

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

No.: 500-11-041305-117

**SUPERIOR COURT  
(Commercial Division)**

(Sitting as Court designated pursuant to the  
*Companies' Creditors Arrangement Act*, R.S.C.,  
c. C-36, as amended)

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

**HOMBURG INVEST INC.**

-and-

**HOMBURG SHARECO INC.**

-and-

**CHURCHILL ESTATES DEVELOPMENT LTD.**

-and-

**INVERNESS ESTATES DEVELOPMENT LTD.**

-and-

**CP DEVELOPMENT LTD.**

Debtors

-and-

**THE ENTITIES LISTED IN ANNEX I**

Mise-en-cause

-and-

**SAMSON BELAIR/DELOITTE & TOUCHE INC.**

Monitor

-and-

**TABERNA EUROPE CDO I P.L.C.**

-and-

**TABERNA EUROPE CDO II P.L.C.**

-and-

**TABERNA PREFERRED FUNDING VIII, LTD.**

-and-

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**MOTION FOR THE ADVANCING OF FEES, DISBURSEMENTS AND  
EXPENSES OF THE TABERNA NOTEHOLDERS AND THEIR ADVISORS**  
(Section 11.52 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36)

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TO THE HONOURABLE LOUIS GOUIN J.S.C. OR TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN COMMERCIAL DIVISION, IN AND FOR THE JUDICIAL DISTRICT OF MONTRÉAL, THE PETITIONERS RESPECTFULLY SUBMIT THE FOLLOWING:

**I. PREAMBLE**

1. On September 9, 2011, this Court issued an order (as the same has been amended by this Court prior to the date hereof, the "**Initial Order**") pursuant to the *Companies' Creditors Arrangements Act* (the "**CCAA**") in respect of Homburg Invest Inc. ("**HII**"), Homburg ShareCo Inc. ("**ShareCo**"), Churchill Estates Development Ltd. ("**Churchill**"), Inverness Estates Development Ltd. ("**Inveness**") and CP Development Ltd. ("**CP**", and together with HII, ShareCo, Churchill and Inverness, the "**Debtors**");
2. Pursuant to the Initial Order, Samsom Bélair/Deloitte & Touche Inc. was appointed as monitor of the Debtors (the "**Monitor**") and a stay of proceedings (the "**Stay of Proceedings**") was ordered until October 7, 2011, subject to further extensions (the "**Stay Period**");
3. In addition to granting court protection in favour of the Debtors, the Initial Order extended the Stay of Proceedings to a number of limited partnerships in which the Debtors hold interests;
4. The Petitioners, in the context of the present motion, are four corporations in favour of which HII issued notes, namely Taberna Preferred Funding VI, Ltd. ("**Taberna VI**"), Taberna Preferred Funding VIII, Ltd. ("**Taberna VIII**"), Taberna Europe CDO I P.L.C. ("**Taberna Europe I**") and Taberna Europe CDO II P.L.C. ("**Taberna Europe II**") or their respective assigns (hereinafter collectively, the "**Taberna Noteholders**" or the "**Petitioners**");
5. The Petitioners are unsecured creditors of HII and together represent nearly 10% of HII's debt (excluding the indebtedness of various limited partnerships and related entities);

**II. ORDER SOUGHT**

6. The Petitioners request an order from this Court amending the Initial Order by adding thereto paragraph 41.2 to read as follows:

41.2 The Debtors be ordered to pay the on the same payment terms as the fees and disbursements payable by the Petitioners pursuant to paragraph [41] of the Initial Order, amounts equivalent to the reasonable fees and expenses incurred in connection with the CCAA proceedings and the restructuring by the directors, legal counsel and financial advisors of the Taberna Noteholders, which advances shall become due and payable to the Debtors immediately prior to any distribution of HII's creditors and shall be set-off/compensated against the aggregate amount of any distribution to be made payable to or for the benefit of the Taberna Noteholders;

### III. BACKGROUND

#### 1) Issuance of notes

7. Reference is made to (i) a indenture, dated July 26, 2006, for the issuance of US \$20,000,000 notes due 2036 (the "**Original U.S. Indenture**") between HII and Wells Fargo Bank, N.A., as trustee ("**Homburg U.S. Indenture Trustee**"), (ii) a indenture, dated as of July 26, 2006, for the issuance of €25,000,000 notes due 2036 (as amended, restated and supplemented from time to time, the "**Original Euro Indenture**"), between HII and Wells Fargo Bank, N.A., as trustee ("**Homburg Euro Indenture Trustee**"), (iii) a Exchange Agreement, dated as of February 28, 2011 among HII, Taberna VIII, Taberna Europe I and Taberna Europe II (the "**Taberna VIII/Taberna Europe Exchange Agreement**"), (iv) an amended and restated supplemental indenture for the issuance of US \$12,000,000 notes due 2036, dated as of February 28, 2011, between HII and the Homburg U.S. Indenture Trustee on behalf of the Taberna VI noteholders (as amended, restated and supplemented from time to time, the "**Homburg/Taberna VI Supplemental Indenture**"), (v) a indenture for the issuance of US \$8,000,000 notes due 2036, dated as of February 28, 2011, between HII and the Homburg U.S. Indenture Trustee on behalf of the Taberna VIII noteholders (as amended, restated and supplemented from time to time, the "**Homburg/Taberna VIII Indenture**"), and (vi) a indenture for the issuance €25,000,000 notes due 2036, dated as of February 28, 2011, between HII and the Homburg Euro Indenture Trustee on behalf of the Taberna Europe I noteholders and the Taberna Europe II noteholders (as amended, restated and supplemented from time to time, the "**Homburg/Taberna Europe Indenture**");
8. Pursuant to the Original U.S. Indenture:
- a. Taberna VI was the beneficial owner of a US \$12,000,000 interest (the "**Taberna VI Note**") in a note in the original principal amount of US \$20,000,000 issued by HII;
  - b. Taberna VIII was the beneficial owner of a US \$8,000,000 interest (the "**Taberna VIII Note**") in a note in the original principal amount of US \$20,000,000 issued by HII (the "**Taberna VI Note**" and together with the "**Taberna VIII Note**", the "**Original U.S. Notes**");
9. Pursuant to the Original Euro Indenture:
- a. Taberna Europe I was the holder of a note in the original principal amount of €20,000,000 issued by HII (the "**Taberna Europe I Note**");
  - b. Taberna Europe II was the holder of a junior subordinated note in the original principal amount of €5,000,000 issued by HII (the "**Taberna Europe II Note**" and together with the Taberna Europe I Note, the "**Original Euro Notes**");
- #### 2) Issuance of secured notes by Taberna Noteholders
10. On July 27, 2006, Taberna VI issued various secured notes to differing classes of its noteholders pursuant to a certain indenture, dated as of July 27, 2006 (the "**Taberna VI Indenture**"), among Taberna VI, as issuer, Taberna Preferred Funding VI, Inc., as Co-Issuer and JPMorgan Chase Bank, National Association, as trustee ("**Taberna VI CDO Trustee**");
11. Pursuant to the Taberna VI Indenture, Taberna VI granted to the Taberna VI Indenture Trustee, for the benefit of the various noteholders, rights with respect to substantially all of the assets of Taberna VI (the "**Taberna VI CDO Collateral**"), which Taberna VI CDO Collateral included, at all times prior to and following February 28, 2011, the Taberna VI Note;

12. Taberna Europe I issued various secured notes to differing classes of its noteholders pursuant to a certain trust deed, dated as of January 31, 2007 (the "**Taberna Europe I Trust Deed**"), among notably Taberna Europe I, as issuer and BNY Corporate Trustee Services, Limited, as trustee (the "**Taberna Europe I CDO Trustee**");
13. Pursuant to the Taberna Europe I Trust Deed, Taberna Europe I granted to the Taberna Europe I CDO Trustee, for the benefit of the various noteholders, rights with respect to substantially all of the assets of Taberna Europe I (the "**Taberna Europe I CDO Collateral**"), which Taberna Europe I CDO Collateral included at all times prior to February 28, 2011, the Original Euro Notes held by Taberna Europe I and, as a result of the execution and delivery of the Exchange Agreement, at all times on and after February 28, 2011, the New Taberna Europe I Euro Notes;
14. Taberna Europe II issued various secured notes to differing classes of its noteholders pursuant to a certain amended and restated trust deed dated as of October 25, 2007 (as so amended, restated and supplemented from time to time, the "**Taberna Europe II Trust Deed**"), among notably Taberna Europe II, as issuer and Citicorp Trustee Company Limited, as trustee (the "**Taberna Europe II CDO Trustee**");
15. Pursuant to the Taberna Europe II Trust Deed, Taberna Europe II granted to the Taberna Europe II CDO Trustee, for the benefit of the various noteholders, rights with respect to substantially all of the assets of Taberna Europe II (the "**Taberna Europe II CDO Collateral**"), which Taberna Europe II CDO Collateral included at all times prior to February 28, 2011, the Original Euro Notes held by Taberna Europe II and, as a result of the execution and delivery of the Exchange Agreement, at all times on and after February 28, 2011, the New Taberna Europe II Euro Notes;
16. On March 29, 2007, Taberna VIII issued various secured notes to differing classes of its noteholders pursuant to a certain indenture, dated as of March 29, 2007 (the "**Taberna VIII Indenture**"), among Taberna VIII, as issuer, Taberna Preferred Funding VIII, Inc., as Co-Issuer and The Bank of New York Trust Company, National Association, as trustee ("**Taberna VIII CDO Trustee**");
17. Pursuant to the Taberna VIII Indenture, Taberna VIII granted to the Taberna VIII Indenture Trustee, for the benefit of the various noteholders, rights with respect to substantially all of the assets of Taberna VIII (the "**Taberna VIII CDO Collateral**"), which Taberna VIII CDO Collateral included, at all times prior to and following February 28, 2011, the Taberna VIII Note;

### 3) **Exchange/Amendment Transaction**

18. In an effort to accommodate certain requests by HII to modify the terms of the Original Notes, on February 28, 2011, HII, Taberna VIII, Taberna Europe I and Taberna Europe II executed and delivered the Exchange Agreement, pursuant to which:
  - a. Taberna Europe I exchanged its Original Euro Notes for certain new notes of HII in the original principal amount of €20,000,000 (the "**New Taberna Europe I Euro Notes**") issued pursuant to the Homburg/Taberna Europe Indenture;
  - b. Taberna Europe II exchanged its Original Euro for certain new notes of HII in the original principal amount of €5,000,000 (the "**New Taberna Europe II Euro Notes**") issued pursuant to the Homburg/Taberna Europe Indenture;
  - c. Taberna VIII exchanged its Taberna VIII Note in the original principal amount of US \$8,000,000 for a new note of HII due 2036 in the aggregate principal amount of US \$8,000,000 (the "**New Taberna VIII Note**") issued pursuant to the Homburg/Taberna VIII Indenture;

19. In light of certain limitations set forth in the Taberna VI Indenture, Taberna VI was unable to participate to the Exchange Agreement with respect to the Taberna VI Note. However, in an effort to accommodate certain requests by HII to modify the terms of the Original Notes, the terms and provisions of the Taberna VI Note were amended in accordance with the Homburg/Taberna VI Supplemental Indenture;
20. In light of the above, as of the date of the Initial Order and through the date of this Motion:
  - a. Taberna VI beneficially holds the Taberna VI Note in the principal amount of US \$12,000,000 which is governed by the Homburg/Taberna VI Supplemental Indenture;
  - b. Taberna VIII beneficially holds New Taberna VIII Note in the principal amount of US \$8,000,000 which is governed by the Homburg/Taberna VIII Indenture;
  - c. Taberna Europe I beneficially holds New Taberna Europe I Euro Notes in the principal amount of €20,000,000 which are governed by the Homburg/Taberna Europe Indenture; and
  - d. Taberna Europe II beneficially holds New Taberna Europe II Euro Notes in the principal amount of €5,000,000 which are governed by the Homburg/Taberna Europe Indenture;

#### 4) Collateral Management

21. Each of the Taberna Noteholders are entities established for the purposes of investing in securities such as the notes issued by HII (sometimes commonly referred to as “CDOs”). CDOs typically are capitalized by issuing securities to their noteholders with the proceeds of such issuances being used by the CDO to invest in securities such as the notes issued by HII. The securities purchased by the CDOs are (i) pooled together and pledged to the CDO’s trustee for the benefit of the CDO’s noteholders and (ii) managed by a collateral manager for the benefit of the CDO’s noteholders. In respect of the Taberna Noteholders more specifically, the various notes issued to the Taberna Noteholders were pledged to the trustees for Taberna VI, Taberna VIII, Taberna Europe I and Taberna Europe II, respectively and managed as follows.
22. The Taberna VI Indenture appointed Taberna Capital Management, LLC (“**TCM**”) as the collateral manager (the “**Taberna VI Collateral Manager**”) and granted to it certain rights and responsibilities with respect to management of the Taberna VI CDO Collateral as set forth in that certain collateral management agreement, dated as of June 27, 2006, by and between Taberna VI and the Taberna VI Collateral Manager (the “**Taberna VI Collateral Management Agreement**”);
23. As of April 21, 2010, TP Management LLC (“**TPM**”), pursuant to certain agreements between TPM and TCM, became the Taberna VI Collateral Manager;
24. For purposes of the Taberna VI Indenture, the Taberna VI Note constitutes a Collateral Security and Pledged Security (as those terms are defined in the Taberna VI Indenture) of Taberna VI and, as a result of the CCAA proceedings, the Taberna VI Note constitutes a Defaulted Security (as that term is defined in the Taberna VI Indenture);
25. As such, the Taberna VI CDO Trustee is required to act with respect to the Taberna VI Note in accordance with the instructions of the Taberna VI Collateral Manager;

26. Pursuant to that certain Collateral Management Agreement, dated January 31, 2007 (the "**Taberna Europe I Collateral Management Agreement**"), among notably Taberna Europe I and TCM, Taberna Europe I appointed TCM as the collateral manager (the "**Taberna Europe I Collateral Manager**") and granted to it certain rights and responsibilities with respect to management of the Taberna Europe I CDO Collateral;
27. As of April 21, 2010, TPM, pursuant to certain agreements between TPM and TCM, became the Taberna Europe I Collateral Manager;
28. For purposes of the Taberna Europe I Deed of Trust, (i) the New Taberna Europe I Euro Note constitutes a Collateral Debt Security (as that term is defined in the Taberna Europe I Deed of Trust) and (ii) pursuant to the Taberna Europe I Collateral Management Agreement, Taberna Europe I authorizes the Taberna Europe I Collateral Manager to "exercise all rights and remedies of [Taberna Europe I] in relation to any Collateral Debt Security";
29. Pursuant to that certain Collateral Management Agreement, dated September 13, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Taberna Europe II Collateral Management Agreement**"), among notably Taberna Europe II and TCM, Taberna Europe I appointed TCM as the collateral manager (the "**Taberna Europe II Collateral Manager**") and granted to it certain rights and responsibilities with respect to management of the Taberna Europe II CDO Collateral;
30. For purposes of the Taberna Europe II Deed of Trust, (i) the New Taberna Europe II Euro Note constitutes a Collateral Debt Security (as that term is defined in the Taberna Europe II Deed of Trust) and (ii) pursuant to the Taberna Europe II Collateral Management Agreement, Taberna Europe II authorizes the Taberna Europe II Collateral Manager to "exercise all rights and remedies of [Taberna Europe II] in relation to any Collateral Debt Security";
31. Pursuant to that certain Collateral Management Agreement, dated March 29, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Taberna VIII Collateral Management Agreement**"), among notably Taberna VIII and TCM, Taberna VIII appointed TCM as the collateral manager (the "**Taberna VIII Collateral Manager**") and granted to it certain rights and responsibilities with respect to management of the Taberna VIII CDO Collateral;
32. For purposes of the Taberna VIII Indenture, the Taberna VIII Note constitutes a Collateral Security (as that term is defined in the Taberna VIII Indenture) and, as a result of the CCAA proceedings, the Taberna VIII Note constitutes a Defaulted Security (as that term is defined in the Taberna VIII Indenture);
33. As such, the Taberna VIII CDO Trustee is required to act with respect to the Taberna VIII Note in accordance with the instructions of the Taberna VIII Collateral Manager;
34. The Taberna Noteholders have retained the services of the undersigned attorneys as Canadian counsel in order to assist them in connection with these CCAA proceedings and advise them as to their duties, rights and remedies, as well as to represent them before this Court;
35. Also in order to minimize costs, duplication of effort and unnecessary additional expenses, the Taberna Noteholders have also retained common US counsel (Hunton & Williams) and financial advisors (KPMG) for the purpose of these CCAA proceedings;

5) **The Initial Order**

36. The Debtors and the Monitor have respectively retained Osler Hoskin & Harcourt LLP and McCarthy Tetrault LLP to advise and represent them in these CCAA proceedings. Furthermore, the Debtors and the Monitor have also respectively retained Allen & Overy LLP and Clifford Chance LLP as Dutch counsel;
37. The Initial Order issued by this Court ordered the payment of the fees and disbursements incurred by the Monitor and the Debtors' legal and financial advisors in connection with this restructuring in the following terms:

[41] **ORDERS** that the Petitioners shall pay the fees and disbursements of the Monitor, the Monitor's legal counsel, the Petitioners' legal counsel and other advisors, incurred in connection with or with respect to the Restructuring, whether incurred before or after the Order, and shall provide each with a reasonable retainer in advance on account of such fees and disbursements, if so requested.

38. The Initial Order also created, at paragraph 42, a \$2 million Administration Charge on the Property in order to guarantee the payment of these professional fees:

[42] **DECLARES** that the Monitor, the Monitor's legal counsel, if any, the Petitioners' legal counsel and the Monitor and the Petitioners' respective advisers, as security for the professional fees and disbursements incurred both before and after the making of the Order in respect of these proceedings, the Plan and the Restructuring, be entitled to the benefit of and are hereby granted a charge and security in the Property to the extent of the aggregate amount of \$2,000,000 (the **Administration Charge**), having the priority established by paragraphs [43] and [44] hereof.

39. Paragraphs 43 and 44 of the Initial Order provide that the Administration Charge created in the above paragraph shall rank after "*any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind*" but before the Directors' Charge created in paragraph 26 of the Initial Order and before unsecured claims;

**IV. GROUNDS FOR THIS MOTION**

40. The Petitioners represent a significant portion of HII's creditors and are holders of a class of notes issued by HII<sup>1</sup>, with particular rights and interests differing from those of other parties represented in these CCAA proceedings;
41. Considering the particular nature of the debts, liabilities and obligations giving rise to the Petitioners' claims, they represent a specific class of creditors in the context of any plan of compromise or arrangement proposed by the Debtors;
42. It is respectfully submitted that, considering the size and complexity of the business being restructured, the Petitioners must be properly informed, consulted and represented in the context of these CCAA proceedings;
43. Without the issuance of the order requested herein, the Petitioners may not be in a position to continue retaining and instructing legal counsel in the context of these proceedings, or continue retaining financial advisors to prepare for meaningful negotiations with respect to this restructuring;

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<sup>1</sup> Monitor's second report dated October 5, 2011, at par. 119 and 128 and Appendixes G and J.

44. As previously stated in order to minimize costs, duplication of effort and unnecessary additional expenses,, the Taberna Noteholders have retained common Canadian and U.S. counsels, as well as a common financial advisor;
45. It appears that:
- a. HII is a party to a Trust Indenture made as of June 1<sup>st</sup>, 2006 (the “**Corporate Bonds Trust Indenture**”) with Stichting Homburg Bonds, providing for the issuance of unlimited corporate bonds in one or more series (the “**Corporate Bonds**”). There are currently four outstanding series of Corporate Bonds (HB8, HB9, HB10 and HB11) in the aggregate amount of €310,000,000;
  - b. ShareCo is a party to a Trust Indenture dated as of December 15, 2002 (the “**Mortgage Bond Trust Indenture**”) with Stichting Homburg Mortgage Bonds, providing for the issuance of unlimited mortgage bonds in one or more series (the “**Mortgage Bonds**”). There are currently four outstanding series of Mortgage Bonds (HMB4, HMB5, HMB6 and MMB7) in the aggregate amount of € 102,500,000. The obligations of ShareCo under the Mortgage Bonds are guaranteed by HII pursuant to a Guarantee Agreement made by HII in favour of Stichting Homburg Mortgage Bonds;
  - c. Is a party to a Trust Indenture made as of February 28, 2009 with Homburg Stichting Capital Securities, providing for the issuance of 99-year unsecured and subordinated debt obligations bearing interest at 9.5 % per year, payable quarterly in arrears until maturity on February 27, 2018 (commonly referred to as “**Homburg Capital Securities A**” or the “**Perpetual Debt**”);
- (Stichting Trustees for the Corporate Bonds, Mortgage Bonds and Perpetual Debt, hereinafter collectively referred to as the “**Stichting Trustees**”);
46. Moreover, the Stichting Trustees, which will effectively control or at the very least have a right of veto over any CCAA plan, are seeking to obtain similar protection by way of their December 28, 2011 *Amended Motion for the payment of fees, disbursements and expenses of the Indenture Trustees and the Trustees’ Advisor and related relief*,
47. Unless the present Motion is granted, the granting of the Stichting Trustees’ Amended Motion (referred to above) would create further imbalance and impair the right of the Taberna Noteholders, in the context of the CCAA proceedings;
48. As described above, the Taberna Notes are all held by Taberna CDO Trustees which themselves each hold, on behalf of the various Taberna noteholders, a large basket of other securities (of which the Taberna Notes issued by HII only represent a fraction). Each Taberna entity is intended to be and remain essentially a fully invested pools of securities, and outside of the regular and budgeted fees with respect to the issuance and listing of the respective securities issued by such entity, each of the Taberna entities have limited resources to incur and pay incremental fees such as those resulting from the events of default under the note issued by HII;
49. It would be inappropriate and unfair to deny the Petitioners the means to participate in a CCAA process which will profoundly impact their rights and interests;
50. It is fair and reasonable that the Petitioners and their advisors benefit from the Administration Charge to the same extent as the legal counsel and financial advisers who are currently assisting the Debtors and the Monitor, and also as requested by the Stichting Trustees by way of their Amended Motion (referred to above);



51. The Petitioners' request will not prejudice the Debtors' secured creditors in light of the fact that the Administration Charge ranks after any and all secured claims pursuant to paragraphs 43 and 44 of the Initial Order;

**V. CONCLUSIONS**

52. The amendments to the Initial Order sought herein are fair and reasonable and in the interest of the Debtors and their stakeholders;

53. Considering the urgency of the situation, the Petitioners request the provisional execution of the orders sought herein to be rendered notwithstanding any appeal;

54. The present Motion is well founded in fact and in law.

**WHEREFORE, MAY THIS COURT:**

[1] **GRANT** the Petitioners' *Motion for the Advancing of Fees, Disbursements and Expenses of the Taberna Noteholders and Related Relief* (the **Motion**);

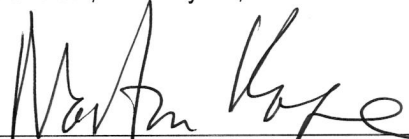
[2] **AMEND** the Initial Order issued by this Court on September 9, 2011 by adding thereto paragraph 41.2 reading as follows:

41.2 The Debtors be ordered to pay the on the same payment terms as the fees and disbursements payable by the Petitioners pursuant to paragraph [41] of the Initial Order, amounts equivalent to the reasonable fees and expenses incurred in connection with the CCAA proceedings and the restructuring by the directors, legal counsel and financial advisors of the Taberna Noteholders, which advances shall become due and payable to the Debtors immediately prior to any distribution of HII's creditors and shall be set-off/compensated against the aggregate amount of any distribution to be made payable to or for the benefit of the Taberna Noteholders;

[3] **ORDER** the provisional execution of this Order to be rendered herein, notwithstanding any appeal;

[4] **WITHOUT COSTS**, save and except in the event of contestation.

Montréal, January 18, 2012

  
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**NORTON ROSE CANADA LLP**  
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P.L.C., TABERNA EUROPE CDO II P.L.C.,  
TABERNA PREFERRED FUNDING VIII, LTD. AND  
TABERNA PREFERRED FUNDING VI, LTD.

## ANNEX I

### APPLICANT PARTNERSHIPS

1. HOMCO REALTY FUND (52) LIMITED PARTNERSHIP
2. HOMCO REALTY FUND (53) LIMITED PARTNERSHIP
3. HOMCO REALTY FUND (88) LIMITED PARTNERSHIP
4. HOMCO REALTY FUND (89) LIMITED PARTNERSHIP
5. HOMCO REALTY FUND (92) LIMITED PARTNERSHIP
6. HOMCO REALTY FUND (105) LIMITED PARTNERSHIP
7. HOMCO REALTY FUND (121) LIMITED PARTNERSHIP
8. HOMCO REALTY FUND (122) LIMITED PARTNERSHIP
9. HOMCO REALTY FUND (142) LIMITED PARTNERSHIP
10. HOMCO REALTY FUND (199) LIMITED PARTNERSHIP



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Commission**

**TAKE NOTICE** that the *Motion for the Advancing of Fees, Disbursements and Expenses of the Taberna Noteholders and their Advisors* will be presented before the Honourable Louis Gouin j.s.c. or one of the Honourable Judges of the Superior Court, sitting in the District of Montréal, at the Montréal Court House, 1 Notre-Dame Street West, Montréal, Quebec, on January 20, 2012, in a room to be announced shortly.

**DO GOVERN YOURSELVES ACCORDINGLY.**

Montréal, January 18, 2012



**NORTON ROSE CANADA LLP**  
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