

Exhibit P-5

Second Special Supplemental Indenture to the Bond 6 Indenture
dated November 30, 2007

THIS SECOND SPECIAL SUPPLEMENTAL INDENTURE TO THE FOURTH SUPPLEMENT made as of the 30th day of November, 2007

BETWEEN:

HOMBURG SHARECO INC.,
a company incorporated under the laws of the Province of Nova Scotia, (hereinafter referred to as the "Corporation")

-and-

STICHTING HOMBURG MORTGAGE BOND,
a foundation incorporated under the laws of the Netherlands, (hereinafter referred to as the "Trustee")

WHEREAS the Corporation and the Trustee entered into a Trust Indenture made as of the 15th day of December 2002 (the "Principal Indenture") in respect of the issue and securing of bonds issued by the Corporation, which Trust Indenture has been amended and supplemented by the First Supplemental Indenture dated of 25 April 2003, the Second Supplemental Indenture dated as of 30 November 2004, the Third Supplemental Indenture dated as of 31 December 2004, a Special Supplemental Indenture dated as of 27 June 2005, the Fourth Supplemental Indenture dated as of 1 July 2005 (the "Fourth Supplement") and the Fifth Supplemental Indenture dated as of 1 July 2005 (hereinafter collectively referred to as the "Trust Indenture");

AND WHEREAS the Guarantee Agreement made by Homburg Invest Inc. ("HII") in favour of the Trustee in respect of the obligations of the Corporation under the Series 6 Bonds is in the opinion of the Trustee the primary security held by the Trustee to secure the payment of the Series 6 Bonds by the Corporation;

AND WHEREAS, pursuant to the provisions of the Fourth Supplement, the Trustee was to obtain a guarantee and a collateral mortgage (the "Collateral Mortgage") in the principal amount of that amount of Canadian Dollars which is equivalent to Euros 31,230,000 from Homco Realty Fund (61) Limited Partnership (the "Limited Partnership") charging lands and premises known as Homburg Harris Centre located in Calgary, Alberta, or such other property of similar value as may be purchased by the Limited Partnership (the "Homco 61 Property");

AND WHEREAS the Corporation and the Trustee amended the provisions of the Fourth Supplement by indenture dated August 2005 (herein the "First Special Supplemental Indenture to the Fourth Supplement") pursuant to Article 19.1(g) of the Principal Indenture to permit the temporary replacement of the Collateral Mortgage with the collateral security represented by a security agreement (the "First Pledge Agreement") executed by HII in favour of the Trustee

pledging and granting a security interest in all of the limited partnership units owned by HII in Homco Realty Fund (71) Limited Partnership, Homco Realty Fund (72) Limited Partnership, Homco Realty Fund (73) Limited Partnership, Homco Realty Fund (74) Limited Partnership, Homco Realty Fund (75) Limited Partnership, and Homco Realty Fund (76) Limited Partnership (hereinafter collectively the "Original Homcos"), to enable the disbursement by the Trustee to the Corporation of the proceeds of the Series 6 Bonds pending acquisition of the Homco 61 Property;

AND WHEREAS the Homco 61 Property was acquired and has subsequently been resold by the Limited Partnership and the proceeds of that sale are held in trust by the Limited Partnership for the benefit of the Trustee (the "Sale Proceeds") pursuant to the security of the Fourth Supplement;

AND WHEREAS the Corporation wishes to lend the Sale Proceeds to HII, and HII wishes to use the Sale Proceeds for acquisition of other investment property and for its day to day operations;

AND WHEREAS the Corporation in order to accommodate a possible loan to HII wishes, on a temporary basis, to replace the collateral security of the Collateral Mortgage and First Pledge Agreement with collateral security represented by a security agreement (the "Second Pledge Agreement") executed by HII in favour of the Trustee pledging and granting a security interest in all of the limited partnership units owned by HII in the Original Homcos together with Homco Realty Fund (84) Limited Partnership, Homco Realty Fund (85) Limited Partnership, Homco Realty Fund (98) Limited Partnership, and Homco Realty Fund (120) Limited Partnership (hereinafter collectively the "Homcos") which units are more particularly described in Schedule "A" hereto, to enable the disbursement by the Trustee to the Corporation of the Sale Proceeds pending a meeting of bondholders to amend the Fourth Supplement to substitute the Collateral Mortgage with alternate real property security;

AND WHEREAS, in the opinion of the Trustee, the value of the limited partnership units in the Homcos is approximately One Hundred Thirty-Four Million Canadian Dollars (CDN \$134,000,000);

AND WHEREAS the Corporation deems it advisable to amend the provisions of the Fourth Supplement as amended by the First Special Supplemental Indenture to the Fourth Supplement on the terms set out in this indenture (herein, the "Second Special Supplemental Indenture to the Fourth Supplement") and the Trustee is of the opinion that the within amendment does not materially or adversely affect the interest of the holders of the Series 6 Bonds;

AND WHEREAS the Corporation and Trustee, pursuant to Article 19.1(g) of the Principal Indenture, have agreed to enter into this Second Supplemental Indenture to the Fourth Supplement, to further amend the Fourth Supplement to permit the continued temporary replacement of the Collateral Mortgage with the Second Pledge Agreement as substituted collateral security for the

Series 6 Bonds and HII has joined in this indenture to affirm its guarantee of the obligations of the Corporation to the Trustee;

NOW THEREFORE this Indenture witnesses, in consideration of the premises and for other good and valuable consideration, the parties hereto, pursuant to Article 19.1(g) of the Principal Indenture, agree as follows:

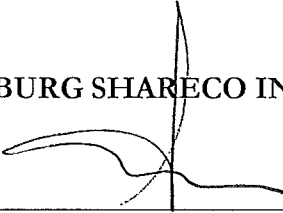
1. In this Second Special Supplemental Indenture to the Fourth Supplement, capitalized terms have the same meaning as set out in the Fourth Supplement except where such capitalized terms are defined herein.
2. As a temporary alternative to the collateral security to be provided by the Collateral Mortgage, and in lieu of the Collateral Mortgage, the Trustee may in its absolute discretion, and without the requirement to obtain the consent of the holders of any of the Bonds (including, without limitation, the holders of the Series 6 Bonds), accept the Second Pledge Agreement made by HII in favour of the Trustee collateral to the Guarantee Agreement, in respect of which Pledge Agreement appropriate registrations shall be made under the Nova Scotia and Alberta *Personal Property Security Acts* ("PPSA").
3. The Pledge Agreement and Second Pledge Agreement and all registrations made under the PPSA in respect thereof shall be discharged as soon as the holders of the Series 6 Bonds have approved an amendment to the Fourth Supplement to replace the Collateral Mortgage with alternate real property security as contemplated by the Trust Indenture and such alternate real property security has been validly executed, delivered and registered in all appropriate registries provided by law, such alternate real property security to be in place by not later than March 31, 2008.
4. In all other respects the Trust Indenture shall remain in full force and effect unamended.

This Special Supplemental Indenture to the Fourth Supplement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date hereinbefore written.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF the parties hereto have duly executed these presents by the hands of their proper officers on their behalf.

HOMBURG SHARECO INC.

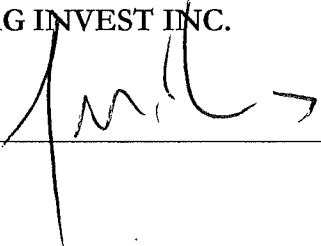
Per: 
Name:
Title:

STICHTING HOMBURG MORTGAGE BOND

Per: _____
Name:
Title:

The undersigned guarantor hereby acknowledges and consents to the foregoing Second Supplemental Indenture to the Fourth Supplement in respect of the Series 6 Bonds and acknowledges and confirms that its guarantee given by Guarantee Agreement dated as of July 5, 2005 continues in full force and effect unamended.

HOMBURG INVEST INC.

Per: 
Name:
Title:

IN WITNESS WHEREOF the parties hereto have duly executed these presents by the hands of their proper officers on their behalf.

HOMBURG SHARECO INC.

Per: _____
Name:
Title:

STICHTING HOMBURG MORTGAGE BOND

L.J.M. LEE
Per: Managing Director
Name: _____
Title:

The undersigned guarantor hereby acknowledges and consents to the foregoing Second Supplemental Indenture to the Fourth Supplement in respect of the Series 6 Bonds and acknowledges and confirms that its guarantee given by Guarantee Agreement dated as of July 5, 2005 continues in full force and effect unamended.

HOMBURG INVEST INC.

Per: _____
Name:
Title:

Schedule "A"

All of the limited partnership units owned by Homburg Invest Inc. in Homco Realty Fund (71) Limited Partnership, Homco Realty Fund (72) Limited Partnership, Homco Realty Fund (73) Limited Partnership, Homco Realty Fund (74) Limited Partnership, Homco Realty Fund (75) Limited Partnership, and Homco Realty Fund (76) Limited Partnership, Homco Realty Fund (84) Limited Partnership, Homco Realty Fund (85) Limited Partnership, Homco Realty Fund (98) Limited Partnership, and Homco Realty Fund (120) Limited Partnership which limited partnership units are more particularly described as follows:

| Limited Partnership | # of Units | Certificate # |
|---|--------------------|---------------|
| Homco Realty Fund (71) Limited Partnership | 635.950 Class "A" | A-01 |
| Homco Realty Fund (72) Limited Partnership | 134.3 Class "A" | A-01 |
| Homco Realty Fund (73) Limited Partnership | 451.09 Class "A" | A-01 |
| Homco Realty Fund (74) Limited Partnership | 1,057.81 Class "A" | A-01 |
| Homco Realty Fund (75) Limited Partnership | 507.97 Class "A" | A-01 |
| Homco Realty Fund (76) Limited Partnership | 1,106 Class "A" | A-01 |
| Homco Realty Fund (84) Limited Partnership | 1 Class "A" | A-01 |
| Homco Realty Fund (85) Limited Partnership | 1 Class "A" | A-01 |
| Homco Realty Fund (98) Limited Partnership | 823 Class "A" | A-01 |
| Homco Realty Fund (120) Limited Partnership | 1 Class "A" | A-01 |