of such Directors at the Effective Time on the Plan Implementation Date, 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;

[98] **DECLARES** that the HII Group Entities and the Monitor may apply to this Court for any directions or determinations required to resolve any matter or dispute relating to, or to the subject matter of or rights and benefits under, the Plan or this Order, including, without limitation, regarding the Plan Transactions, distribution mechanics under the Plan, the liquidation or realization of Non-Core Business Assets and the investigation, assessment, prosecution and/or settlement of Litigation Claims;

[99] **DECLARES** that any other directly affected party that wishes to apply to this Court, including with respect to a dispute relating to the Plan, its implementation or its effects, must proceed by motion presentable before this Court after a 7-day prior notice of the presentation thereof given to the HII Group Entities and the Monitor;

[100] **ORDERS** that the Monitor shall be and is hereby authorized (at its sole election) to seek an order of any court of competent jurisdiction in any province or territory of Canada, the United States of America or any state or other subdivision thereof and any other nation or state, recognizing the Plan and this Order and confirming that the Plan and this Order are binding and effective in such jurisdiction;

[101] **ORDERS** the aid and recognition of any court of any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to section 17 of the CCAA), and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada, the legislature of any province or otherwise and any court or any judicial, regulatory or administrative body of the United States of America and the states or other subdivisions of the United States of America, any court or any judicial, regulatory or administrative body of the Netherlands or any other nation or state to act in aid of and to be complementary to this court in carrying out the terms of this Order where required;

[102] **ORDERS** the provisional execution of this Order notwithstanding any appeal and without the necessity for furnishing any security; and

[103] **THE WHOLE WITHOUT COSTS.**

Draft

LOUIS J. GOUIN, J.S.C.

Hearing date : June 5, 2013

Me Martin Desrosiers
Me Sandra Abitan
Me Julien Morissette
Osler, Hoskin & Harcourt LLP
Counsel to Petitioners

Draft

SCHEDULE "A"

MONITOR'S PLAN IMPLEMENTATION DATE CERTIFICATE

**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

Draft

CERTIFICATE OF SAMSON BÉLAIR/DELOITTE & TOUCHE INC. AS THE COURT-APPOINTED MONITOR OF HOMBURG INVEST INC. AND HOMBURG SHARECO INC.

All capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Third Joint Amended and Restated Plan of Compromise and Reorganization of Homburg Invest Inc. (“**HII**”) and Homburg Shareco Inc. (“**Shareco**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9, as amended, dated June 3, 2013 (as further amended, restated, supplemented and/or modified in accordance with its terms, the “**Plan**”).

Pursuant to section 14.5 of the Plan, Samson Bélair/Deloitte & Touche Inc. (the “**Monitor**”) in its capacity as Court-appointed Monitor of HII and Shareco, delivers this certificate to HII and hereby certifies that it has been informed in writing by HII that all of the conditions precedent to implementation of the Plan as set out in section 14.4 of the Plan have been satisfied or waived. Pursuant to the Plan, the Plan Implementation Date has occurred on this day. This Certificate will be filed with the Court and posted on the Website.

DATED at the City of Montréal, in the Province of Québec, this ____ day of _____, 2013 at _____ [a.m./p.m.].

SAMSON BÉLAIR/DOITTE & TOUCHE INC., in its capacity as Court-appointed Monitor of Homburg Invest Inc. and Homburg Shareco Inc.

By: _____
Name:
Title:

Draft

SCHEDULE "B"

ENCUMBRANCES

Alberta

<u>Registration Number</u>	<u>Registration Date</u>	<u>Secured Party</u>
05083028950	August 30, 2005	Stichting Homburg Mortgage Bond
05083030410	August 30, 2005	Stichting Homburg Mortgage Bond
05091631902	September 16, 2005	Homburg Shareco Inc. Stichting Homburg Mortgage Bond
07100309595	October 3, 2007	Homburg Shareco Inc. Stichting Homburg Mortgage Bond
07113015817	November 30, 2007	Stichting Homburg Mortgage Bond
08011717897	January 17, 2008	Stichting Homburg Mortgage Bond
10122007126	December 20, 2010	HSBC Bank Canada
11062230707	June 22, 2011	HSBC Bank Canada
12020816997	February 8, 2012	Shaw GMC Chevrolet Buick Ltd
12022810186	February 28, 2012	HSBC Bank Canada

Ontario

<u>File Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Secured Party</u>
660098052	20100326 1454 1530 7059	March 26, 2010	Laurentian Bank of Canada
660098088	20100326 1454 1530 7062	March 26, 2010	Laurentian Bank of Canada

Draft

Nova Scotia

<u>File Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Secured Party</u>
LF-1741	4294855 11276672 11278462 18276287	July 6, 2001 July 12, 2006 July 13, 2006 July 4, 2011	HSBC Bank Canada
LF-1741	4294873 4307459 11279999 11282456 18276295	July 6, 2001 July 10, 2001 July 13, 2006 July 13, 2006 July 4, 2011	HSBC Bank Canada
LF-2419	9130870 9132654 9156860 9661715 20797635 20797643	January 11, 2005 January 11, 2005 January 20, 2005 May 31, 2005 February 4, 2013 February 4, 2013	Stichting Homburg Mortgage Bond
LF-2501	9848668 9919706	July 13, 2005 July 28, 2005	Stichting Homburg Mortgage Bond
LF-2501	9848695 9918501	July 13, 2005 July 28, 2005	Stichting Homburg Mortgage Bond
LF-2501	10046399 10130888	August 26, 2005 September 16, 2005	Stichting Homburg Mortgage Bond
LF-2501	10046365 10130896	August 26, 2005 September 16, 2005	Stichting Homburg Mortgage Bond
21833- 12GDFM	13256532	November 29, 2007	
714652-HK2	10475127 11820099 18897991	December 14, 2005 November 30, 2006 December 1, 2011	HSBC Bank Canada
769911-HK2	11231990 12513743 19589860	June 30, 2006 June 1, 2007 May 24, 2012	HSBC Bank Canada
21833-11	13399027	January 15, 2008	Stichting Homburg Mortgage Bond

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<u>File Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Secured Party</u>
LF-3776	18227710	June 22, 2011	Stichting Homburg Mortgage Bond
LF-3776	18227728	June 22, 2011	Stichting Homburg Mortgage Bond
11-09130-029	18766519	November 1, 2011	Nova Scotia Securities Commission
	19196153	February 23, 2012	Shaw GMC Chevrolet Buick Limited Partnership
24092-5	20803417	February 5, 2013	Stichting Homburg Mortgage Bond
LF-2099	7289132	September 10, 2003	Computershare Trust Company of Canada

Prince Edward Island

<u>File Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Secured Party</u>
419547	2872760	March 30, 2012	Simmons Canada Inc.

Québec

<u>Registration Number</u>	<u>Registration Date</u>	<u>Secured Party</u>
10-0888143-0001	December 17, 2010	HSBC Bank Canada
10-0888143-0002	December 17, 2010	HSBC Bank Canada

Legal descriptions:

A conventional hypothec with delivery granted by Homburg Invest Inc. and Homburg Invest Inc., acting under its business name: Investissement Homburg Inc. in favour of HSBC Bank Canada and registered at the Register of Personal and Movable Real Rights at 1:05 p.m. on December 17, 2010 under number 10-0888143-0002.

A conventional hypothec without delivery granted by Homburg Invest Inc. and Homburg Invest Inc., acting under its business name: Investissement Homburg Inc. in favour of HSBC Bank Canada and registered at the Register of Personal and Movable Real Rights at 1:05 p.m. on December 17, 2010 under number 10-0888143-0001.

Draft

SCHEDULE "C"

NOTICE OF FINAL DISTRIBUTION

**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

Draft

NOTICE OF FINAL DISTRIBUTION

All capitalized terms not otherwise defined in this Notice shall have the meanings ascribed thereto in the Third Joint Amended and Restated Plan of Compromise and Reorganization of Homburg Invest Inc. (“**HII**”) and Homburg Shareco Inc. (“**Shareco**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9, as amended, dated June 3, 2013 (as further amended, restated, supplemented and/or modified in accordance with its terms, the “**Plan**”), a copy of which is available at <http://www.deloitte.com/ca/homburg-invest>.

TAKE NOTICE THAT Samson Bélair/Deloitte & Touche Inc., in its capacity as the Monitor of HII and Shareco, shall effect a final distribution under the Plan on [●] (the “**Final Distribution Date**”) pursuant to and in accordance with the terms of the Plan and the HII/Shareco Sanction and Vesting Order issued by the Québec Superior Court (Commercial Division) on June 5, 2013.

AND TAKE NOTICE THAT the Plan provides that if the Monitor makes any distribution to an Affected Creditor by way of cheque or wire transfer pursuant to and in accordance with the Plan and such distribution is returned as undeliverable or is not cashed, the Monitor shall not make any further distributions to such Affected Creditor unless and until such Affected Creditor notifies the Monitor of such Affected Creditor's current address or wire transfer particulars, at which time all such distributions shall be made to such Affected Creditor without interest.

AND TAKE NOTICE THAT all Affected Creditors who have not received a distribution from the Monitor in respect of their Proven Claims, or who hold one or more uncashed cheques from the Monitor in respect of distributions on account of such Proven Claims, must contact the Monitor at 1 Place Ville Marie, Suite 3000, Montréal, Québec, Canada, H3B 4T9 (Attention: Mr. Pierre Laporte and Mr. Benoît Clouâtre), facsimile number: (514) 393-5344, or e-mail: pilaporte@deloitte.ca and bclouatre@deloitte.ca on or before 5:00 p.m. (Montréal time) on [●] (the “**Distribution Deadline**”).

AND TAKE NOTICE THAT, after the Distribution Deadline, the Proven Claims of any Affected Creditor or successor of such Affected Creditor with respect to such unclaimed or uncashed distributions shall be forever discharged and forever barred, without any compensation therefor, notwithstanding any Applicable Laws to the contrary, and at such time the Cash amount held by the Monitor in relation to such Proven Claims shall be returned to the Cash Pool or the Asset Realization Cash Pool, as the case may be, pursuant to and in accordance with the Plan.

DATED at the City of Montreal in the Province of Quebec this ___ day of _____, _____.

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SCHEDULE "D"

MONITOR'S PLAN COMPLETION CERTIFICATE

**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

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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

Draft

**CERTIFICATE OF SAMSON BÉLAIR/DELOITTE & TOUCHE INC. AS THE COURT-
APPOINTED MONITOR OF HOMBURG INVEST INC. AND
HOMBURG SHARECO INC.**

RECITALS:

- A. Pursuant to an Order of the Honourable Justice Louis J. Gouin of the Québec Superior Court (Commercial Division) (the “**Court**”) dated September 9, 2011, as amended, Samson Bélair/Deloitte & Touche Inc. was appointed as the Monitor of the HII Group Entities (the “**Monitor**”).
- B. Pursuant to an Order of the Honourable Justice Louis J. Gouin of the Court dated June 5, 2013 (the “**HII/Sharco Sanction and Vesting Order**”), the Court sanctioned and approved the Third Joint Amended and Restated Plan of Compromise and Reorganization of Homburg Invest Inc. (“**HII**”) and Homburg Shareco Inc. (“**Shareco**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and the *Business Corporations Act* (Alberta), R.S.A. 2000, c. B-9, as amended, dated June 3, 2013 (as amended, restated, supplemented and/or modified in accordance with its terms, the “**Plan**”).
- C. Pursuant to the HII/Shareco Sanction and Vesting Order, the Court ordered that upon the completion by the Monitor of its Remaining Duties, including, without limitation, distributions to be made by or at the direction of the Monitor in accordance with the Plan, the Monitor shall file with the Court a certificate stating that all of the Remaining Duties have been completed and that the Monitor is unaware of any claims with respect to its performance of such Remaining Duties, and upon the filing of such certificate, Samson Bélair/Deloitte & Touche Inc. shall be deemed to be discharged from its duties as Monitor of the HII Group Entities in the CCAA Proceedings and released from any and all claims relating to its activities as Monitor in the CCAA Proceedings, the Committee Members and the Liquidation Advisory Committee shall be deemed to be discharged from their duties under the Plan and the HII/Shareco Sanction and Vesting Order and the Plan Charges shall be deemed to be terminated, released and discharged.
- D. All capitalized terms not otherwise defined herein shall have the meaning set out in the HII/Shareco Sanction and Vesting Order.

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Pursuant to paragraph 92 of the HII/Shareco Sanction and Vesting Order, Samson Bélair/Deloitte & Touche Inc. in its capacity as Court-appointed Monitor of the HII Group Entities (the “**Monitor**”) hereby certifies that the Monitor has completed its Remaining Duties, including, without limitation, distributions to be made by or at the direction of the Monitor in accordance with the Plan and that the Monitor is unaware of any claims with respect to its performance of such Remaining Duties.

DATED at the City of Montréal, in the Province of Québec, this ____ day of _____, _____ at _____ [**a.m./p.m.**].

SAMSON BÉLAIR/DOITTE & TOUCHE INC., in its capacity as Court-appointed Monitor of Homburg Invest Inc. and Homburg Shareco Inc.

By: _____
Name:
Title:

Draft

SCHEDULE "E"

THIRD JOINT AMENDED AND RESTATED PLAN OF COMPROMISE AND
REORGANIZATION OF HII AND SHARECO DATED JUNE 3, 2013

(See attached.)

Draft

SCHEDULE "F"

ARTICLES OF AMALGAMATION

(See attached.)

Draft

Articles of Amalgamation

Business Corporations Act
Section 185

1. **Name of Amalgamated Corporation**

ALBERTA LTD.

2. **The classes of shares, and any maximum number of shares that the corporation is authorized to issue:**

THE ATTACHED SCHEDULE IS INCORPORATED INTO AND FORMS PART OF THE ARTICLES OF THE CORPORATION.

3. **Restrictions on share transfers (if any):**

NONE

4. **Number, or minimum and maximum number of directors:**

MINIMUM THREE (3); MAXIMUM FIFTEEN (15)

5. **If the corporation is restricted FROM carrying on a certain business or restricted TO carrying on a certain business, specify the restriction(s):**

NONE

6. **Other provisions (if any):**

THE ATTACHED SCHEDULE IS INCORPORATED INTO AND FORMS PART OF THE ARTICLES OF THE CORPORATION.

7. **Name of Amalgamating Corporations**

Corporate Access Number

SEE ATTACHED SCHEDULE	
-----------------------	--

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 to the
Articles of Amalgamation

_____ ALBERTA LTD.

7. Name of Amalgamating Corporations Corporate Access Number

Homburg Shareco Inc.	
Holland Garden Development Ltd.	2010363964
Homburg Invest (USA) Limited	
Swiss Bondco Inc.	
Homburg Invest Inc.	2015621135
Castello Development Ltd.	2011909823

THIS SCHEDULE IS INCORPORATED INTO
AND FORMS PART OF THE ARTICLES OF _____ ALBERTA LTD.

Subject to the Business Corporations Act (Alberta), the Board of Directors may, between annual meetings of shareholders, appoint one or more additional directors of the Corporation to serve until the next annual meeting of shareholders.

The number of directors within the range set forth above is to be set from time to time by ordinary resolution of the shareholders or, in the absence of such resolution, by resolution of the directors.

Meetings of the shareholders of the Corporation may be held at Calgary, Alberta; Halifax, Nova Scotia; Toronto, Ontario; Vancouver, British Columbia, or such other city located within Canada that the directors may determine.

THIS SCHEDULE IS INCORPORATED INTO AND FORMS
PART OF THE ARTICLES OF _____ ALBERTA LTD.

The Corporation is authorized to issue an unlimited number of Class A Subordinate Voting Shares, an unlimited number of Class B Multiple Voting Shares, an unlimited number of Class A Preferred Shares, issuable in series, and an unlimited number of Class B Preferred Shares, issuable in series.

A. CLASS A SUBORDINATE VOTING SHARES AND CLASS B MULTIPLE VOTING SHARES

The rights, privileges, restrictions and conditions attaching to the Class A Subordinate Voting Shares and the Class B Multiple Voting Shares are as follows:

1. Definitions

1.1 For the purposes of these provisions, unless there is something in the subject matter or context inconsistent therewith:

- (a) “Affiliate” has the meaning ascribed to it by the Securities Act (Ontario) as amended from time to time;
- (b) “Associate” has the meaning ascribed to it by the Securities Act (Ontario) as amended from time to time;
- (c) “Converted Shares” means the Class B Multiple Voting Shares resulting from the conversion of Class A Subordinate Voting Shares into Class B Multiple Voting Shares pursuant to Section 5.1;
- (d) “Expiry Date” means the last day upon which holders of Class B Multiple Voting Shares may accept an offer;
- (e) “Offer” means an offer to acquire Class B Multiple Voting Shares which:
 - (i) must, by reason of applicable securities legislation or the requirements of a stock exchange on which the Class B Multiple Voting Shares are listed, be made to all or substantially all holders of Class B Multiple Voting Shares who are on the books of the Corporation in a province of Canada to which the requirement applies; and
 - (ii) is not made concurrently with an offer to acquire Class A Subordinate Voting Shares made to all or substantially all holders of Class A Subordinate Voting Shares, whose last address on the books of the Corporation is in a province of Canada, that is identical to the Offer in terms of price per share and percentage of outstanding shares to be taken up exclusive of shares owned immediately prior to the Offer by the Offeror, and in all other material respects, with no condition attached other than the right not to take up and pay for Class A Subordinate Voting Shares tendered if no Class B Multiple Voting Shares are purchased pursuant to the Offer,

and for the purposes of this definition if an offer to acquire Class B Multiple Voting Shares is not an Offer as defined above but would be an Offer if it were not for sub-clause (ii) hereof, the varying of any term of an Offer shall be deemed to constitute the making of a new offer unless an identical variation is made to the corresponding offer to purchase Class A Subordinate Voting Shares;

- (f) “Offer Date” means the date on which an Offer is made;
- (g) “Offeror” means the person, company or other entity making the Offer and shall include all associates and affiliates of the Offeror and any person or persons acting jointly or in concert with the Offeror;
- (h) “Offer Period” means the period of time commencing on the eighth day after the Offer Date and ending at the latest time for deposit of Class B Multiple Voting Shares on the Expiry Date;
- (i) “offer to acquire” has the meaning ascribed to such phrase by the Securities Act (Ontario), as amended from time to time; and
- (j) “Transfer Agent” means the transfer agent for the Class A Subordinate Voting Shares and the Class B Multiple Voting Shares from time to time.

2. Voting Rights – Class A Subordinate Voting Shares and Class B Multiple Voting Shares

2.1 Holders of the Class A Subordinate Voting Shares shall be entitled to receive notice of, to attend and to vote at all meetings of the shareholders of the Corporation, voting together with the holders of the Class B Multiple Voting Shares, except for meetings at which only holders of a specified class or series are entitled to vote. Holders of Class A Subordinate Voting Shares shall be entitled to one vote for each Class A Subordinate Voting Share held.

2.2 Holders of Class B Multiple Voting Shares shall be entitled to receive notice of, to attend and to vote at all meetings of the shareholders of the Corporation, voting together with the holders of the Class A Subordinate Voting Shares, except for meetings at which only holders of a specified class or series are entitled to vote. Holders of Class B Multiple Voting Shares shall be entitled to 25 votes for each Class B Multiple Voting Share held.

3. Dividends – Class A Subordinate Voting Shares and Class B Multiple Voting Shares

3.1 Subject to the prior rights of the holders of shares of any other class ranking senior to the Class A Subordinate Voting Shares and the Class B Multiple Voting Shares in respect of dividends, the holders of Class A Subordinate Voting Shares and Class B Multiple Voting Shares shall be entitled to receive, on a share for share basis, such dividends as may be declared by the board of directors of the Corporation, and all dividends so declared shall be declared contemporaneously and paid at the same time and in the same amount per share on all the Class A Subordinate Voting Shares and Class B Multiple Voting Shares at the time outstanding, without preference or priority of one share over another.

4. Dissolution – Class A Subordinate Voting Shares and Class B Multiple Voting Shares
 - 4.1 Subject to the rights of the holders of shares of any other class ranking senior to or equally with the Class A Subordinate Voting Shares and the Class B Multiple Voting Shares in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of Class A Subordinate Voting Shares and Class B Multiple Voting Shares shall be entitled to receive, equally on a share for share basis, the remaining property of the Corporation in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, without preference or priority of one share over another.
5. Take-over Bid Protection – Class A Subordinate Voting Shares
 - 5.1 Subject to Section 5.5, in the event that an Offer is made, holders of Class A Subordinate Voting Shares shall have the right, at their option, at any time during the Offer Period, to convert all or any number of their Class A Subordinate Voting Shares into Class B Multiple Voting Shares on the basis of one Class B Multiple Voting Share for each Class A Subordinate Voting Share so converted.
 - 5.2 Holders of Class A Subordinate Voting Shares desiring to exercise their option to convert their Class A Subordinate Voting Shares or any of them into Class B Multiple Voting Shares shall deliver to the Transfer Agent, no later than 1:00 p.m. (Halifax time) on the Expiry Date or, if the Offer Period ends on or prior to 4:00 p.m. (Halifax time) on the Expiry Date, then no later than three hours prior to the end of the Offer Period:
 - (a) a notice (the “Election Notice”) in writing executed by the holder of Class A Subordinate Voting Shares or by his attorney duly authorized in writing specifying the number of Class A Subordinate Voting Shares to be converted;
 - (b) the share certificate or certificates representing the Class A Subordinate Voting Shares, duly endorsed, which the holder of Class A Subordinate Voting Shares wishes to have converted;
 - (c) any letter of transmittal (the “Letter of Transmittal”) in such form as may be required under the Offer or in such form as may be required by the Transfer Agent to facilitate the acceptance of the Offer in accordance with Section 5.5, including the execution and delivery of any documents required from the holder of Class A Subordinate Voting Shares in order to accept the Offer; and
 - (d) a power of attorney (the “Power of Attorney”) in such form as may be required by the Transfer Agent to facilitate the acceptance of the Offer in accordance with Section 5.5, including the execution and delivery of any documents required from the holder of Class A Subordinate Voting Shares in order to accept the Offer.

- 5.3 Upon receipt by the Transfer Agent of the Election Notice, the share certificate or certificates representing the Class A Subordinate Voting Shares, the Letter of Transmittal and the Power of Attorney, the Corporation shall issue, or cause to be issued, a share certificate representing the appropriate number of Class B Multiple Voting Shares. If less than all the Class A Subordinate Voting Shares represented by any certificate or certificates accompanying the Election Notice are to be converted, the holder shall be entitled to receive, at the expense of the Corporation, a new share certificate representing the Class A Subordinate Voting Shares represented by the certificate or certificates surrendered as aforesaid which are not to be converted. The holder shall pay any governmental tax or other charge imposed on or in respect of such conversion.
- 5.4 An election by a holder of Class A Subordinate Voting Shares to exercise the conversion right provided for in Section 5.1 shall be deemed to also constitute an irrevocable election by such holder:
- (a) to deposit the Converted Shares under the Offer (subject to the holder's rights to subsequently withdraw the shares from the Offer in accordance with the terms thereof and applicable law);
 - (b) to exercise the right to convert the Converted Shares, in the event that less than 50% of the Class B Multiple Voting Shares outstanding immediately prior to the Offer (other than Class B Multiple Voting Shares owned by the Offeror or Associates or Affiliates of the Offeror) are deposited pursuant to the Offer, to Class A Subordinate Voting Shares on a one-for-one basis, in which case the said conversion of such shares into Class A Subordinate Voting Shares shall be effective immediately prior to the time the Offeror takes up and pays for any share to be acquired by the Offeror under the Offer;
 - (c) to exercise the right to convert the Converted Shares, in respect of which the holder exercises his right of withdrawal from the Offer in accordance with the terms thereof and applicable law, to Class A Subordinate Voting Shares on a one-for-one basis, in which case the said conversion of such shares into Class A Subordinate Voting Shares shall be effective at the time such withdrawal is exercised;
 - (d) in respect of an Offer which is completed in accordance with its terms, to exercise the right to convert the Converted Shares of the holder which are not ultimately taken up and paid for under the Offer to Class A Subordinate Voting Shares on a one-for-one basis, in which case the said conversion of such shares into Class A Subordinate Voting Shares shall be effective immediately following the time by which the Offeror is required by applicable securities legislation to take up and pay for all shares to be acquired by the Offeror under the Offer; and
 - (e) in respect of an Offer which is abandoned, withdrawn or expires and is not completed in accordance with its terms, to exercise the right to convert the Converted Shares of the holder to Class A Subordinate Voting Shares on a one-to-one basis, in which case the said conversion of such shares into Class A Subordinate Voting Shares shall be effective at the time the Offer is abandoned, withdrawn or expires.

- 5.5 No share certificates representing Converted Shares shall be delivered to or to the order of the holders thereof and such shares shall be deposited under the Offer by the Transfer Agent in accordance with its terms. The Transfer Agent shall designate any such Converted Shares to be deposited under the Offer in a manner which makes them distinguishable from other Class B Multiple Voting Shares which may be deposited under the Offer. Upon completion of the Offer, the Transfer Agent shall deliver or cause to be delivered to the holders entitled thereto all consideration received by the Transfer Agent from the Offeror pursuant to the Offer in respect of the Converted Shares. If Converted Shares are converted into Class A Subordinate Voting Shares pursuant to the deemed election under Section 5.4(b), 5.4(c), 5.4(d) or 5.4(e), the Transfer Agent shall deliver to the holder entitled thereto a share certificate representing the Class A Subordinate Voting Shares resulting from the conversion, unless certificates representing Converted Shares to be converted into Class A Subordinate Voting Shares pursuant to the deemed election under Sections 5.4(b), 5.4(c), 5.4(d) or 5.4(e) have already been forwarded to each such holder by or on behalf of the Offeror, in which case the depositing holder shall forthwith deliver such certificates to the Transfer Agent for conversion to Class A Subordinate Voting Shares. The Corporation shall make all arrangements with the Transfer Agent necessary or desirable to give effect to this Section 5.5.
- 5.6 Notwithstanding the foregoing provisions, the conversion right provided for in Section 5.1 shall not come into effect if, within seven days after the Offer Date, there has been delivered to the Transfer Agent and to the Secretary of the Corporation a certificate or certificates signed by or on behalf of one or more shareholders of the Corporation owning in the aggregate more than 50 percent of the Class B Multiple Voting Shares then outstanding, exclusive of shares then owned by the Offeror, which certificate or certificates shall, in the case of each such shareholder, confirm:
- (a) the number of Class B Multiple Voting Shares owned by the shareholder;
 - (b) that such shareholder is not making the Offer and is not an Associate or Affiliate of, or acting jointly or in concert with, the person or company making the Offer;
 - (c) that such shareholder will not tender any shares in acceptance of the Offer, including any varied form of the Offer, without giving the Transfer Agent and the Secretary of the Corporation written notice of such acceptance or intended acceptance at least seven days prior to the Expiry Date; and
 - (d) that such shareholder shall not transfer any Class B Multiple Voting Shares, directly or indirectly, prior to the Expiry Date without giving the Transfer Agent and the Secretary of the Corporation written notice of such transfer or intended transfer at least seven days prior to the Expiry Date, which notice shall state, if known to the transferor, the name of the transferees and the number of Class B Multiple Voting Shares transferred or to be transferred to each transferee.
- 5.7 If a notice referred to in Section 5.6(c) or 5.6(d) is given and the conversion right provided for in Section 5.1 has not come into effect by reason of Section 5.6, the Transfer Agent shall either forthwith upon receipt of the notice or forthwith after the seventh day following the Offer Date, whichever is later, determine the number of Class B Multiple Voting Shares in respect of which there are subsisting certificates that comply with

Section 5.6. For the purpose of this determination, certificates in respect of which such a notice has been filed shall not be regarded as subsisting, the transfer that is the subject of any notice referred to in Section 5.6(d) shall be deemed to have already taken place at the time of the determination, and the transferee in the case of any notice referred to in Section 5.6(d) shall be deemed to be a person or company from whom the Transfer Agent does not have a subsisting certificate unless the Transfer Agent is otherwise advised by the transferee in writing. If the number of Class B Multiple Voting Shares so determined does not exceed 50% of the number of then outstanding Class B Multiple Voting Shares, exclusive of shares then owned by the Offeror, Section 5.6 shall cease to apply and the conversion right provided for in Section 5.1 shall be in effect for the remainder of the Offer Period.

- 5.8 As soon as reasonably practicable after the seventh day after the Offer Date, the Corporation shall send to each holder of Class A Subordinate Voting Shares a notice advising such holders as to whether they are entitled to convert their Class A Subordinate Voting Shares into Class B Multiple Voting Shares pursuant to Section 5.1 and the reasons therefor. If such notice discloses that the holders of Class A Subordinate Voting Shares are not so entitled but it is subsequently determined that they are so entitled by virtue of Section 5.6, or otherwise, the Corporation shall forthwith send another notice to such holders advising them of that fact and the reasons therefor.
- 5.9 If a notice referred to in Section 5.8 discloses that the conversion right provided for in Section 5.1 has come into effect, the notice shall:
- (a) include a description of the procedure to be followed to effect the conversion and to have the Converted Shares tendered under the Offer;
 - (b) include the information set out in Section 5.4; and
 - (c) be accompanied by a copy of the Offer and all other material sent to holders of Class B Multiple Voting Shares in respect of the Offer, unless the Offer and such other materials have already been forwarded to each such holder by or on behalf of the Offeror, and as soon as is reasonably practicable after any additional material, including a notice of variation, is sent to the holders of Class B Multiple Voting Shares in respect of the Offer, the Corporation shall send a copy of such additional material to each such holder of Class A Subordinate Voting Shares, unless such additional material has already been forwarded to each such holder by or on behalf of the Offeror.
- 5.10 Prior to or forthwith after sending any notice referred to in Section 5.9, the Corporation shall cause a press release to be issued through a Canadian news wire service describing the contents of the notice.
6. Issuance of Class B Multiple Voting Shares
- 6.1 The Corporation will not issue any Class B Multiple Voting Shares other than in respect of the conversion rights of holders of Class A Subordinate Voting Shares pursuant to paragraph 5 and other than in respect of the issuance of Class B Multiple Voting Shares pursuant to any stock options which are granted and outstanding under the Corporation's

employee stock option plan on the date that these rights, privileges, restrictions and conditions are created.

7. Adjustments – Class A Subordinate Voting Shares and Class B Multiple Voting Shares
 - 7.1 In the event of the subdivision, consolidation, reclassification or other change to the Class B Multiple Voting Shares or the Class A Subordinate Voting Shares, the shares of the other class will be similarly subdivided, consolidated, reclassified or changed, as the case may be, and the provisions theretofore attaching to each class shall otherwise remain unaffected.
 - 7.2 Neither the Class A Subordinate Voting Shares or the Class B Multiple Voting Shares shall be decreased in authorized number by way of an amendment to the Articles of the Corporation, unless contemporaneously therewith, the number of shares of the other class is changed in the same manner and in the same proportion.

B. CLASS A PREFERRED SHARES

The rights, privileges, restrictions and conditions attaching to the Class A Preferred Shares, as a class, shall be as follows:

1. Issuance in Series
 - 1.1 Subject to the filing of Articles of Amendment in accordance with the Business Corporations Act (Alberta) (the “Act”), the Board of Directors may at any time and from time to time issue the Class A Preferred Shares in one or more series, each series to consist of such number of shares as may, before the issuance thereof, be determined by the Board of Directors.
 - 1.2 Subject to the filing of Articles of Amendment in accordance with the Act, the Board of Directors may from time to time fix, before issuance, the designation, rights, privileges, restrictions and conditions attaching to each series of Class A Preferred Shares including, without limiting the generality of the foregoing, the amount, if any, specified as being payable preferentially to such series on a Distribution; the extent, if any, of further participation on a Distribution; voting rights, if any; and dividend rights (including whether such dividends be preferential, or cumulative or non-cumulative), if any.
2. Liquidation
 - 2.1 In the event of the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, or any other distribution of its assets among its shareholders for the purpose of winding-up its affairs (such event referred to herein as a “Distribution”), holders of each series of Class A Preferred Shares shall be entitled, in priority to holders of Class A Subordinate Voting Shares, Class B Multiple Voting Shares, Class B Preferred Shares and any other shares of the Corporation ranking junior to the Class A Preferred Shares from time to time with respect to payment on a Distribution, to be paid rateably with holders of each other series of Class A Preferred Shares the amount, if any, specified as being payable preferentially to the holders of such series on a Distribution.

3. Dividends

- 3.1 The holders of each series of Class A Preferred Shares shall be entitled in priority to holders of Class A Subordinate Voting Shares, Class B Multiple Voting Shares, Class B Preferred Shares and any other shares of the Corporation ranking junior to the Class A Preferred Shares from time to time with respect to the payment of dividends, to be paid rateably with holders of each other series of Class A Preferred Shares, the amount of accumulated dividends, if any, specified as being payable preferentially to the holders of such series.

C. CLASS B PREFERRED SHARES

The rights, privileges, restrictions and conditions attaching to the Class B Preferred Shares, as a class, shall be as follows:

1. Issuance in Series

- 1.1 Subject to the filing of Articles of Amendment in accordance with the Business Corporations Act (Alberta) (the "Act"), the Board of Directors may at any time and from time to time issue the Class B Preferred Shares in one or more series, each series to consist of such number of shares as may, before the issuance thereof, be determined by the Board of Directors

- 1.2 Subject to the filing of Articles of Amendment in accordance with the Act, the Board of Directors may from time to time fix, before issuance, the designation, rights, privileges, restrictions and conditions attaching to each series of Class B Preferred Shares including, without limiting the generality of the foregoing, the amount, if any, specified as being payable preferentially to such series on a Distribution; the extent, if any, of further participation on a Distribution; voting rights, if any; and dividend rights (including whether such dividends be preferential, or cumulative or noncumulative), if any.

2. Liquidation

- 2.1 In the event of the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, or any other distribution of its assets among its shareholders for the purpose of winding-up its affairs (such event referred to herein as a "Distribution"), holders of each series of Class B Preferred Shares shall be entitled, subject to the preference accorded to holders of Class A Preferred Shares but in priority to holders of Class A Subordinate Voting Shares, Class B Multiple Voting Shares and any other shares of the Corporation ranking junior to the Class B Preferred Shares from time to time with respect to payment on a Distribution, to be paid rateably with holders of each other series of Class B Preferred Shares the amount, if any, specified as being payable preferentially to the holders of such series on a Distribution.

3. Dividends

- 3.1 The holders of each series of Class B Preferred Shares shall be entitled, subject to the preferences accorded to the holders of Class A Preferred Shares but in priority to holders of Class A Subordinate Voting Shares, Class B Multiple Voting Shares and any other shares of the Corporation ranking junior to the Class B Preferred Shares from time to time with respect to the payment of dividends, to be paid rateably with holders of each other series of Class B Preferred Shares, the amount of accumulated dividends, if any, specified as being payable preferentially to the holders of such series.