

Exhibit P-6

Restated Support Agreement dated April 26, 2013

## RESTATED SUPPORT AGREEMENT

**THIS AGREEMENT** is made as of the 26<sup>th</sup> day of April 2013.

**AMONG:**

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

- and -

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

- and -

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

- and -

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

**WHEREAS:**

- A.** Homburg Invest Inc. ("**HII**"), together with Homburg Shareco Inc. ("**Shareco**"), Churchill Estates Development Ltd., Inverness Estates Development Ltd., CP Development Ltd. and North Calgary Land Ltd. and Homburg Management (Canada) Inc. (collectively the "**Petitioners**") are insolvent.
- B.** The Petitioners, excluding North Calgary Land Ltd. and Homburg Management Canada Inc. obtained protection under the Companies' Creditors Arrangement Act, R.S.C. c. C-36, as amended (the "**CCAA**") by an Order of the Superior Court of Quebec (Commercial Division) (the "**Court**") on September 9, 2011 (as same has been amended pursuant to further orders of the Court and as may be further amended, restated or varied from time to time, the "**Initial Order**").
- C.** The Initial Order declared that, although not a Petitioner, each of mis-en-cause Homco Realty Fund (52) Limited Partnership, Homco Realty Fund (88) Limited Partnership, Homco Realty Fund (89) Limited Partnership, Homco Realty Fund (92) Limited Partnership, Homco Realty Fund (94) Limited Partnership, Homco Realty Fund (105) Limited Partnership, Homco Realty Fund (121) Limited Partnership, Homco Realty Fund (122) Limited Partnership, Homco Realty Fund (142) Limited Partnership and Homco Realty Fund (199) Limited Partnership are entitled to the protections and authorizations provided by the Initial Order (such partnerships collectively referred to in the Initial Order as the "**Applicant Partnerships**");

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

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

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

**1. Interpretation**

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

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

## 2. **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Trustee”** means Stichting Homburg Bonds; and

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

### 3. **The Catalyst Investment**

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

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

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

#### 4. **Catalyst Deposit and Additional Payment**

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

#### 5. **Catalyst Confidentiality Agreement**

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

#### 6. **Governance of Newco**

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

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

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

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

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

## 7. **Conditions Precedent to Catalyst Investment**

### (a) **Mutual Conditions Precedent**

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

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

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

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

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

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

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

(c) Conditions Precedent For Benefit of HII, Shareco and Homco 61 LP

The obligation of HII, Shareco and Homco 61 LP to implement the Catalyst Investment shall be subject to the satisfaction of the following conditions precedent which shall be solely to the benefit of HII, Shareco and Homco 61 LP and may only be waived by HII, Shareco and Homco 61 LP in whole or in part (the “**HII Conditions Precedent**”):

- (i) Catalyst shall be in compliance with the terms of the Catalyst Confidentiality Agreement; and
- (ii) No later than ten (10) days following execution of this Agreement, Catalyst shall have provided to HII, Shareco and the Monitor the name of the Catalyst Nominee for the Liquidation Advisory Committee.

**8. Representations and Warranties**

(a) Representations and Warranties of HII, Shareco and Homco 61 LP

Each of HII, Shareco and Homco 61 LP represents and warrants to Catalyst as follows:

- (i) That each of them is duly incorporated or formed and is validly subsisting under the laws of its jurisdiction of incorporation or formation;
- (ii) The execution, delivery and performance by each of them of this Agreement and any other definitive documents entered into in connection herewith and the completion of the transactions described herein and therein:
  - (A) are within its respective corporate, limited partnership, or similar power, as applicable;
  - (B) have been duly authorized by all necessary corporate, limited partnership, or similar action as applicable including all necessary

consents of the holders of its shares, limited partnership interests or similar interests, where required;

- (C) do not contravene, conflict with, breach or create a state of facts which, after notice or lapse of time or both, would constitute a breach under its respective certificate of incorporation, bylaws or Limited Partnership Agreement or other constating documents, or violate any judgment, order, notice, decree, statute, law, ordinance, rule or regulation applicable to it or any of its properties or assets;
- (D) do not require the consent of, authorization by, approval of, or notification to any Governmental Authority other than the AFM and the Court in the CCAA Proceedings or as otherwise expressly provided under the Plan;

- (iii) Subject to the Initial Order, the making of the HII/Shareco Meeting Order and the Homco 61 Meeting Order, this Agreement constitutes a valid and binding obligation of each of them enforceable in accordance with its terms.

HII, Shareco and Homco 61 LP acknowledge that Catalyst is relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the Catalyst Transaction.

(b) Representations and Warranties of Catalyst

Catalyst represents and warrants to HII, Shareco and Homco 61 LP as follows:

- (i) It has relied solely upon its own independent review, investigation and or inspection of any documents and or liabilities to be assumed in making the Catalyst Investment;
- (ii) It did not rely on any written or oral statements, representations, promises, warranties or guarantees whatsoever, whether express or implied, by operation of law or otherwise, regarding the Business or Assets of the HII Group Entities or the completeness of any information provided in connection therewith, whether made by the HII Group Entities or the Monitor or their representatives, and waives any and all claims of any kind or nature whatsoever against the HII Group Entities or the Monitor in connection with the accuracy and completeness of any information provided (including in connection with the Investment Proposal Process) and expressly waives its right to commence any action, proceeding or claim against the HII Group Entities or the Monitor which in any way relate to the accuracy and completeness of any information provided;
- (iii) It is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Agreement on behalf of the funds managed by it and to perform its obligations hereunder and to

enter into any definitive documents that may be entered into in connection with the Catalyst Investment;

- (iv) It has the capacity to direct, and will direct, the funds managed by it to perform the obligations hereunder and to enter into any definitive documents that may be entered into in connection with the Catalyst Investment;
- (v) All funds for which Catalyst is acting are validly subsisting limited partnerships and have all requisite legal and corporate power and authority to perform their obligations hereunder and to enter into any definitive documents that may be entered into in connection with the Catalyst Investment;
- (vi) The execution and delivery of this Agreement and the completion of the Catalyst Investment will not result in any material breach of, or be in conflict with or constitute a material default under or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, bylaws or resolutions of Catalyst;
- (vii) The execution, delivery and performance of this Agreement and the completion of the Catalyst Investment have been authorized by all necessary corporate action on the part of Catalyst; and
- (viii) This Agreement once executed will constitute legal, valid and binding obligations of Catalyst (acting on behalf of funds managed by it) enforceable against each of them in accordance with its terms and conditions.

Catalyst acknowledges that HII, Shareco and Homco 61 LP are relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the Catalyst Investment.

## 9. Covenants

### (a) Covenants of HII, Shareco and Homco 61 LP

HII, Shareco and Homco 61 LP covenant as follows:

- (i) To the extent requested by Catalyst, to issue a press release, in form and substance satisfactory to Catalyst, HII, Shareco, Homco 61 LP, acting reasonably and the Monitor, announcing the granting of the motions for the scheduling of the HII/Shareco Creditors' Meeting and the Homco 61 Creditors' Meeting and the inclusion of the Catalyst Investment in the Plan.
- (ii) To (A) cooperate with Catalyst and to pursue, support and use commercially reasonable efforts to complete in good faith the

implementation of the Catalyst Investment and the Plan and the Homco 61 Plan in accordance with the timeline set out herein, including recommending to the Affected Creditors that they vote to approve the Plan and recommending to the Homco 61 Affected Creditors that they vote to approve the Homco 61 Plan, and (B) to do all things that are reasonably necessary and appropriate in furtherance of and to consummate and make effective the Catalyst Investment and the Reorganization Transaction under the Plan and the Homco 61 Plan, including without limitation using commercially reasonable efforts to satisfy those Conditions Precedent applying to HII, Shareco and Homco 61 LP in this Agreement, and under the Plan and the Homco 61 Plan;

- (iii) To cooperate with Catalyst and to pursue in good faith the implementation of the Plan and the Homco 61 Plan in accordance with the timeline to be agreed by the Parties;
- (iv) To do all such things and take such actions within the control of HII, Shareco and Homco 61 LP as may be commercially reasonable to carry out the purposes and intent of this Agreement;
- (v) To provide Catalyst with draft copies of all motions or applications to Court and other documents to be filed by HII, Shareco or Homco 61 LP with the Court (including without limitation, draft Orders) in connection with the Plan or the Homco 61 Plan and/or the Agreement, at least two (2) Business Days prior to such documents being filed with the Court and such documents shall be satisfactory to Catalyst acting reasonably;
- (vi) Other than for the existing sale processes for the Non-Core Business Assets, and any discussions with third party Non-Core Business Entity Creditors relating thereto, to (A) immediately terminate any existing solicitations, negotiations or discussions (whether directly or through the Monitor or its advisors, agent or otherwise) under the Investment Proposal Process or otherwise with any Person regarding a potential Investment Proposal; and (B) not solicit or initiate, directly or indirectly, or encourage submission of, inquiries, proposals, or offers from any potential buyer or investor relating to the disposition of the Business, assets or shares of HII, Shareco or Homco 61 LP;
- (vii) Other than in connection with the currently ongoing sale processes for the Non-Core Business Assets and any discussions with third party Non-Core Business Entity Creditors relating to the sale of such Non-Core Business Assets, HII, Shareco and Homco 61 LP shall not participate in any discussions or negotiations with, or furnish to any Person other than Catalyst, any information with respect to the disposition of the Business, Assets or shares of HII, Shareco or Homco 61 LP or any part thereof, except as they may be required to do under Applicable Laws;
- (viii) Other than in respect of their support of the Plan pursuant to this Agreement, or as may otherwise be required pursuant to any Order of the

Court or Applicable Laws, none of the HII Group Entities or any of their affiliates will, without the prior written authorization of Catalyst, acting reasonably, directly, indirectly, or jointly or in concert with any other Person: (i) solicit proxies from the shareholders of the HII Group Entities (or shareholders, noteholders or bondholders of any of their affiliates) or otherwise attempt to influence the conduct of the shareholders of the HII Group Entities or the voting of any of the HII Group Entities' or any of their affiliates' securities (including, without limitation, shares, notes or bonds); (ii) form, join or in any way participate in any group acting jointly or in concert with respect to the foregoing; (iii) make any public announcement, or take any action which could require the HII Group Entities or Catalyst to make any public announcement, with respect to any of the foregoing; or (iv) disclose any intention, plan or arrangement, or take any action inconsistent with the foregoing. Notwithstanding the foregoing, the HII Group Entities and any of their affiliates may enter into or engage in any discussions or negotiations in order to finalize a Superior Offer with any Person which has provided the HII Group Entities with an unsolicited Superior Offer, but a Superior Offer cannot be accepted without HII, Shareco and Homco 61 LP exercising their termination right hereunder in respect thereof at the time the Superior Offer is accepted;

- (ix) HII, Shareco and Homco 61 LP shall not enter into any transaction outside of the ordinary course of business except (A) as authorized under the Initial Order, (B) as contemplated under the Plan, (C) as required to preserve and maintain the value of the Core Business Assets and the Non-Core Business Assets, (D) as otherwise authorized by the Court, or (E) as otherwise agreed to by Catalyst, acting reasonably;
- (x) HII, Shareco and Homco 61 LP shall operate its business in the ordinary course of business in accordance with the Initial Order and all other Orders made in the CCAA Proceedings, in order to preserve and maintain the value of the Core Business Assets and the Non-Core Business Assets prior to implementation of the Plan; and
- (xi) Newco shall, and HII, Shareco and Homco 61 LP shall cause Newco to, use commercially reasonable efforts to make an application for exemptive relief, as soon as practicable, under National Policy 11-203 – *Process for Exemptive Relief Applications in Multiple Jurisdictions*, to no longer be a reporting issuer in any jurisdiction in Canada;

(b) Covenants of Catalyst

Catalyst covenants as follows:

- (i) To vote (or cause to be voted) all of its Catalyst Affected Claims in all votes and in each to vote (A) in favour of the approval, consent, ratification and adoption of the Plan and the Homco 61 Plan (and as same may be amended) and any actions required in furtherance thereof; (B) against any action that would result in any breach of any representation,

warranty, covenant, or agreement or other obligation of Catalyst under this Agreement or the Plan; and (C) against any Competing Transaction;

- (ii) Support the application by HII and Shareco for the HII/Shareco Meeting Order, and the application by Homco 61 LP of the Homco 61 Meeting Order;
- (iii) Support the approval of the Plan and the Homco 61 Plan as promptly as practicable by the Court in accordance with the timeline as agreed to by the Parties;
- (iv) To (i) pursue, support and use commercially reasonable effort to complete the Catalyst Investment and the Plan in good faith; and (ii) to do all things that are reasonably necessary and appropriate in furtherance of and to consummate and make effective the Catalyst Investment and the Reorganization Transaction under the Plan, including without limitation using commercially reasonable efforts to satisfy the Conditions Precedent relating to Catalyst set forth in this Agreement, and under the Plan, and perform its obligations under the Catalyst Confidentiality Agreement;
- (v) Execute any and all documents and perform any and all commercially reasonable acts required by this Agreement to satisfy its obligations hereunder, including any consent, approval, amendment or waiver requested by HII and Shareco acting reasonably;
- (vi) to make or assist HII and Shareco to make any necessary notifications to Governmental Authorities and use commercially reasonable efforts to assist HII and Shareco to obtain any required approvals of any Governmental Authorities required in connection with the Plan;
- (vii) Not take (or omit to take) any action, directly or indirectly, that is materially inconsistent with or is intended or likely to interfere with the consideration, acceptance, implementation or consummation of the Reorganization Transaction contemplated under the Plan (including the Catalyst Investment);
- (viii) Not, on or after the date of this Agreement, withdraw, modify, or qualify, or propose to withdraw, modify, or qualify, in any manner adverse to HII, Shareco and Homco 61 LP, its approval, recommendation or support for the Plan; and
- (ix) Not sell, assign or transfer, pledge or hypothecate its Catalyst Affected Claims between the date of this Agreement and the Effective Time.

## 10. Amendment

- (a) This Agreement may, at any time and from time to time not later than the Plan Implementation Date, be amended by mutual written agreement of the Parties,

subject to the approval of the Monitor and in the case of a material amendment, the approval of the Trustee, acting reasonably.

- (b) No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

## 11. Termination

This Agreement may:

- (a) be terminated by the mutual written agreement of the Parties;
- (b) be terminated by HII in its sole discretion by notice to Catalyst in writing upon failure by Catalyst to make the Catalyst Additional Payment by the deadline set out in paragraph 4(iii);
- (c) be terminated by Catalyst upon delivery to HII, Shareco, Homco 61 LP and the Monitor of a written notice by Catalyst in the exercise of its sole discretion, if HII, Shareco or Homco 61 LP has breached a material term, condition or covenant of this Agreement or fails to complete any material aspect of the Catalyst Investment, or if any one of their Representations or Warranties herein shall prove untrue in any material respect as of the date when made, following written notice and reasonable opportunity to cure;
- (d) be terminated by HII, Shareco, Homco 61 LP or Catalyst if the Court or any Governmental Authority shall have issued a Final Order, judgement or decree, or taken any other action having the effect of permanently enjoining, restraining or otherwise prohibiting the Catalyst Investment, the Plan or the Homco 61 Plan;
- (e) be terminated if it has been determined that any of the conditions of this Agreement cannot be fulfilled, and a written notice thereof is given by one of the Parties to the other Parties invoking the termination of this Agreement, except that such notice may not be given by Catalyst with respect to the non-fulfillment of any condition attributable to it and such notice may not be given by HII, Shareco or Homco 61 LP with respect to the non-fulfillment of any condition attributable to HII, Shareco or Homco 61 LP;
- (f) be terminated by Catalyst if the Plan is not approved at the HII/Shareco Creditors' Meeting or is not sanctioned by the Court;
- (g) be terminated by HII, Shareco and Homco 61 LP, if a Superior Offer is accepted by HII, Shareco and Homco 61 LP; or
- (h) be terminated by HII, Shareco and Homco 61 LP upon delivery of written notice to Catalyst with a copy to the Monitor in the exercise of its sole discretion if Catalyst has breached any material term of this Agreement or fails

to complete any material aspect of the Catalyst Investment, following written notice and reasonable opportunity to cure;

Upon termination of this Agreement as provided for above, the Agreement shall be of no further force or effect and no Party shall have any further liability hereunder except as expressly provided in the following sentence. In the event of a termination of the Agreement solely pursuant to paragraph 11(g), the HII Group Entities shall promptly pay to Catalyst a break fee of an amount equal to €2,137,500 (the “**Catalyst Break Fee**”) in full and final payment of any damages it may claim resulting from such termination, which shall constitute Catalyst’s sole and exclusive remedy for termination hereunder. Promptly after termination, the Catalyst Deposit (but for greater certainty not the Catalyst Additional Payment) shall be returned to Catalyst by the Monitor without any offset or counterclaim of any nature whatsoever within two (2) Business Days following termination of this Agreement not resulting from a breach or default of Catalyst.

12. **Public Disclosure**

Subject to paragraph 9(a)(i), no press release or other public disclosure concerning the Catalyst Investment shall be made by either party without the prior consent of the other, such consent not to be unreasonably withheld, except as, and only to the extent that the disclosure is required by Applicable Law or any stock exchange rules on which HII’s securities are traded or by any other Governmental Authority having jurisdiction over any of the Parties, or by the Court. Provided however that the disclosing party shall provide to the other party a copy of any proposed disclosure in advance of any release and an opportunity to consult with the disclosing party regarding the contents of the proposed disclosure in advance of any release and to provide comments thereon.

13. **Mutual Release**

HII, Shareco, Homco 61 LP, Catalyst and the Trustee agree that each of them shall be released and discharged from any claim, action, causes of action, counterclaims, suits, damages or orders arising from or relating to or in connection with the termination by HII, Shareco and Homco 61 LP of the Original Catalyst Support Agreement.

14. **Further Assurances**

Each Party shall do such other things in its control, take all such actions as are commercially reasonable, deliver to the other Parties such further information and documents and execute and deliver to the other Parties such further instruments and agreements as another Party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other Party the benefits of this Agreement.

15. **Expenses**

Each of the Parties shall bear their own expenses, including legal and financial advisory fees and costs, in connection with this Agreement, the Catalyst Investment and the Plan and the Homco 61 LP Plan and related documentation.

16. **Schedules**

The following Schedules attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it:

Schedule "A" HII/Shareco Plan

Schedule "B" Homco 61 Plan

Schedule "C" HII/Shareco Meeting Order

Schedule "D" Homco 61 Meeting Order

Schedule "E" Newco Articles

17. **Miscellaneous Provisions**

- (a) This Agreement shall be governed by and interpreted in accordance with the laws of Quebec and any federal laws of Canada applicable therein.
- (b) The Parties acknowledge that they have required that this Agreement and all related documents be prepared in English. *Les Parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*
- (c) Once approved by the Court, this Agreement and the Schedules thereto shall constitute the entire agreement and supersede all prior agreements and understandings both oral and written, among the Parties with respect to the subject matter herein, including the Catalyst Final Offer and the Catalyst Term Sheet and the Original Catalyst Support Agreement.
- (d) Any date, time or period referred to in this Agreement shall be of the essence, except to the extent to which the Parties agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- (e) All notices and communications which may be or are required to be given pursuant to any terms of this Agreement shall be given or made in writing and shall be deemed to be validly given if served personally or by facsimile transmission, in each case addressed to the particular Party as follows:

If to HII, Shareco or Homco 61 LP:

Homburg Invest Inc.  
32 Akerley Boulevard

Dartmouth, Nova Scotia B3B 1N1

Attention: Mr. Jan Schöningh, President and CEO

Fax: (902) 469-6776

Email: jschonigh@hinvest.ca

With a required copy by email or fax to:

Osler Hoskin & Harcourt LLP

1000 De La Gauchetière Street West,

Suite 2100,

Montreal, Quebec H3B 4W5

Attention: Mr. Vitale Santoro/Ms Sandra Abitan

Fax: (514) 904-8101

Email: vsantoro@osler.com/sabitan@osler.com

With a required copy to the Monitor:

Samson Bélair/Deloitte & Touche Inc.

1 Place Ville Marie

Suite 3000

Montréal, Quebec H3B 4T9

Attention: Mr. Pierre Laporte

Fax: (514) 390-4103

Email: pilaporte@deloitte.ca

With a required copy by email or fax to:

McCarthy Tétrault

1000 De La Gauchetière Street West,

Suite 2500

Montréal, Quebec H3B 0A2

Attention: Mr. Mason Poplaw

Fax: (514) 875-6246

Email: mpoplaw@mccarthy.ca

If to Catalyst, to:

The Catalyst Capital Group Inc.

77 King Street West

Royal Trust Tower

TD Bank Centre

Suite 4320

PO Box 212

Toronto, ON M5K 1J3

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

With a required copy to:

McMillan LLP  
1000 Sherbrooke Street West  
Suite 2700  
Montreal, Quebec H3A 3G4  
Toronto ON M5J 2T3

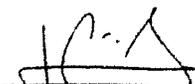
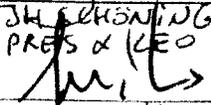
Attention: Mr. Max Mendelsohn  
Fax: (514) 987-1213  
Email: max.mendelsohn@mcmillan.ca

Any such communication shall be deemed to have been validly and effectively given (i) if personally delivered or if delivered by courier, on the date of such delivery if such date is a Business Day and such delivery was made prior to 4:00 p.m. (Montreal time) and otherwise on the next Business Day, or (ii) if transmitted by facsimile or electronic mail on the Business Day following the date of transmission. Any party may change its address for service from time to time on notice given in accordance with the foregoing and any subsequent notice shall be sent to such party at its changed address.

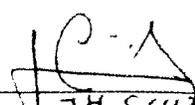
- (f) This Agreement may be executed in any number of counterparts and the counterparts may be executed and delivered by electronic means. All such counterparts taken together shall be deemed to constitute one and the same instrument.

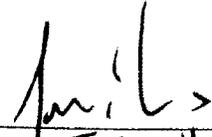
This Agreement has been agreed and accepted as of this 26th day of April, 2013.

Homburg Invest Inc.

By:   
Name: JH SCHÖNWINGSH  
Title: PRES & CEO  
By:   
Name: SF Miles  
Title: VP & CFO

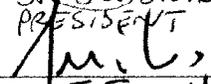
Homburg Shareco Inc.

By:   
Name: JH SCHÖNWINGSH  
Title: PRESIDENT

By:   
Name: SF Miles  
Title: VP & CFO

Homeco Realty Fund (61) Limited Partnership  
by its general partner HHI (61) GP Inc.

By:   
Name: J.M. SCAMMINGH  
Title: PRESIDENT

By:   
Name: S.F. Miles  
Title: VP & CFO

The Catalyst Capital Group Inc., on behalf of  
Catalyst Fund Limited Partnership III and  
Catalyst Fund Limited Partnership IV

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

The undersigned hereby intervenes to this Agreement as of this 26th day of April, 2013  
solely for the purpose of accepting the benefit of the stipulations made in its favour in  
paragraphs 6(a), 10 and 13.

Stichting Homburg Bonds

By: \_\_\_\_\_  
Name:  
Title:

Homco Realty Fund (61) Limited Partnership  
by its general partner HII (61) GP Inc.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

The Catalyst Capital Group Inc., on behalf of  
Catalyst Fund Limited Partnership III and  
Catalyst Fund Limited Partnership IV

By: \_\_\_\_\_  
Name: Gabriel de Alba  
Title: Managing Director and Partner

By: \_\_\_\_\_  
Name: Newton Glassman  
Title: Managing Partner

The undersigned hereby intervenes to this Agreement as of this 26th day of April, 2013 solely for the purpose of accepting the benefit of the stipulations made in its favour in paragraphs 6(a), 10 and 13.

Stichting Homberg Bonds

By: \_\_\_\_\_  
Name:  
Title: