

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

No.: 500-11-041305-117

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)

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

Homco Realty Fund (61) Limited Partnership
Petitioner

-and-

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

Debtors

-and-

Homco Realty Fund (52) Limited Partnership
Homco Realty Fund (88) Limited Partnership
Homco Realty Fund (89) Limited Partnership
Homco Realty Fund (92) Limited Partnership
Homco Realty Fund (94) Limited Partnership
Homco Realty Fund (96) Limited Partnership
Homco Realty Fund (105) Limited Partnership
Homco Realty Fund (121) Limited Partnership
Homco Realty Fund (122) Limited Partnership
Homco Realty Fund (142) Limited Partnership
Homco Realty Fund (190) Limited Partnership
Homco Realty Fund (191) Limited Partnership
Homco Realty Fund (199) Limited Partnership
Castello Development Ltd.

Mises-en-cause

-and-

Samson Bélair/Deloitte & Touche Inc.

Monitor

**MOTION FOR AN ORDER FOR THE CONVENING, HOLDING
AND CONDUCT OF A CREDITORS' MEETING IN RESPECT OF HOMCO REALTY
FUND (61) LIMITED PARTNERSHIP AND OTHER RELIEF**
(Sections 4, 5, 9, 10 and 11 of the *Companies' Creditors
Arrangement Act*, R.S.C., 1985, c. C-36)

**TO THE HONOURABLE JUSTICE LOUIS J. GOUIN OR TO ONE OF THE
HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN COMMERCIAL
DIVISION IN AND FOR THE JUDICIAL DISTRICT OF MONTRÉAL, THE
PETITIONER RESPECTFULLY SUBMITS AS FOLLOWS:**

I. INTRODUCTION

1. On September 9, 2011, the Honourable Louis J. Gouin, J.S.C. issued an order (as amended, restated or varied from time to time, the “**Initial Order**”) pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) in respect of Homburg Invest Inc. (“**HII**”), Homburg Shareco Inc. (“**Shareco**”), Churchill Estates Development Ltd., Inverness Estates Development Ltd. and CP Development Ltd. (together with HII and Shareco, the “**Petitioners**”) as appears from the Court record;
2. A detailed description of the circumstances of the Petitioners and the reasons for requesting the Initial Order are set out in the Amended Motion for an Initial Order pursuant to Sections 4, 5, 11 and following of the CCAA dated September 9, 2011;
3. Pursuant to the Initial Order, Samson Bélair/Deloitte & Touche Inc. (the “**Monitor**”) was appointed as Monitor of the Petitioners and a stay of proceedings (the “**Stay of Proceedings**”) was issued from the date of the Initial Order until October 7, 2011;
4. On October 7, 2011, this Honourable Court issued an order (the “**First Extension Order**”) extending the Stay of Proceedings. The Court has since further extended the Stay of Proceedings, most recently until April 26, 2013, as appears from the Court record;
5. As appears from the Initial Order and the First Extension Order, the Stay of Proceedings was extended in favour of the following limited partnerships: 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 (each, an “**Applicant Partnership**”, and together with the Petitioners, the “**HII Group Entities**”);
6. On April 30, 2012, the Honourable Louis J. Gouin, J.S.C. issued an order (as amended, the “**Claims Process Order**”) establishing a claims process in this CCAA proceeding;

7. The Initial Order has been amended from time to time, including to add Petitioners and Applicant Partnerships. By Order of the Court made on February 6, 2013, the Initial Order was amended to add Homco Realty Fund (61) Limited Partnership (“**Homco 61 LP**”) as an additional Applicant Partnership. Such Order also amended the Claims Process Order to provide that the claims process be effected for purposes of calling for claims against Homco 61 LP;
8. Pursuant to the Initial Order the Petitioners and the Applicant Partnerships have the authority to file with the Court and to submit to their creditors one or more plans of compromise or arrangement under the CCAA, which plans will provide, among other things, for certain recoveries to their respective stakeholders;
9. 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**”) dated February 5, 2013 (the “**Original HII Plan**”)

II. HOMCO 61 LP PLAN

10. On April 25, 2013 Homco 61 LP filed a Plan of Compromise pursuant to the CCAA dated April 25, 2013 (as such Plan may be amended, restated, modified and/or supplemented from time to time in accordance with its terms, the “**Homco 61 Plan**”) to be presented to its creditors;
11. HII and Shareco have amended and restated the Original HII Plan pursuant to the Joint Amended and Restated Plan of Compromise and Reorganization under the CCAA and the ABCA dated April 25, 2013 and filed on April 25, 2013, to among other things, reflect the Homco 61 Plan (as revised and restated, and as may be further amended in accordance with its terms, the “**Amended and Restated Plan**” together with the Original HII Plan, the “**HII Plan**”);

III. CONSISTENCY WITH HII/SHARECO MEETING ORDER

12. HII and Shareco brought a *Motion for an Order for the convening, holding and conduct of the HII/Shareco Creditors’ Meeting and ancillary relief*, in the Court record, on February 28, 2013, and such motion was adjourned by this Honourable Court *sine die*. HII and Shareco have brought an *Amended motion for an order for the convening, holding and conduct of the HII/Shareco Creditors’ Meeting and ancillary relief* on April 25, 2013 to be heard on April 26, 2013 (the “**HII/Shareco Meeting Order Motion**”);
13. As described in the HII/Shareco Meeting Order Motion, HII, through its financing vehicle Shareco, issued Series 6 bonds to bondholders (the “**Bond 6 Claim Holders**”) under the Fourth Supplemental Indenture dated July 1, 2005 (the “**Bond 6 Indenture**”) to the Trust Indenture dated December 15, 2002 between Shareco and Stichting Homburg Mortgage Bond (the “**Trustee**”). HII on-lent the proceeds of such issuance to its special purpose vehicle Homco 61 LP, in order to finance the construction of Homburg Harris Centre, which in turn was sold, partially completed, in June 2007, to DEGI Homburg

Harris Limited Partnership (“**DEGI**”) with an undertaking of Homco 61 LP to complete the construction;

14. Paragraphs 48 through 82 of the HII/Shareco Meeting Order Motion are incorporated by reference herein. The facts therein demonstrate that there are complex lending, security, and debtor/creditor relationships among HII, Shareco, Homco 61 LP and the Bond 6 Claim Holders and DEGI arising out of or in respect of the construction and sale of the Homburg Harris Centre. The Proofs of Claim filed by or on behalf of these Persons (as same may be amended) in their various different capacities against HII and Homco 61 LP further evidences this complexity;
15. In order to avoid significant delay and the impairment of creditor recoveries in the CCAA Proceedings, the HII Plan and the Homco 61 Plan together provide for the recognition and treatment of certain Claims of HII, Shareco, Homco 61 LP and the holders of Claims against both Homco 61 LP and HII pertaining to the same underlying liability (including Bond 6 Claim Holders) against HII and Shareco, and Homco 61 LP, for voting and distribution purposes as applicable under both Plans. The treatment of such Claims under the HII Plan and the Homco 61 Plan will only occur if the HII Plan and the Homco 61 Plan are implemented, and otherwise will be without prejudice to the rights and entitlements of the parties should this not occur;

IV. HOMCO 61 MEETING PROCESS

16. Paragraph 39 of the Claims Process Order provides that the process for determining the Claims of Mortgage Bondholders (as defined in the Claims Process Order), including for greater certainty the Claims of the Bond 6 Claim Holders, for voting and/or distribution purposes, shall be established by further Order of the Court;
17. Homco 61 LP believes that it would be in the best interests of its stakeholders that this Court finally determine the Claims of the Bond 6 Claim Holders for voting and distribution purposes and set a process for the calling, convocation and conduct of the necessary meetings of creditors to consider and vote on a resolution to approve the Homco 61 Plan, as set out in the Conclusions hereof (the “**Homco 61 Meeting Order**”), and that the Homco 61 Meeting Order be consistent and harmonious with and import by reference certain provisions of the HII/Shareco Meeting Order that determine the voting and distribution Claims of the Bond 6 Claim Holders under the Homco 61 Plan;
18. With respect to the Homco 61 Creditors’ Meeting contemplated under the Homco 61 Meeting Order, as appears from the Court record, the creditors of Homco 61 LP reside primarily in Canada and the Netherlands. For efficiency and expediency, the Homco 61 Creditors’ Meeting to consider and vote on a resolution to approve the Homco 61 Plan is proposed to take place concurrently with the HII/Shareco Creditors’ Meeting (including any adjourned, continued or rescheduled HII/Shareco Creditors’ Meeting) and in the same locations as the HII/Shareco Creditors’ Meeting, simultaneously in Montreal and Utrecht. All Homco 61 Creditors with voting rights will be able to vote at either location of the Homco 61 Creditors’ Meeting but not at both locations. In no event shall the vote on the Homco 61 Resolution (as defined in the Homco 61 Meeting Order) at the Homco

61 Creditors' Meeting be held before the completion of the vote on the Resolution (as defined in the HII/Shareco Meeting Order) at the HII/Shareco Creditors' Meeting;

19. An Information Circular has been completed by HII, Shareco and Homco 61 LP, in consultation with the Monitor and their respective advisors which, *inter alia*, addresses and provides information concerning the Homco 61 Plan. The Homco 61 Meeting Order sought herein contemplates that a copy of the Information Circular will be included in the Homco 61 Meeting Materials (as defined in the Homco 61 Meeting Order) to be provided to Homco 61 Affected Creditors in accordance with the Order sought herein;
20. Accordingly Homco 61 LP, with the consent of the Monitor, respectfully requests, that in accordance with the Conclusions herein, this Honourable Court order that the Claims of the Bond 6 Claim Holders be dealt with as set out in the Conclusions below on the basis that such treatment is fair and reasonable;

V. CONCLUSION

21. The HII Group Entities have acted, and continue to act, in good faith and with due diligence; and
22. The present motion is well founded in fact and law.

WHEREFORE, MAY IT PLEASE THIS HONOURABLE COURT TO:

1. **GRANT** the present Motion (the "**Motion**") for approval of a meeting process for the convening, holding and conduct of a creditors' meeting in respect of Homco 61 LP (as defined herein);

SERVICE

2. **DECLARE** that the present Motion was duly served, that the notices of presentation of the present Motion are sufficient and dispense Homco 61 LP from any additional notice requirements;

DEFINITIONS

3. **ORDER** that the following terms shall have the following meanings ascribed thereto:
 - (a) "**Additional Information**" has the meaning ascribed thereto in paragraph 11 hereof;
 - (b) "**Applicable Law**" means, in respect of any Person, property, transaction, event or other matter, any law, statute, regulation, code, ordinance, principle of common law or equity, municipal by-law, treaty or Order, domestic or foreign, applicable to that Person, property, transaction, event or other matter and all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, and policies, in each case, having the force of law, of any Governmental Authority having or purporting to have authority over that

Person, property, transaction, event or other matter and regarded by such Governmental Authority as requiring compliance;

- (c) **“Asset Realization Cash Pool”** has the meaning ascribed thereto in the HII Plan;
- (d) **“Bond 6 Claim Holders”** means, collectively, the holders of Series 6 bonds issued under the Bond 6 Indenture, and **“Bond 6 Claim Holder”** means any one of them;
- (e) **“Bond 6 Homco 61 Claim”** means the aggregate Homco 61 Proven Claim of the Bond 6 Claim Holders against Homco 61 LP arising under the Homco 61 Guarantee for voting and distribution purposes under the Homco 61 Plan which shall be deemed to be in the amount of CDN\$47,146,111 (being principal plus interest accrued as at the Homco 61 Filing Date);
- (f) **“Bond 6 Indenture”** means the Fourth Supplemental Indenture dated July 1, 2005 to the Trust Indenture dated December 15, 2002, between Shareco and the Trustee, as amended by the Special Supplemental Indenture to the Fourth Supplemental dated August, 2005 between Shareco and the Trustee, and the Second Special Supplemental Indenture to the Fourth Supplemental dated November 30, 2007, between Shareco and the Trustee;
- (g) **“Business Day”** means a day on which banks are open for business in the City of Montréal, Province of Québec, but does not include a Saturday, Sunday or a statutory holiday in the Province of Québec;
- (h) **“Cash”** means cash, certificates of deposits, bank deposits, commercial paper, treasury bills and other cash equivalents including for greater certainty, the Cash component of the HII Homco 61 Distribution paid to Homco 61 LP pursuant to and in accordance with the HII Plan;
- (i) **“Cash Pool”** has the meaning ascribed thereto in the HII Plan;
- (j) **“CCAA”** means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. 36, as amended;
- (k) **“CCAA Charges”** has the meaning ascribed thereto in the HII Plan;
- (l) **“CCAA Proceedings”** means the proceedings under the CCAA in respect of Homco 61 LP commenced pursuant to the Initial Order;
- (m) **“Chair”** has the meaning set forth in paragraph 23 hereof;
- (n) **“Claim”** means any right or claim of any Person, whether or not asserted, in connection with any Indebtedness, liability or obligation of any kind whatsoever, whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by Guarantee, by surety, by

warranty or otherwise, and whether or not such right is executory or anticipatory in nature, including without limitation, any claim arising from or caused by the termination, disclaimer, resiliation, assignment or repudiation of any contract, lease or other agreement, whether written or oral, the commission of a tort (intentional or unintentional), any breach of duty (including without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property, employment, contract, a trust or deemed trust, howsoever created or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any grievance, matter, action, cause or chose in action, whether existing at present or commenced in the future, based in whole or in part on facts which existed on the Homco 61 Filing Date (including a Claim which relates to any time period prior to the Homco 61 Filing Date), together with any other claims of any kind that, if unsecured, would constitute a debt provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and for greater certainty, a “**Claim**” shall include any Equity Claim and any Bond 6 Homco 61 Claim;

- (o) “**Claims Process Order**” means the Order of the Court made April 30, 2012, as amended, restated or varied from time to time, including in particular on February 6, 2013, approving and implementing the claims process in respect of, *inter alia*, Homco 61 LP;
- (p) “**Court**” means the Superior Court of Québec (Commercial Division) or any appellate court seized with jurisdiction in the CCAA Proceedings, as the case may be;
- (q) “**Designated Newspapers**” has the meaning ascribed thereto in paragraph 12 hereof;
- (r) “**Equity Claim**” shall have the meaning ascribed thereto in Section 2 of the CCAA;
- (s) “**Excluded Claim**” means (i) any Claim secured by the CCAA Charges; (ii) Homco 61 Post-Filing Trade Payables; and (iii) any other Claim ordered by the Court to be treated as an Excluded Claim;
- (t) “**Final Order**” means a final Order of the Court, the implementation, operation or effect of which shall not have been stayed, varied, vacated or subject to pending appeal and as to which Order any appeal periods relating thereto shall have expired;
- (u) “**Governmental Authority**” means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government, and any governmental department, body, ministry, agency, tribunal, commission, board, court, bureau or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government including without limitation any Taxing Authority, the

Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten*) and the Netherlands Central Bank (*De Nederlandsche Bank*);

- (v) **“Guarantee”** of a Person means any Liability of that Person under any guarantee, agreement, endorsement (other than for collection or deposit in the ordinary course of business of that Person), discount with recourse or other obligation to pay, purchase, repurchase or otherwise be or become liable or obligated upon or in respect of any Indebtedness of any other Person to indemnify and hold harmless any Person from or against any losses, liabilities or damages, in circumstances intended to enable the Person to incur or pay any Indebtedness or to comply with any agreement relating thereto or otherwise to assure or protect Homco 61 Creditors against loss in respect of the Indebtedness;
- (w) **“HII Filing Date”** means September 9, 2011;
- (x) **“HII Homco 61 Distribution”** means the aggregate value of all non-Cash and Cash distributions made to Homco 61 LP under the HII Plan on account of the Homco 61 Net Intercompany Claim (for greater certainty being its Pro Rata Share of Newco Common Shares, the Cash Pool and the Asset Realization Cash Pool);
- (y) **“HII Loan”** means the loan by HII to Homco 61 LP evidenced by the Homco 61 Note, in the amount of CDN\$65,197,177 as at the HII Filing Date (and as at the Homco 61 Filing Date was CDN\$71,597,837.15);
- (z) **“HII Plan”** has the meaning ascribed thereto in the Recitals;
- (aa) **“HII/Shareco Creditors’ Meeting”** has the meaning ascribed thereto in the HII Plan;
- (bb) **“HII/Shareco Meeting Order”** means the Order issued by the Court in respect of the HII/Shareco Meeting Order Motion, as it may be amended by any further Order of the Court;
- (cc) **“Homco 61 LP”** means the Homco Realty Fund (61) Limited Partnership, a limited partnership formed under the *Nova Scotia Limited Partnership Act*;
- (dd) **“Homco 61 Affected Claim”** means any Claim against Homco 61 LP, including for greater certainty the Bond 6 Homco 61 Claim, but excluding the Homco 61 Unaffected Claims and the Equity Claims;
- (ee) **“Homco 61 Affected Creditor”** means any Homco 61 Creditor holding a Homco 61 Affected Claim, including for greater certainty a Bond 6 Claim Holder;
- (ff) **“Homco 61 Affected Creditors’ Entitlement”** means the full entitlement of Homco 61 Affected Creditors under the Homco 61 Plan, including without limitation the entitlement of such Homco 61 Affected Creditors to receive Newco Common Shares and/or distributions of Cash from the Cash Pool and the Asset

Realization Cash Pool, and “**Homco 61 Affected Creditor’s Entitlement**” means the full entitlement of a Homco 61 Affected Creditor;

- (gg) “**Homco 61 Claims Bar Date**” has the meaning ascribed to it in the Claims Process Order;
- (hh) “**Homco 61 Canadian Creditors’ Meeting**” means a meeting of the Homco 61 Affected Creditors called in Montréal, Québec, Canada convened simultaneously and forming one meeting with the Homco 61 European Creditors’ Meeting for the purpose of considering and voting in respect of the Homco 61 Plan pursuant to the CCAA, as the same may be adjourned, postponed or rescheduled, as the case may be;
- (ii) “**Homco 61 Creditor**” means any Person asserting a Homco 61 Affected Claim or a Homco 61 Unaffected Claim and may, where the context requires, include the assignee of such Claim or a personal representative, agent, mandatary, trustee, interim receiver, receiver, receiver and manager, liquidator or other Person acting on behalf of such Person;
- (jj) “**Homco 61 Creditors’ Meeting**” means, collectively, the Homco 61 Canadian Creditors’ Meeting and the Homco 61 European Creditors’ Meeting (which shall be held concurrently with the HII/Shareco Creditors’ Meeting, including any adjourned, postponed or rescheduled HII/Shareco Creditors’ Meeting);
- (kk) “**Homco 61 Disputed Claim**” means that portion of a Homco 61 Affected Claim of a Homco 61 Affected Creditor in respect of which a Homco 61 Proof of Claim has been filed in accordance with the Claims Process Order, and which is the subject of negotiation with the Monitor or adjudication before the Court, and that at any particular time, has not been finally determined to be a Homco 61 Proven Claim in whole or in part, or is subject to a revision or disallowance that is contested in accordance with the Claims Process Order, the Homco 61 Meeting Order, or any other Order made in the CCAA Proceedings and as such is not a Homco 61 Proven Claim in whole or in part;
- (ll) “**Homco 61 European Creditors’ Meeting**” means a meeting of the Homco 61 Affected Creditors called in Utrecht, the Netherlands convened simultaneously and forming one meeting with the Homco 61 Canadian Creditors’ Meeting for the purpose of considering and voting in respect of the Homco 61 Plan pursuant to the CCAA, as the same may be adjourned, postponed or rescheduled, as the case may be;
- (mm) “**Homco 61 Filing Date**” means February 6, 2013;
- (nn) “**Homco 61 Guarantee**” means the guarantee of Shareco’s obligations under the Bond 6 Indenture granted by Homco 61 LP in favour of the Trustee dated as of July 1, 2005;

- (oo) **“Homco 61 Meeting Materials”** has the meaning set forth at paragraph 10 hereof;
- (pp) **“Homco 61 Meeting Order”** means the Order issued by the Court in respect of the present Motion, as it may be amended by any further Order of the Court;
- (qq) **“Homco 61 Intercompany Claim”** means the aggregate gross amount owing by HII to Homco 61 LP as reflected in the books and records of HII, in the amount of CDN\$127,593,683 as at the HII Filing Date;
- (rr) **“Homco 61 Net Intercompany Claim”** means the amount of CDN\$62,396,506 being the amount of the Homco 61 Intercompany Claim, after reduction pursuant to set-off effected under the HII Plan by the amount of the HII Loan, and which amount shall be Homco 61 LP’s deemed Proven Claim (as defined in the HII Plan) for distribution purposes against HII under the HII Plan;
- (ss) **“Homco 61 Plan”** means the Plan of Compromise filed by Homco 61 LP under the CCAA, as such Homco 61 Plan may be amended, varied or supplemented from time to time by Homco 61 LP as approved by HII, Homco 61 LP, and by the Monitor, all in accordance with its terms;
- (tt) **“Homco 61 Post-Filing Trade Payables”** means Homco 61 LP post-Homco 61 Filing Date trade payables (excluding for greater certainty any Tax Claims that were incurred by Homco 61 LP (i) after the Homco 61 Filing Date and before the Homco 61 Plan Implementation Date (as defined in the Homco 61 Plan), (ii) in the ordinary course of Business (as defined in the Homco 61 Plan), and (iii) in compliance with the Initial Order and other Orders issued in connection with the CCAA Proceedings;
- (uu) **“Homco 61 Proof of Claim”** means the form to be completed and filed by a Homco 61 Creditor, pursuant to the Claims Process Order, by the applicable Homco 61 Claims Bar Date, setting forth its applicable Claim;
- (vv) **“Homco 61 Proven Claim”** means a Claim of a Homco 61 Affected Creditor finally determined for voting and distribution purposes in accordance with the Claims Process Order, the Homco 61 Plan and this Homco 61 Meeting Order;
- (ww) **“Homco 61 Record Date”** shall have the meaning ascribed thereto in paragraph 21 hereof;
- (xx) **“Homco 61 Resolution”** means the resolution approving the Homco 61 Plan presented to the Homco 61 Affected Creditors for consideration at the Homco 61 Creditors’ Meeting, substantially in the form attached to the Information Circular as Appendix F;
- (yy) **“Homco 61 Sanction Hearing”** means the Court hearing in respect of the Homco 61 Sanction Motion;

- (zz) **“Homco 61 Sanction Motion”** has the meaning set forth at paragraph 41 hereof;
- (aaa) **“Homco 61 Sanction Order”** means the Order to be granted by the Court as contemplated under the Homco 61 Plan which, *inter alia*, approves and sanctions the Homco 61 Plan and the transactions contemplated thereunder which shall be a Final Order;
- (bbb) **“Homco 61 Unaffected Claims”** has the meaning ascribed thereto in the Homco 61 Plan;
- (ccc) **“Homco 61 Voting Claim”** means the amount of the Claim of a Homco 61 Affected Creditor as finally determined for voting purposes in accordance with paragraph 30 of the Claims Process Order, the HII/Shareco Meeting Order and this Homco 61 Meeting Order entitling such Homco 61 Affected Creditor to vote at the Homco 61 Creditors’ Meeting in accordance with the provisions of the HII/Shareco Meeting Order, this Homco 61 Meeting Order, the Homco 61 Plan and the CCAA, and includes, for greater certainty, a Homco 61 Proven Claim;
- (ddd) **“Indebtedness”** of a Person means, without duplication:
 - (i) all debts and liabilities of that Person for borrowed money;
 - (ii) all debts and liabilities of that Person representing the deferred acquisition cost of property and services; and
 - (iii) all Guarantees given by that Person;
- (eee) **“Information Circular”** means the information circular prepared by HII, on behalf of HII, Shareco and Homco 61 LP and any schedules or appendices thereto (including the HII Plan and the Homco 61 Plan), as may be amended, restated, or varied from time to time, together with any other documents required by the Court in connection with the calling and holding of the HII/Shareco Creditors’ Meeting and the Homco 61 Creditors’ Meeting to consider and approve the HII Plan and the Homco 61 Plan;
- (fff) **“Initial Order”** means the Initial Order made by the Court on September 9, 2011 in the CCAA Proceedings, as the same may be amended, restated or varied from time to time;
- (ggg) **“Liabilities”** of a Person means all Indebtedness, obligations and other liabilities of that Person whether absolute, contingent, fixed or otherwise, or whether due or to be come due;
- (hhh) **“Monitor”** means Samson Bélair/Deloitte & Touche Inc., in its capacity as Court-appointed Monitor of Homco 61 LP;
- (iii) **“Monitor’s Report Regarding the Homco 61 Creditors’ Meeting”** has the meaning set forth at paragraph 40 hereof;

- (jjj) “**Newco Common Shares**” has the meaning ascribed thereto in the HII Plan;
- (kkk) “**Notice of Homco 61 Creditors’ Meeting and Homco 61 Sanction Hearing**” means the notice informing the Homco 61 Affected Creditors of the Homco 61 Creditors’ Meeting and of the Homco 61 Sanction Hearing, substantially in the form attached hereto as Schedule “A”;
- (lll) “**Order**” means any order of the Court, or any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority;
- (mmm) “**Person**” is to be broadly interpreted and includes an individual, a partnership, a corporation, a trust, a joint venture, any Governmental Authority, any trade union, any employee association or any incorporated or unincorporated entity or association of any kind and nature and the executors, administrators or other representatives of an individual in such capacity;
- (nnn) “**Pro Rata Share**” has the meaning ascribed thereto in the HII Plan;
- (ooo) “**Proxy**” means the form of proxy for Homco 61 Affected Creditors substantially in the form attached hereto as Schedule “B”;
- (ppp) “**Proxy Deadline**” shall have the meaning ascribed thereto in paragraph 32 hereof;
- (qqq) “**Required Majority**” means a majority in number of Homco 61 Affected Creditors who represent at least two-thirds in value of the Homco 61 Voting Claims of such Homco 61 Affected Creditors who actually vote on the Homco 61 Resolution (in person or by Proxy) at the Homco 61 Creditors’ Meeting or were deemed to vote on the Resolution;
- (rrr) “**Service List**” means the service list posted on the Website, as the same may be amended from time to time;
- (sss) “**Shareco**” means Homburg Shareco Inc., a corporation incorporated under the Nova Scotia *Companies Act*, R.S., c. 81, as amended and a Petitioner;
- (ttt) “**Taxing Authorities**” means anyone of Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof and any Canadian or non-Canadian government, regulatory authority, government department, agency, commission, bureau, minister, court, tribunal or body or regulation making entity exercising taxing authority or power, and “**Taxing Authority**” means any one of the Taxing Authorities, as well as any corresponding taxing authorities of a foreign jurisdiction including Valsts Ieņēmumu Dienests (Latvia), Maksu- ja Tolliamet (Estonia), Valstybinė mokesčių inspekcija prie Lietuvos Respublikos finansų

ministerijos (Lithuania), the Belastingdienst (Holland) and the Finanzamt (Germany);

(uuu) **“Tax Claims”** means claims of any Taxing Authorities against HII and Shareco arising from and after the Plan Implementation Date (as defined in the HII Plan);

(vvv) **“Trustee”** means Stichting Homburg Bonds, formerly Stichting Homburg Mortgage Bond, in its capacity as trustee under the Bond 6 Indenture; and

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

SCHEDULES

4. **ORDER** that the following Schedules form part of this Homco 61 Meeting Order:

(a) Schedule “A” – Notice of Homco 61 Creditors’ Meeting and Homco 61 Sanction Hearing; and

(b) Schedule “B” – Form of Proxy;

5. **ORDER** that Homco 61 LP, with the consent of the Monitor may make any required amendments or modifications to the Schedules without seeking approval of the Court;

PLAN OF COMPROMISE

6. **ORDER** that the Homco 61 Plan is hereby accepted for filing and Homco 61 LP is hereby authorized to seek approval of the Homco 61 Plan from the Homco 61 Affected Creditors in the manner set forth herein;

7. **ORDER** that Homco 61 LP, with the consent of the Monitor, be, and is hereby, authorized to file any modification of, or amendment, variation or supplement to, the Homco 61 Plan (each a **“Plan Modification”**) prior to or at the Homco 61 Creditors’ Meeting, in which case any such Plan Modification shall, for all purposes, be and be deemed to form part of and be incorporated into the Homco 61 Plan. Homco 61 LP shall give notice of any such Plan Modification at the Homco 61 Creditors’ Meeting prior to the vote being taken to approve the Homco 61 Plan. Homco 61 LP may give notice of any such Plan Modification at or before the Homco 61 Creditors’ Meeting by notice which shall be sufficient if, in the case of notice at the Homco 61 Creditors’ Meeting, given to those Homco 61 Affected Creditors present at such meeting in person or by Proxy and, in the case of notice before the Homco 61 Creditors’ Meeting, provided to those Persons listed on the Service List published on the Website and posted on the Website with a copy of such posting being provided forthwith to the Trustee. The Monitor shall post on the Website, as soon as possible and in any event prior to the Homco 61 Sanction Hearing, any such Plan Modification, with notice of such posting forthwith provided to the Service List;

8. **ORDER** that after the Homco 61 Creditors’ Meeting (and both prior to and subsequent to the obtaining of the Homco 61 Sanction Order), Homco 61 LP may at any time and from

time to time, with the consent of the Monitor, modify, amend, vary or supplement the Homco 61 Plan pursuant to an Order of the Court or where it concerns a matter which, in the opinion of Homco 61 LP and the Monitor, acting reasonably, is of an administrative nature required to better give effect to the implementation of the Homco 61 Plan and the Homco 61 Sanction Order or to cure any errors, omissions, or ambiguities and is not materially adverse to the financial or economic interests of the Homco 61 Affected Creditors. The Monitor shall post on the Website, as soon as possible, any such modification, amendment, variation or supplement to the Homco 61 Plan;

CLASSIFICATION OF CREDITORS

9. **ORDER** that for the purpose of considering and voting on the Homco 61 Plan, the Homco 61 Affected Creditors shall constitute a single class, the “Homco 61 Unsecured Creditors’ Class”;

NOTICE OF HOMCO 61 CREDITORS’ MEETING

10. **ORDER** that the Monitor shall post an electronic copy, in English and in Dutch, of the following documents on its Website (collectively, the “**Homco 61 Meeting Materials**”) at least 15 days prior to the Homco 61 Creditors’ Meeting:
- (a) the Notice of Homco 61 Creditors’ Meeting and Homco 61 Sanction Hearing;
 - (b) the Homco 61 Plan;
 - (c) the Proxy;
 - (d) the Information Circular;
 - (e) a copy of this Homco 61 Meeting Order (in English only); and
 - (f) any other materials as the Monitor may consider appropriate or desirable in the circumstances;
11. **ORDER** that Homco 61 LP be and is hereby authorized to make such modifications, amendments or supplements (“**Additional Information**”) to the Homco 61 Meeting Materials (other than the Homco 61 Plan which may be modified, amended or supplemented in accordance with paragraphs 7 and 8 hereof) as Homco 61 LP may determine, with the consent of the Monitor, and Homco 61 LP shall distribute or make available such Additional Information by one or more of the following methods determined in their discretion with the consent of the Monitor: (i) posting on the Website and/or HII’s website; (ii) news release; (iii) newspaper advertisement; (iv) pre-paid regular mail, email, fax or delivery (in person or by courier); (v) except for Proxies, distribution at the Homco 61 Creditors’ Meeting; or (vi) such other reasonably practicable method in the circumstances;
12. **ORDER** that on or about 15 days prior to the Homco 61 Creditors’ Meeting, the Monitor shall use reasonable efforts to cause the Notice of Homco 61 Creditors’ Meeting and

Homco 61 Sanction Hearing to be published in the Globe and Mail, the Calgary Herald and the Halifax Chronicle Herald (English Version) and De Volkskrant, de Telegraaf, the NRC and the Financieel Dagblad (all published in the Netherlands) (Dutch Version) (collectively, the “**Designated Newspapers**”);

13. **ORDER** that no later than one (1) Business Day following the date of this Order, the Trustee shall provide the Monitor with a list of all Bond 6 Claim Holders who, as of the Homco 61 Record Date, are or were registered as owners or holders of the bonds issued under the Bond 6 Indenture, and their respective addresses, telephone numbers, fax numbers and email addresses, to the extent available;
14. **ORDER** that the Monitor shall send the Homco 61 Meeting Materials by prepaid ordinary mail to all Homco 61 Affected Creditors with a Homco 61 Voting Claim as of the Homco 61 Record Date at least 15 days prior to the Homco 61 Creditors’ Meeting;
15. **ORDER** that Homco 61 LP and the Monitor shall not be required to provide the Homco 61 Meeting Materials to any holder of an Equity Claim in respect of such Equity Claim;
16. **ORDER** that publication of a copy of the Notice of Homco 61 Creditors’ Meeting and Homco 61 Sanction Hearing in the manner set out in paragraphs 10, 11 and 12, and the delivery of the Homco 61 Meeting Materials as set out in paragraphs 11 and 14, shall constitute good and sufficient service of the Homco 61 Meeting Materials on all Persons who may be entitled to receive notice thereof, or of these proceedings, or who may wish to be present in person or by Proxy at the Homco 61 Creditors’ Meeting, or who may wish to appear in these proceedings, and no other form of notice or service need be made on such Persons, and no other document or material need be served on such Persons in respect of these proceedings;

CLAIMS OF HOMCO 61 AFFECTED CREDITORS (INCLUDING BOND 6 CLAIM HOLDERS)

17. **ORDER** that the aggregate Proven Claim of each Bond 6 Claim Holder for voting and distribution purposes under the Homco 61 Plan shall be equal to such Bond 6 Claim Holder’s *pro rata* beneficial interest in the Bond 6 Homco 61 Claim;
18. **ORDER** that the treatment of Homco 61 Affected Creditors, including the Bond 6 Claim Holders under the Homco 61 Plan is conditioned on and subject to the approval of the Homco 61 Plan by the Required Majority and the approval of the HII Plan by the Required Majority (as defined in the HII Plan) and in each case the Court, and **ORDER** that in the event that either the Homco 61 Plan or the HII Plan is not approved by the applicable Required Majority and the Court, then the aggregate Proven Claim of Homco 61 Affected Creditors, including the Bond 6 Claim Holders, under the Homco 61 Plan shall be determined by the Monitor and/or the Court;
19. **ORDER** that notwithstanding any aggregate Homco 61 Proof of Claim filed by the Trustee on behalf of the Bond 6 Claim Holders, each Bond 6 Claim Holder shall be permitted to vote its respective Homco 61 Voting Claim at the Homco 61 Creditors’

Meeting as determined and dealt with in accordance with the terms of this Homco 61 Meeting Order;

20. **ORDER** that none of Homco 61 LP or the Monitor shall be required to take any additional steps or actions in respect of the Claims relating to the Bond 6 Indenture, including, without limitation, the need to file any amended Proofs of Claim in respect thereof;

HOMCO 61 RECORD DATE

21. **ORDER** that the record date for determining which Homco 61 Affected Creditors are entitled to receive notice of and vote at the Homco 61 Creditors' Meeting shall be April 17, 2013, or such other date as may be determined by the Monitor and communicated in accordance with paragraph 11 hereof (the "**Homco 61 Record Date**");

CONDUCT AT HOMCO 61 CREDITORS' MEETING

22. **ORDER** that Homco 61 LP be and is hereby authorized to call, hold and conduct the Homco 61 Creditors' Meeting on May 23, 2013 at 9:00 a.m. (Eastern Prevailing Time) in Montréal, Québec, Canada and at 3:00 p.m. (Central European Time) in Utrecht, the Netherlands, provided that no vote will be conducted in respect of the Homco 61 Resolution until a vote has first been conducted in respect of the Resolution (as defined in the HII Plan) at the HII/Shareco Creditors' Meeting, and that the Homco 61 Canadian Creditors' Meeting and the Homco 61 European Creditors' Meeting shall be convened and held concurrently on such date, for the purpose of considering and, if deemed advisable, approving the Homco 61 Plan, unless (a) the Homco 61 Affected Creditors with Homco 61 Voting Claims decide by resolution carried by the majority of votes (one vote for each dollar of every Homco 61 Voting Claim) to postpone the Homco 61 Creditors' Meeting at which such resolution is carried; (b) the HII/Shareco Creditors' Meeting is postponed in accordance with the HII/Shareco Meeting Order, in which case, the Homco 61 Creditors' Meeting will be automatically postponed such time; or (c) the HII Plan is not approved by the Required Majority of HII Affected Creditors under the HII Plan at the HII/Shareco Creditors' Meeting;
23. **ORDER** that a representative of the Monitor, designated by the Monitor, shall preside as the chair of the Homco 61 Creditors' Meeting (the "**Chair**") and, subject to any further order of this Court, shall decide all matters relating to the conduct of the Homco 61 Creditors' Meeting. Homco 61 LP, or any Homco 61 Affected Creditor, may appeal from any decision of the Chair to the Court, within three (3) Business Days of any such decision;
24. **ORDER** that the Chair is authorized to accept and rely upon Proxies or such other forms as may be acceptable to the Chair;
25. **ORDER** that the quorum required at a Homco 61 Creditors' Meeting shall be one (1) Homco 61 Affected Creditor with a Homco 61 Voting Claim present at such meeting in person or by Proxy;

26. **ORDER** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance at, quorum at and votes cast at the Homco 61 Creditors' Meeting. A Person designated by the Monitor shall act as secretary at the Homco 61 Creditors' Meeting;
27. **ORDER** that if (a) the requisite quorum is not present at the Homco 61 Creditors' Meeting, (b) the Homco 61 Creditors' Meeting is postponed by the vote of the majority in value of Homco 61 Affected Creditors holding Homco 61 Voting Claims present in person or by Proxy at the Homco 61 Creditors' Meeting, or (c) the HII/Shareco Creditors' Meeting is adjourned, postponed or rescheduled in accordance with the HII/Shareco Meeting Order, then the Homco 61 Creditors' Meeting shall be adjourned, postponed or rescheduled by the Chair to such time and place as the Chair deems necessary or desirable, but for greater certainty, to a time concurrently with the HII/Shareco Creditors' Meeting as adjourned, postponed or rescheduled;
28. **ORDER** that the Chair be, and he or she is hereby, authorized to adjourn, postpone or otherwise reschedule the Homco 61 Creditors' Meeting on one or more occasions to such time(s), date(s) and place(s) as the Chair deems necessary or desirable (without the need to first convene such Homco 61 Creditors' Meeting for the purpose of any adjournment, postponement or other rescheduling thereof). None of Homco 61 LP, the Chair or the Monitor shall be required to deliver any notice of the adjournment of the Homco 61 Creditors' Meeting or adjourned Homco 61 Creditors' Meeting, provided that the Monitor shall: (i) announce the adjournment of the Homco 61 Creditors' Meeting or adjourned Homco 61 Creditors' Meeting, as applicable; (ii) post notice of the adjournment at the originally designated time and location of the Homco 61 Creditors' Meeting or adjourned Homco 61 Creditors' Meeting, as applicable; (iii) forthwith post notice of the adjournment on the Website; and (iv) provide notice of the adjournment to the Service List forthwith. Any Proxies validly delivered in connection with the Homco 61 Creditors' Meeting shall be accepted as Proxies in respect of any adjourned Homco 61 Creditors' Meeting;
29. **ORDER** that the only Persons entitled to attend and speak at the Homco 61 Creditors' Meeting are representatives of Homco 61 LP, HII, the Monitor and the Trustee, together with their legal counsel and advisors, and all other Persons, including the other holders of proxies, entitled to vote at the Homco 61 Creditors' Meeting and their legal counsel and advisors. Any other Person may be admitted to the Homco 61 Creditors' Meeting on invitation of the Chair;

VOTING PROCEDURE AT THE HOMCO 61 CREDITORS' MEETING

30. **ORDER** that the Chair shall direct a vote on the Homco 61 Resolution to approve the Homco 61 Plan and any amendments or variations thereto as the Monitor and Homco 61 LP may consider appropriate;

31. **ORDER** that only Homco 61 Affected Creditors holding Homco 61 Voting Claims as of the Homco 61 Record Date will be entitled to provide instructions relating to voting or otherwise vote at the Homco 61 Creditors' Meeting;
32. **ORDER** that any Proxy in respect of the Homco 61 Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof) must be (i) received by the Monitor by 11:00 a.m. (Eastern Prevailing Time) / 5:00 p.m. (Central European Time) on May 22, 2013, or 24 hours (excluding Saturdays, Sundays and Québec statutory holidays) prior to any adjourned, postponed or rescheduled Homco 61 Creditors' Meeting or (ii) deposited with the Chair at the relevant Homco 61 Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof) immediately prior to the vote at the time specified by the Monitor (the "**Proxy Deadline**");
33. **ORDER** that in the absence of instruction to vote for or against the approval of the Homco 61 Resolution in a duly signed and returned Proxy, the Proxy shall be deemed to include instructions to vote for the approval of the Homco 61 Resolution, provided the proxyholder does not exercise its right to vote at the Homco 61 Creditors' Meeting;
34. **ORDER** that each Homco 61 Affected Creditor with a Homco 61 Voting Claim shall be entitled to vote at one but not both of the Homco 61 Canadian Creditors' Meeting and the Homco 61 European Creditors' Meeting. Each Homco 61 Affected Creditor with a Homco 61 Voting Claim will be entitled to a number of votes equal to the value in Canadian Dollars of its Homco 61 Voting Claim as determined in accordance with the Claims Process Order and the Homco 61 Meeting Order. The Monitor shall keep a separate record of votes cast by Homco 61 Affected Creditors holding Homco 61 Disputed Claims and shall report to the Court with respect thereto at the Homco 61 Sanction Hearing. The vote cast in respect of any Homco 61 Disputed Claim shall not be counted for any purpose unless, until and only to the extent that such Homco 61 Disputed Claim is finally determined to be a Homco 61 Proven Claim;
35. **ORDER** that a Homco 61 Affected Creditor's Homco 61 Voting Claim shall not include fractional numbers and Homco 61 Voting Claims shall be rounded down to the nearest whole Canadian Dollar amount;
36. **ORDER** that, solely for voting purposes at any Homco 61 Creditors' Meeting, no assignee, transferee or purchaser of any Homco 61 Voting Claim who shall have acquired or become the assignee or transferee of such Homco 61 Voting Claim after the Homco 61 Record Date shall have any right or entitlement whatsoever to attend or vote at, either in person or by Proxy, the Homco 61 Creditors' Meeting, and **ORDER** further that, any transferee, assignee or acquirer of a Homco 61 Voting Claim who acquired or became the assignee or transferee of such a Homco 61 Voting Claim on or prior to the Homco 61 Record Date but whose name does not appear as of the Homco 61 Record Date as the holder of such transferred or assigned Homco 61 Voting Claim may, prior to the Homco 61 Record Date, deliver evidence satisfactory to the Monitor of (A) its ownership of the whole of such Homco 61 Voting Claim as of the Homco 61 Record Date, and (B) that the transfer or assignment was valid under Applicable Law, upon which:

- (a) such transferee or assignee shall be entitled to receive from the Monitor a package containing the Homco 61 Meeting Materials;
- (b) such transferee's or assignee's name shall be included on the list of Homco 61 Affected Creditors entitled to vote at the Homco 61 Creditors' Meeting; and
- (c) such transferee or assignee shall be entitled to attend and vote, either in person or by Proxy, the transferor's or assignor's Homco 61 Voting Claim at the Homco 61 Creditor's Meeting in lieu and to the exclusion of the transferor's or assignor's right to attend and vote at the Homco 61 Creditors' Meeting with respect to the transferred Homco 61 Voting Claim;

APPROVAL OF THE HOMCO 61 PLAN

- 37. **ORDER** that in order to be approved, the Homco 61 Plan must receive an affirmative vote by the Required Majority;
- 38. **ORDER** that following the vote at the Homco 61 Creditors' Meeting, the Monitor shall tally the votes and determine whether the Homco 61 Plan has been approved by the Required Majority;
- 39. **ORDER** that the results of any and all votes conducted at the Homco 61 Creditors' Meeting shall be binding on all Homco 61 Affected Creditors, whether or not any such Homco 61 Affected Creditor is present or voting at the Homco 61 Creditors' Meeting;

HOMCO 61 SANCTION HEARING

- 40. **ORDER** that the Monitor shall provide a report to the Court no later than five (5) Business Days after the Homco 61 Creditors' Meeting (the "**Monitor's Report Regarding the Homco 61 Creditors' Meeting**") with respect to:
 - (a) the results of voting at the Homco 61 Creditors' Meeting on the Homco 61 Resolution;
 - (b) whether the Required Majority has approved the Homco 61 Plan;
 - (c) the effect of the results of the voting had all of the Homco 61 Affected Creditors with Homco 61 Disputed Claims also voted the full amount of their Homco 61 Disputed Claims; and
 - (d) in its discretion, any other matter relating to the motion of Homco 61 LP seeking sanction of the Homco 61 Plan;
- 41. **ORDER** that an electronic copy of the Monitor's Report Regarding the Homco 61 Creditors' Meeting, the Homco 61 Plan, including any amendments and variations thereto, and a copy of the motion seeking the Homco 61 Sanction Order in respect of the Homco 61 Plan (the "**Homco 61 Sanction Motion**") shall be posted on the Website prior to the motion for the Homco 61 Sanction Hearing;

42. **ORDER** that in the event that the Homco 61 Plan has been approved by the Required Majority, Homco 61 LP may bring the Homco 61 Sanction Motion before this Honourable Court on June 3, 2013, or such later date as is set by this Honourable Court upon motion by Homco 61 LP, seeking the Homco 61 Sanction Order;
43. **ORDER** that service of this Homco 61 Meeting Order by Homco 61 LP to the parties on the Service List, the posting of the Homco 61 Meeting Materials on the Website in accordance with paragraphs 10 and 11 hereof, the publication of the Homco 61 Notice of Creditors' Meeting and Homco 61 Sanction Hearing in accordance with paragraphs 10, 11 and 12 hereof, and the mailing to Homco 61 Affected Creditors of the Homco 61 Meeting Materials in accordance with paragraphs 11 and 14 hereof shall constitute good and sufficient service of the notice of the Homco 61 Sanction Motion;
44. **ORDER** that any Person intending to object to the Homco 61 Sanction Motion shall file with the Court a written notice, which notice shall include its grounds of contestation and shall effect service of same upon the Service List at least three (3) Business Days prior to the Homco 61 Sanction Hearing;
45. **ORDER** that in the event that the Homco 61 Sanction Motion is adjourned, only those Persons appearing on the Service List as of the date of service shall be served with notice of the adjourned date;
46. **ORDER** that, subject to any further Order of this Honourable Court, in the event of any conflict, inconsistency, ambiguity or difference between the terms, conditions and provisions of the Homco 61 Plan and this Homco 61 Meeting Order, the terms, conditions and provisions of the Homco 61 Plan shall govern and be paramount and any such provision of this Homco 61 Meeting Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference;

GENERAL PROVISIONS

47. **ORDER** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and the Initial Order, shall assist Homco 61 LP in connection with the matters described herein, and is hereby authorized and directed to take such other actions and fulfill such other roles as are contemplated by this Homco 61 Meeting Order;
48. **ORDER** that the Monitor and Homco 61 LP shall use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms hereunder are completed and executed and the time in which they are submitted and may waive strict compliance with the requirements of this Homco 61 Meeting Order including with respect to the completion, execution and time of delivery of required forms;
49. **ORDER** that the Monitor may, if necessary, apply to this Court for directions regarding its obligations under this Homco 61 Meeting Order;
50. **ORDER** that if any provision of this Homco 61 Meeting Order is amended by or contrary to a provision of an Order of the Court made in the CCAA Proceedings, such Order shall have precedence over the provisions of this Homco 61 Meeting Order;

51. **ORDER** that any notice or other communication to be given under this Homco 61 Meeting Order by a Homco 61 Creditor to the Monitor or Homco 61 LP shall be in writing in substantially the form, if any, provided for in this Homco 61 Meeting Order and will be sufficiently given only if given by electronic mail, facsimile, courier or registered mail addressed to:

Homco 61's Counsel: Osler, Hoskin & Harcourt LLP
1000 De La Gauchetière Street West
Suite 2100
Montréal, QC H3B 4W5

Attention: Sandra Abitan and Martin Desrosiers
Fax: (514) 904-8101
E-mail: sabitan@osler.com / mdesrosiers@osler.com

The Monitor: Samson Bélair/Deloitte & Touche Inc., in its capacity as Court-appointed Monitor of Homburg Invest Inc. and related entities
1 Place Ville Marie
Suite 3000
Montréal, QC H3B 4T9

Attention: Pierre Laporte and Benoît Clouâtre
Fax: (514) 393-5344
E-mail: pilaporte@deloitte.ca / bclouatre@deloitte.ca

With a copy to
Monitor's Counsel: McCarthy Tétrault LLP
1000 De La Gauchetière Street West
Suite 2500
Montréal, QC H3B 0A2

Attention: Mason Poplaw and Jocelyn Perreault
Fax: (514) 875-6246
E-Mail: mpoplaw@mccarthy.ca / jperreault@mccarthy.ca

52. **ORDER** that any such notice or other communication (i) if given by prepaid ordinary mail, shall be deemed received on the third (3rd) Business Day after mailing within Québec, the fifth (5th) Business Day after mailing elsewhere in Canada or to the United States and the tenth (10th) Business Day after mailing to any other country; (ii) if given by courier or delivery shall be deemed received on the next Business Day following dispatch; (iii) if given by facsimile transmission or electronic mail before 5:00 p.m. (Eastern Prevailing Time) on a Business Day, shall be deemed received on such Business Day; and (iv) if given by facsimile transmission or electronic mail after 5:00 p.m.

(Eastern Prevailing Time) on a Business Day, shall be deemed received on the following Business Day;

53. **ORDER** that, in the event that the day on which any notice or communication required to be delivered pursuant to this Homco 61 Meeting Order is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day;
54. **ORDER** that, if during any period during which notices or other communications are being given pursuant to this Homco 61 Meeting Order a postal strike or postal work stoppage of general application should occur, such notices or other communications then not received or deemed received shall not, absent further Order of this Court, be effective. Notices and other communications given hereunder during the course of any such postal strike or postal work stoppage of general application shall only be effective if given by electronic mail, courier, delivery or facsimile transmission in accordance with this Homco 61 Meeting Order;
55. **ORDER** that all references to time in this Homco 61 Meeting Order shall mean prevailing local time in Montréal, Québec and any references to an event occurring on a Business Day shall mean prior to 5:00 p.m. on the Business Day unless otherwise indicated;
56. **ORDER** that references to the singular shall include the plural, references to the plural shall include the singular and to any gender shall include the other gender;
57. **ORDER** that in the event of any conflict between the English version and the French or Dutch translations of any of the documents approved by this Homco 61 Meeting Order, the English version shall prevail;
58. **REQUEST** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada, the Federal Court of Canada and any judicial, regulatory or administrative body of the United States or of the Netherlands and of any other nation or state, to assist Homco 61 LP and the Monitor and their respective agents in carrying out the terms of this Homco 61 Meeting Order and any other Order in these proceedings, to make such orders and to provide such assistance to Homco 61 LP and the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Homco 61 Meeting Order and to grant representative status to Homco 61 LP and the Monitor in any foreign proceeding; and
59. **ORDER** the provisional execution of this Homco 61 Meeting Order notwithstanding any appeal and without the necessity of furnishing security.

THE WHOLE WITHOUT COSTS, save and except in case of contestation.

MONTREAL, April 25, 2013

Osler, Hoskin & Harcourt LLP

OSLER, HOSKIN & HARCOURT LLP

Attorneys for the Petitioners and Mises-en-cause

SCHEDULE "A"

NOTICE OF HOMCO 61 CREDITORS' MEETING AND HOMCO 61 SANCTION HEARING

CANADA

PROVINCE OF QUÉBEC

DISTRICT OF MONTRÉAL

No.: 500-11-041305-117

S U P E R I O R C O U R T

(Commercial Division)

(Sitting as a court designated pursuant to the

Companies' Creditors Arrangement Act,

R.S.C. 1985, c. C-36)

**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 (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

NOTICE OF HOMCO 61 CREDITORS' MEETING AND HOMCO 61 SANCTION HEARING

TO: AFFECTED CREDITORS OF HOMCO REALTY FUND (61) LIMITED PARTNERSHIP

NOTICE IS HEREBY GIVEN that a meeting of the Homco 61 Affected Creditors of Homco Realty Fund (61) Limited Partnership ("**Homco 61 LP**") will be held simultaneously on May 23, 2013 at Montréal, Québec, Canada (the "**Homco 61 Canadian Creditors' Meeting**") and at Utrecht, the Netherlands (the "**Homco 61 European Creditors' Meeting**", and together with the Homco 61 Canadian Creditors' Meeting, the "**Homco 61 Creditors' Meeting**") at the locations and the times set out below, for the following purposes:

- (a) to consider and, if deemed advisable, to pass, with or without variation, a resolution (the "**Homco 61 Resolution**") approving the Plan of Compromise of Homco 61 LP pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") dated April 24, 2013 (as amended, restated, modified and/or supplemented from time to time in accordance with the terms thereof, the "**Homco 61 Plan**"); and
- (b) to transact such other business as may properly come before the Homco 61 Creditors' Meeting or any adjournment or postponement thereof.

The Homco 61 Creditors' Meeting is being held pursuant to an order (the "**Homco 61 Meeting Order**") of the Superior Court of Québec (Commercial Division) (the "**Court**") made on April 26, 2013 by the Honourable Justice Louis J. Gouin.

Capitalized terms used and not otherwise defined in this Notice have the respective meanings given to them in the Homco 61 Meeting Order.

The Homco 61 Plan contemplates the compromise of Claims of the Homco 61 Affected Creditors. The Homco 61 Creditors' Meeting will be held simultaneously in Montréal, Québec, Canada and in Utrecht, the Netherlands, on the following date and at the following times:

<u>Location</u>	<u>Date</u>	<u>Time</u>
McCarthy Tétrault LLP Suite 2500 Room: Lafleur 1000 De La Gauchetière Street West Montréal, QC H3B 0A2	May 23, 2013	9:00 a.m. (Eastern Prevailing Time)
Jaarbeursplein 6 Utrecht 3521 AL The Netherlands	May 23, 2013	3:00 p.m. (Central European Time)

The HII/Shareco Creditors' Meeting and the Homco 61 Creditors' Meeting shall be held concurrently at the same time on the same date, provided that a vote on the Homco 61 Resolution at the Homco 61 Creditors' Meeting will not occur until the completion of the vote on the Resolution (as defined in the HII Plan) at the HII/Shareco Creditors' Meeting or any adjourned, continued or rescheduled HII/Shareco Creditors' Meeting. As such, the vote in respect of the Homco 61 Resolution at the Homco 61 Creditors' Meeting may be delayed.

Quorum for the Homco 61 Creditors' Meeting has been set by the Homco 61 Meeting Order as the presence, in person or by Proxy, at the Homco 61 Creditors' Meeting of one Homco 61 Affected Creditor with a Homco 61 Voting Claim. Only Homco 61 Affected Creditors holding Homco 61 Voting Claims as of the Homco 61 Record Date, being April 17, 2013, are entitled to attend and vote at the Homco 61 Creditors' Meeting.

In order for the Homco 61 Plan to be approved and be binding in accordance with the CCAA, the Homco 61 Resolution must be approved by that number of Homco 61 Affected Creditors representing at least a majority in number of Homco 61 Voting Claims, whose Homco 61 Affected Claims represent at least two-thirds in value of the Homco 61 Voting Claims of Homco 61 Affected Creditors who validly vote (in person or by Proxy) or were deemed to vote on the Homco 61 Resolution at the Homco 61 Creditors' Meeting as provided for in the Homco 61 Meeting Order (the "**Required Majority**"). Each Homco 61 Affected Creditor will be entitled to one vote at the Homco 61 Creditors' Meeting, which vote will have the value of such person's Homco 61 Voting Claim, as determined pursuant to the Claims Process Order, the HII/Shareco Meeting Order, the Homco 61 Meeting Order and the Homco 61 Plan. Each Homco 61 Affected Creditor may vote at one of the Homco 61 Canadian Creditors' Meeting or the Homco 61 European Creditors' Meeting but not both. The Homco 61 Plan must also be sanctioned by the Court under the CCAA. Subject to satisfaction of the other conditions precedent to the implementation of the Homco 61 Plan, all Homco 61 Affected Creditors will then receive the treatment set forth in the Homco 61 Plan.

Proxy Form

For Homco 61 Affected Creditors there is one form of proxy (the "**Proxy**"). **Such Homco 61 Affected Creditors may attend the Homco 61 Creditors' Meeting in person or may appoint another person as its proxyholder by inserting the name of such person in the space provided in the form of Proxy to be provided to Homco 61 Affected Creditors by Samson Bélair/Deloitte & Touche Inc. (the "Monitor"), or by completing another valid form of Proxy. Persons appointed as proxyholders need not be Homco 61 Affected Creditors.**

In order to be effective, Proxies must be: (i) received by the Monitor at either of (a) 1 Place Ville Marie, Suite 3000, Montréal, Québec, Canada, H3B 4T9 (Attention: Mr. Patrick Fillion), facsimile number: (514) 393-5344, or e-mail: homburginvestccaa@deloitte.ca or (b) Monitor of Homburg Invest Incorporated, et. al, Deloitte Financial Advisory Services B.V. (Attention: Restructuring Services), Antwoordnummer 45485, 1040 WD Amsterdam, facsimile number: +31 (0)88 2889750, or e-mail: homburginvestccaa@deloitte.ca, or (ii) deposited with the Chair at the relevant Homco 61 Creditors' Meeting (or any adjournment, postponement or other rescheduling thereof), in either case prior to the Proxy Deadline.

If a Homco 61 Affected Creditor specifies a choice with respect to voting on the Homco 61 Resolution on a Proxy, the Proxy will be voted in accordance with the specification so made. **In the absence of such specification, and the Affected Creditor has appointed the Monitor as its proxyholder, a Proxy will be voted FOR the Homco 61 Resolution.**

NOTICE IS ALSO HEREBY GIVEN that if the Homco 61 Plan is approved by the Required Majority at the Homco 61 Creditors' Meeting, Homco 61 LP intends to bring a motion before the Court on or about June 3, 2013 at 9:15 a.m. (Eastern Prevailing Time) at the Court located at 1 Notre-Dame Street East, Montréal, Québec, Canada. The motion will be seeking the granting of the Homco 61 Sanction Order sanctioning the Homco 61 Plan under the CCAA and for the ancillary relief consequent upon such sanction. Any Homco 61 Affected Creditor that wishes to appear or be represented, and to present evidence or arguments, at such Court hearing must serve a notice of intention to appear on the Service List at least three (3) Business Days before the Court hearing. Homco 61 Affected Creditors wishing to object to the relief to be sought at the Court hearing must also file with the Court a written notice which notice shall include its grounds of contestation and shall effect service of same on the Service List at least three (3) Business Days prior to the hearing. A copy of the Service List may be obtained by contacting the Monitor at the particulars set out above or from the Monitor's website set out below.

This Notice is given by Homco 61 LP pursuant to the Homco 61 Meeting Order.

You may view copies of the documents relating to this process on the Monitor's website at <http://www.deloitte.com/ca/homburg-invest>.

DATED this ● day of ●, 2013.

SCHEDULE “B”
FORM OF PROXY

PROXY AND INSTRUCTIONS
FOR HOMCO 61 AFFECTED CREDITORS IN THE MATTER OF THE PROPOSED
PLAN OF COMPROMISE OF
HOMCO REALTY FUND (61) LIMITED PARTNERSHIP

MEETING OF HOMCO 61 AFFECTED CREDITORS

to be held pursuant to an Order of the Québec Superior Court (Commercial Division) made on April 26, 2013 (the “**Homco 61 Meeting Order**”) in connection with the Plan of Compromise of Homco Realty Fund (61) Limited Partnership (“**Homco 61 LP**”) pursuant to the *Companies’ Creditors Arrangement Act* (Canada) dated April 24, 2013 (as amended, restated, modified and/or supplemented from time to time, the “**Homco 61 Plan**”)

on May 23, 2013 at 9:00 a.m. (Eastern Prevailing Time) at
McCarthy Tétrault LLP
Suite 2500
Room: Lafleur
1000 De La Gauchetière Street West
Montréal, Québec, Canada

- and -

on May 23, 2013 at 3:00 p.m. (Central European Time) at
Jaarbeursplein 6
3521 AL Utrecht
The Netherlands

and at any adjournment, postponement or other rescheduling thereof (the “**Homco 61 Creditors’ Meeting**”)

**PROXY AND INSTRUCTIONS FOR
HOMCO 61 AFFECTED CREDITORS**

PLEASE COMPLETE, SIGN AND DATE THIS PROXY AND (I) RETURN IT TO SAMSON BÉLAIR/DELOITTE & TOUCHE INC., IN ITS CAPACITY AS MONITOR, BY 11:00 A.M. (EASTERN PREVAILING TIME) / 5:00 P.M. (CENTRAL EUROPEAN TIME) ON MAY 22, 2013 OR (EXCLUDING SATURDAYS, SUNDAYS AND QUEBEC STATUTORY HOLIDAYS) OR 24 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND QUEBEC STATUTORY HOLIDAYS) PRIOR TO THE TIME OF ANY ADJOURNMENT, POSTPONEMENT OR RESCHEDULING OF THE RELEVANT HOMCO 61 CREDITORS' MEETING OR (II) DEPOSIT THIS PROXY WITH THE CHAIR AT THE RELEVANT HOMCO 61 CREDITORS' MEETING (OR ANY ADJOURNMENT, POSTPONEMENT OR RESCHEDULING THEREOF) IMMEDIATELY PRIOR TO THE VOTE AT THE TIME SPECIFIED BY THE CHAIR (THE "**PROXY DEADLINE**"). PLEASE RETURN OR DEPOSIT YOUR ORIGINAL PROXY SO THAT IT IS ACTUALLY RECEIVED BY THE MONITOR OR THE CHAIR ON OR BEFORE THE PROXY DEADLINE.

THE DUTCH VERSION OF THIS PROXY AND INSTRUCTIONS ARE AVAILABLE ON THE MONITOR'S WEBSITE AT <http://deloitte.com/ca/homburg-invest>

Please use this Proxy form if you do not wish to attend the Homco 61 Creditors' Meeting to vote in person but wish to appoint a proxyholder to attend the Homco 61 Creditors' Meeting, vote your Homco 61 Voting Claim to accept or reject the Homco 61 Plan and otherwise act for and on your behalf at the Homco 61 Creditors' Meeting and any adjournment(s), postponement(s) or rescheduling(s) thereof.

The Homco 61 Plan is Appendix G to the Information Circular of Homburg Invest Inc. prepared on behalf of Homburg Invest Inc., Homburg Shareco Inc. and Homco Realty Fund (61) Limited Partnership dated April ●, 2013 (collectively, the "**Information Circular**"), a copy of which you have received. All capitalized terms used but not defined in this Proxy shall have the meanings ascribed to such terms in the Information Circular.

You should review the Information Circular and the Homco 61 Plan before you vote. In addition, on April 26, 2013, the Québec Superior Court (Commercial Division) issued an order establishing certain procedures for the conduct of the Homco 61 Creditors' Meeting (the "**Homco 61 Meeting Order**"), a copy of which is Appendix H to the Information Circular. The Homco 61 Meeting Order contains important information regarding the voting process. Please read the Homco 61 Meeting Order and the instructions sent with this Proxy prior to submitting this Proxy.

If the Homco 61 Plan is approved by the Required Majority and sanctioned by the Québec Superior Court (Commercial Division), it will be binding on you whether or not you vote.

PLAN PROXY

FOR AFFECTED CREDITORS WHO WISH TO APPOINT A PROXYHOLDER TO ATTEND AND VOTE AT THE HOMCO 61 CREDITORS' MEETING, PLEASE COMPLETE THIS PROXY FORM.

APPOINTMENT OF PROXYHOLDER AND VOTE

By checking one of the three boxes below, the undersigned Affected Creditor hereby revokes all proxies previously given and nominates, constitutes, and appoints either (*if no box is checked, the Monitor will act as your proxyholder*):

- _____, or
- a representative of Samson Bélair/Deloitte & Touche Inc., in its capacity as Monitor (the "Monitor"), or
- a representative of Stichting Homburg Bonds, in its capacity as trustee under the Corporate Bond Trust Indenture or Mortgage Bond Trust Indenture, as applicable

as proxyholder, with full power of substitution, to attend, vote and otherwise act for and on behalf of the undersigned at the Homco 61 Creditors' Meeting and at adjournment(s), postponement(s) and rescheduling(s) thereof, and to vote the amount of the Affected Creditor's Voting Claim. Without limiting the generality of the power hereby conferred, the person named as proxyholder is specifically directed to vote as shown below. The person named as proxyholder is also directed to vote at the proxyholder's discretion and otherwise act for and on behalf of the undersigned with respect to any amendments or variations to the Homco 61 Plan and to any matters that may come before the Homco 61 Creditors' Meeting or any adjournment, postponement or rescheduling thereof and to vote the amount of the Affected Creditors' Voting Claim as follows (*mark only one*):

- Vote **FOR** the approval of the Homco 61 Plan
- Vote **AGAINST** the approval of the Homco 61 Plan

Please note that if no specification is made hereinabove and the Affected Creditor has appointed the Monitor as its proxyholder, the Affected Creditor will be deemed to have voted FOR approval of the Homco 61 Plan at the Homco 61 Creditors' Meeting.

Dated at _____ **this** ____ **day of** _____, 2013.

Affected Creditor's Signature:

(Print Legal Name of the Affected Creditor)

(Signature of the Affected Creditor or an Authorized Signing Officer of the Affected Creditor)

(Print Name and Title of an Authorized Signing Officer of the Affected Creditor, if applicable)

(Mailing Address of the Affected Creditor)

(Telephone Number of the Affected Creditor or Authorized Signing Officer of the Affected Creditor)

YOUR PROXY MUST BE RECEIVED (I) BY THE MONITOR AT ONE OF THE ADDRESSES LISTED BELOW OR (II) BY THE CHAIR AT THE RELEVANT HOMCO 61 CREDITORS' MEETING BEFORE THE PROXY DEADLINE.

**SAMSON BÉLAIR/DELOITTE & TOUCHE INC.
MONITOR OF HOMBURG INVEST INC., et al.**

**1 Place Ville Marie
Suite 3000
Montréal, Québec
H3B 4T9 Canada
Attention: Mr. Patrick Fillion**

**Facsimile number: (514) 393-5344
E-mail: homburginvestcaa@deloitte.ca**

or

**MONITOR OF HOMBURG INVEST INCORPORATED, ET. AL.
CARE OF DELOITTE FINANCIAL ADVISORY SERVICES B.V.**

**Antwoordnummer 45485
1040 WD Amsterdam
The Netherlands
Attention: Restructuring Services**

**Facsimile number: +31 (0)88 2889750
E-mail: homburginvestcaa@deloitte.ca**

IF YOU HAVE ANY QUESTIONS REGARDING THIS PROXY OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL COPY OR ADDITIONAL COPIES OF THE ENCLOSED MATERIALS, PLEASE CONTACT THE MONITOR AT homburginvestcaa@deloitte.ca OR VISIT THE MONITOR'S WEBSITE AT www.deloitte.com/ca/homburg-invest

INSTRUCTIONS FOR COMPLETION OF PROXY

1. All capitalized terms used but not defined in this Proxy shall have the meanings ascribed to such terms in the Information Circular of Homburg Invest Inc. prepared on behalf of Homburg Invest Inc., Homburg Shareco Inc. and Homco Realty Fund (61) Limited Partnership dated April ●, 2013, a copy of which you have received.
2. Please read and follow these instructions carefully. Your Proxy must actually be received (i) by the Monitor at either (a) 1 Place Ville Marie, Suite 3000, Montréal, Québec, Canada, H3B 4T9 (Attention: Mr. Patrick Fillion), facsimile number: (514) 393-5344, or e-mail: homburginvestccaa@deloitte.ca or (b) Monitor of Homburg Invest Incorporated, et al., Deloitte Financial Advisory Services B.V. (Attention: Restructuring Services), Antwoordnummer 45485, 1040 WD Amsterdam, facsimile number: +31 (0)88 2889750, or e-mail: homburginvestccaa@deloitte.ca, prior to 11:00 a.m. (Eastern Prevailing Time) / 5:00 p.m. (Central European Time) on May 22, 2013 or (excluding Saturdays, Sundays and Québec statutory holidays) or 24 hours (excluding Saturdays, Sundays and Québec statutory holidays) prior to the time of any adjournment, postponement or rescheduling of the relevant Homco 61 Creditors' Meeting or (ii) by the Chair at the relevant Homco 61 Creditors' Meeting (or any adjournment, postponement or rescheduling thereof) immediately prior to the vote at the time specified by the Chair (the "**Proxy Deadline**"). If your Proxy is not received by the Proxy Deadline, unless such time is extended, your Proxy will not be counted.
3. The aggregate amount of your Claim in respect of which you are entitled to vote (your "**Homco 61 Voting Claim**") shall be your Homco 61 Proven Claim, or with respect to a Homco 61 Disputed Claim, the amount as determined by the Monitor to be your Homco 61 Voting Claim in accordance with paragraph 30 of the Claims Process Order and the Homco 61 Meeting Order.
4. Each Homco 61 Affected Creditor who has a right to vote at the Homco 61 Creditors' Meeting has the right to appoint a person (who need not be an Homco 61 Affected Creditor) to attend, act and vote for and on behalf of the Homco 61 Affected Creditor and such right may be exercised by inserting in the space provided the name of the person to be appointed, or to select a representative of the Monitor or Stichting Homburg Bonds as its proxyholder. If no proxyholder is selected, the Homco 61 Affected Creditor will be deemed to have appointed any officer of Samson Bélair/Deloitte & Touche Inc., in its capacity as Monitor, or such other person as Samson Bélair/Deloitte & Touche Inc. may designate, as proxyholder of the Homco 61 Affected Creditor, with power of substitution, to attend on behalf of and act for the Homco 61 Affected Creditor at the Homco 61 Creditors' Meeting to be held in connection with the Homco 61 Plan and at any and all adjournments, postponements or other rescheduling thereof.
5. In the event that you wish to appoint a proxyholder for the Homco 61 Creditors' Meeting using this Proxy, and for your vote to accept or reject to the Homco 61 Plan to count, you must:
 - (a) If you wish to vote by Proxy rather than in person at the Homco 61 Creditors' Meeting, either write in the name of your proxyholder or select a representative of

the Monitor or Stichting Homburg Bonds as your proxyholder. If you do not write in the name of your proxyholder or make a selection, a representative of the Monitor will act as your proxyholder;

- (b) Check the appropriate box if you wish to vote by Proxy rather than in person at the Homco 61 Creditors' Meeting (**NOTE: if you do not check either box and you have appointed the Monitor as your proxyholder, you will be deemed to have voted FOR approval of the Homco 61 Plan, provided your proxyholder does not exercise his or her right to vote at the Homco 61 Creditors' Meeting**);
 - (c) Sign the Proxy – your original signature is required on the Proxy in order to appoint a proxyholder and vote at the Homco 61 Creditors' Meeting; and
 - (d) If you are completing the Proxy as a duly authorized representative of a corporation or other entity, indicate your relationship with such corporation or other entity and the capacity in which you are signing, and if subsequently requested, provide proof of your authorization to so sign. In addition, please provide your name and mailing address.
6. If you need additional Proxies, please immediately contact the Monitor.
 7. If multiple Proxies are received from the same person with respect to the same Claims prior to the Proxy Deadline, the latest dated, validly executed Proxy timely received will supersede and revoke any earlier received Proxy. However, if a holder of Claims casts Proxies received by the Monitor dated with the same date, but which are voted inconsistently, such Proxies will not be counted. If a Proxy is not dated in the space provided, it shall be deemed dated as of the date it is received by the Monitor.
 8. If a Homco 61 Affected Creditor validly submits a Proxy to the Monitor and subsequently attends the Homco 61 Creditors' Meeting and votes in person inconsistently, such Homco 61 Affected Creditor's vote at the Homco 61 Creditors' Meeting will supersede and revoke the earlier received Proxy.
 9. Proxies may also be accepted for purposes of voting at an adjourned, postponed or other rescheduled Homco 61 Creditors' Meeting, if received by the Monitor 24 hours prior to the adjournment, postponement or other rescheduling thereof or deposited with the Chair prior to the commencement of such adjourned, postponed or rescheduled Homco 61 Creditors' Meeting.
 10. Any Proxy that is illegible or contains insufficient information to permit the identification of the claimant shall not be counted.
 11. Any Proxy that attempts to partially accept and partially reject the Homco 61 Plan will not be counted.

12. After the Proxy Deadline, no Proxy may be withdrawn or modified, except by a Homco 61 Affected Creditor voting in person at the Homco 61 Creditors' Meeting, without the prior consent of Homco 61 LP.

IF YOU HAVE ANY QUESTIONS REGARDING THIS PROXY OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL COPY OR ADDITIONAL COPIES OF THE ENCLOSED MATERIALS, PLEASE CONTACT THE MONITOR AT homburginvestcaa@deloitte.ca OR VISIT THE MONITOR'S WEBSITE AT www.deloitte.com/ca/homburg-invest

AFFIDAVIT

I the undersigned, Jan Schöningh, domiciled and residing at 597 Roslyn Avenue, Westmount, Québec, H3Y 2V1, solemnly declare the following:

1. I am the President and Chief Executive Officer of Homburg Invest Inc. and duly authorized representative of the Petitioner for the purpose hereof;
2. I have taken cognizance of the attached *Motion for the issuance of an order for the convening, holding and conduct of a creditors' meeting in respect of Homco Realty (61) Limited Partnership and other relief*; and
3. All of the facts alleged in the said motion are true.

AND I HAVE SIGNED:

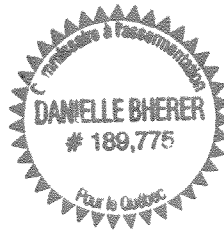


Jan Schöningh

SOLEMNLY DECLARED BEFORE ME
IN MONTRÉAL, QUÉBEC ON THE
25TH DAY OF APRIL 2013.



Commissioner for oaths for
the Province of Québec



NOTICE OF PRESENTATION

- TO :** **McCARTHY TÉTRAULT LLP** **Attorneys for the Monitor**
1000 De La Gauchetière Street West, Suite 2500
Montréal QC H3B 0A2
Me Mason Poplaw
Me Jocelyn Perreault
Me Alain Tardif
email : mpoplaw@mccarthy.ca
jperreault@mccarthy.ca
atardif@mccarthy.ca
- TO :** **BENNETT JONES LLP** **Attorneys for Penn West**
4500 Bankers Hall East
855 2nd Street West
Calgary AB T2P 4K7
Me Kenneth T. Lenz
email : lenzk@bennettjones.com
- TO :** **BENNETT JONES LLP** **Attorneys for Statoil Canada Limited**
4500 Bankers Hall East
855 2nd Street West
Calgary AB T2P 4K7
Me Chris Simard
email : simardc@bennettjones.com
- TO :** **LANGLOIS KRONSTRÖM DESJARDINS LLP** **Attorneys for Statoil Canada Limited**
1002 Sherbrooke Street West, 28th Floor
Montréal QC H3A 3L6
Me Gerry Apostolatos
Me Dimitri Maniatis
Me Stefan Chripounoff
email : gerry.apostolatos@lkd.ca
dimitri.maniatis@lkd.ca
stefan.chripounoff@lkd.ca
- TO :** **HOMBURG CANADA INC.**
600-1741 Brunswick Street
Halifax NS B3J 3X8
Me Michael J. O'Hara
General Counsel
email: mohara@homburg.com

- TO :** **BLAKE, CASSELS & GRAYDON LLP**
855 – 2nd Street S.W., Suite 2500
Calgary AB T2P 4J8
Me Kelly J. Bourassa
email : Kelly.bourassa@blakes.com
- Attorneys for TAQA North Ltd and Arcan Resources Ltd.**
- TO :** **BORDEN LADNER GERVAIS LLP**
1000 De La Gauchetière Street West, Suite 900
Montréal QC H3B 5H4
Me Josef G. A. Krüger
Me Matti Lemmens
Me Mathieu Lévesque
email : jkruger@blg.com
mlemmens@blg.com
malevesque@blg.com
- Attorneys for BOS Solutions Ltd., Canadian Tabular Services Inc., Premier Petroleum Corp, Moe Hannah McNeill LLP**
- TO :** **BURNET, DUCKWORTH & PALMER LLP**
525 – 8th Avenue SW, Suite 2400
Calgary AB T2P 1G1
Me Douglas S. Nishimura
Me Simina Ionescu-Mocanu
email : dsn@bdplaw.com
sionescu@bdplaw.com
- Attorneys for Keywest Projects Ltd., MHI Fund Management Inc., STP Group Canada Ltd. (formely Neotechnology Consultants Ltd.), Logan Completion Systems Inc., CE Franklin Ltd.**
- TO :** **DAVIES WARD PHILLIPS & VINEBERG LLP**
1501 McGill College Avenue, 26th floor
Montréal QC H3A 3N9
Me Denis Ferland
Me Christian Lachance
email : dferland@dwpv.com
clachance@dwpv.com
- Attorneys for HSBC Bank Canada**
- TO :** **DAVIES WARD PHILLIPS & VINEBERG LLP**
1501 McGill College Avenue, 26th floor
Montréal QC H3A 3N9
Me Louis-Martin O’Neill
email : lmoneill@dwpv.com
- Attorneys for Cominar REIT**

TO : DICKINSON WRIGHT LLP
222 Bay St., 18th Floor, PO Box 124
Toronto ON M5K 1H1
Me David P. Preger
email : dpreger@dickinsonwright.com

**Attorneys for Romspen
Investment Corporation**

joint appearance with De
Granpré

TO: DE GRANPRÉ JOLI-CŒUR LLP
2000 McGill College Avenue, Suite 1600
Montréal QC H3A 3H3
Me Anne Lefebvre
email: a.lefebvre@djclegal.com

**Attorneys for Romspen
Investment Corporation**

joint appearance with Dickinson
Wright

TO : FASKEN MARTINEAU DUMOULIN LLP
Tour de la Bourse
800 Place Victoria, PO Box 242, Suite 3700
Montréal QC H4Z 1E9

**Attorneys for Canmarc REIT
(formerly Homburg Canada
REIT), Homburg Canada
REIT Limited Partnership
and Homburg Canada REIT
GP Inc. and, in their capacity
a trustees of Canmarc REIT
(formerly Homburg Canada
REIT), Karen A. Prentice,
Frank W. Matheson, James F.
Miles, Wayne Heuff, John
Levitt and Gérard A. Limoges**

Me Luc Morin
Me Robert Paré
Me Edmond Lamek
Me Alain Riendeau
email : lmorin@fasken.com
rpare@fasken.com
elamek@fasken.com
ariendeau@fasken.com

TO : FISHMAN FLANZ MELAND PAQUIN LLP
1250 René-Lévesque Boulevard West, Suite 4100
Montréal QC H3B 4W8
Me Mark E. Meland
email : mmeland@ffmp.ca

**Attorneys for Cadillac
Fairview Corporation Limited**

TO : FISHMAN FLANZ MELAND PAQUIN LLP
1250 René-Lévesque Boulevard West, Suite 4100
Montréal QC H3B 4W8
Me Ronald M. Auclair
email : rauclair@ffmp.ca

**Attorneys for Stichting
Homburg Capital Securities**

TO : STIKEMAN ELLIOTT
1155 René-Lévesque Boulevard West
Montréal QC H3B 3V2

**Attorneys for Stichting
Homburg Bonds**

Me Guy P. Martel
Me Joseph Reynaud
Me Warren Katz
Me Charles Nadeau
Me Claire Zikovsky
Me Danny Duy Vu
Me Nathalie Nouvet
email : gmartel@stikeman.com
jreynaud@stikeman.com
wkatz@stikeman.com
cnadeau@stikeman.com
czikovsky@stikeman.com
ddvu@stikeman.com
nnouvet@stikeman.com

TO : FRASER MILNER CASGRAIN LLP
1 Place Ville Marie, Suite 3900
Montréal QC H3B 4M7

**Attorneys for Tucker
Wireline Services Canada Inc.**

Me Louis Dumont
Me Stephanie Campbell
Me Martin Poulin
email : louis.dumont@fmc-law.com
stephanie.campbell@fmc-law.com
martin.poulin@fmc-law.com

TO : HEENAN BLAIKIE LLP
215 – 9th Avenue S.W., Suite 1900
Calgary AB T2P 1K3

**Attorneys for Surge Energy
Inc.**

Me Caireen E. Hanert
Me Nicholas Plourde
email : chanert@heenan.ca
nplourde@heenan.ca

TO : HEENAN BLAIKIE LLP
1250 René-Lévesque Boulevard West, Suite 2500
Montréal QC H3B 4Y1

**Attorneys for Surge Energy
Inc.**

Me Michael Hanlon
email : mhanlon@heenan.ca

TO : NORTON ROSE CANADA LLP
3700 Canterra Tower, 400 – 3rd Avenue S.W.
Calgary AB T2P 4H2
Me Judson Virtue
email : jud.virtue@nortonrose.com

**Attorneys for bcIMC Realty
Corporation**

TO : CATALYST CAPITAL GROUP INC.
Royal Trust Tower
77 King Street West, Suite 4320
POBox 212
Toronto ON M5K 1J3

Gabriel de Alba
Zach Michaud
email: gdealba@catcapital.com
zmichaud@catcapital.com

TO : McMILLAN LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto ON M5J 2T3

**Attorneys for Catalyst Capital
Group Inc.**

Me Andrew J.F. Kent
email : andrew.kent@mcmillan.ca

TO : McMILLAN LLP
1000 Sherbrooke Street West, Suite 2700
Montréal QC H3A 3G4

**Attorneys for Catalyst Capital
Group Inc.**

Me Nicholas Scheib
Me Marc-André Morin
Me Charles Chevrette
email : nicholas.scheib@mcmillan.ca
marc-andre.morin@mcmillan.ca
charles.chevrette@mcmillan.ca

TO : McMILLAN LLP
1000 Sherbrooke Street West, Suite 2700
Montréal QC H3A 3G4

**Attorneys for DEGI Homburg
Harris Limited Partnership**

Me Éric Vallières
email : eric.vallieres@mcmillan.ca

TO : NORTON ROSE CANADA LLP

Attorneys for Taberna

1 Place Ville Marie, Suite 2500
Montréal QC H3B 1R1

**Europe CDO I PLC, Taberna
Europe CDO II PLC,
Taberna Preferred Funding
VIII, Ltd and Taberna
Preferred Funding VI, Ltd.**

**Me Sylvain Rigaud
Me Arnold Cohen
Me Philippe Giraldeau**

email : sylvain.rigaud@nortonrose.com
arnold.cohen@nortonrose.com
philippe.giraldeau@nortonrose.com

TO : WALSH WILKINS CREIGHTON LLP
2800 – 801 6th Avenue S.W.
Calgary, Alberta T2P 4A3

**Attorneys for Lafarge Canada
Inc.**

Me Raymond G. Hunt

email : rhunt@walshlaw.ca

TO : STONES CARBERT WAITE WELLS LLP
2000 Encor Place | 645 – 7th Ave S.W.
Calgary AB T2P 4G8

**Attorneys for NORR
Architects Planners**

Me Kelly Patrick Colborne

email : colborne@scwlawyers.com

TO : KUGLER KANDESTIN LLP
1 Place Ville Marie, Suite 2101
Montréal QC H3B 2C6

**Attorneys for Avison Young
Real Estate Alberta Inc.**

Me Gordon Levine

email : glevine@kugler-kandestin.com

TO : WELLS FARGO BANK, N.A.
Corporate Trust Services
9062 Old Annapolis Road
MAC: N2702-011
Columbia, Maryland 21045

Wells Fargo Bank N.A.

**William Fay
Default & Restructuring Account
Manager**

email : bill.fay@wellsfargo.com

TO : **NOVA SCOTIA SECURITIES COMMISSION** **Nova Scotia Securities
Commission**
CIBC Building
1809 Barrington Street, Suite 501
Halifax NS B3J 3K8
Me Stephanie Atkinson
Enforcement Counsel
email : atkinssj@gov.ns.ca

TO : **DEPARTMENT OF JUSTICE CANADA**
Tax Litigation Directorate
Québec Regional Office
Guy-Favreau Complex, East Tower, 9th Floor
200 René-Lévesque Boulevard West
Montréal QC H2Z 1X4
Me Kim Sheppard
email : kim.sheppard@justice.gc.ca

TO : **THE LAW FIRM OF W. DONALD
GOODFELLOW, Q.C.** **Attorneys for Centron
Construction Corp.**
999 – 8th Street S.W., Suite 715
Calgary AB T2R 1J5
Me W. Donald Goodfellow
Me Philip R. Biggar
email : wdonald@goodfellowqc.com
pbiggar@goodfellowqc.com

TO : **LAVERY, DE BILLY LLP**
1 Place Ville-Marie, Suite 4000
Montréal QC H3B 4M4
Me Jonathan Warin
Me Jean-Yves Simard
email : jwarin@lavery.ca
jysimard@lavery.ca

TO : **DAVIS LLP** **Attorneys for Valbonne Real
Estate B.V.**
1501 McGill College Avenue, Suite 1400
Montréal QC H3A 3M8
Me Mélanie Martel
email : mmartel@davis.ca

TAKE NOTICE that the *Motion for the issuance of an order for the convening, holding and conduct of a creditors' meeting in respect of Homco Realty Fund (61) Limited Partnership and other relief* will be presented for hearing and allowance in the Superior Court, commercial division, at the Montréal Courthouse, 1 Notre-Dame Street East, Montréal, on April 26, 2013, at 9 a.m., or so soon thereafter as counsel may be heard, and in a room to be announced.

PLEASE ACT ACCORDINGLY.

MONTREAL, April 25, 2013

Osler, Hoskin & Harcourt LLP

OSLER, HOSKIN & HARCOURT LLP

Attorneys for the Debtors and Mises-en-cause

No: 500-11-041305-117

SUPERIOR COURT
(Commercial Division)
DISTRICT OF MONTRÉAL

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

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

Petitioner

**-and-
HOMBURG INVEST INC. ET AL.**

Debtors

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

Mises-en-cause

**-and-
SAMSON BÉLAIR/DELOITTE & TOUCHE INC.**

Monitor

**MOTION FOR AN ORDER FOR THE CONVENING,
HOLDING AND CONDUCT OF A CREDITORS' MEETING
IN RESPECT OF HOMCO REALTY FUND (61) LIMITED
PARTNERSHIP AND OTHER RELIEF (Sections 4, 5, 9, 10 and
11 of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c.
C-36), AFFIDAVIT, NOTICE OF PRESENTATION**

ORIGINAL

Mtre. Martin Desrosiers
Mtre. Sandra Abitan

Osler, Hoskin & Harcourt LLP

1000 De La Gauchetière Street West, Suite 2100

Montréal, Québec H3B 4W5

Tel: 514.904.8100

Fax: 514.904.8101

Code : BO 0323

o/f: 1131787