

8.7 Obligations

The Parties acknowledge that the obligations of Fund hereunder shall not be personally binding upon any of the trustees of the Fund or Fund Securityholders and that any recourse against Fund or any Fund Securityholder in any manner in respect of any indebtedness, obligation or liability of Fund arising hereunder or arising in connection herewith or from the matters to which this Agreement relates, if any, including, without limitation, based on negligence or otherwise tortious behaviour, shall be limited to, and satisfied only out of, the Fund Assets as defined in the Fund Declaration of Trust.

8.8 Survival

For greater certainty, once the Articles of Arrangement are, with the agreement of the Parties, filed under the Act to give effect to the Arrangement, the covenants, of the Parties contained in this Agreement shall merge as a result of the completion of the Arrangement and shall not be binding on the Parties thereafter provided that (a) the covenants and agreements of the Parties contained in this Article 8 shall survive the closing and continue indefinitely unless earlier terminated in accordance with their terms, and (b) nothing in this Section 8.8 shall affect, limit or terminate the obligations of the Parties (or any other party including NewCo and CAZ) pursuant to the Plan of Arrangement or the CCAA Approval Order.

8.9 Access to Books and Records

From and after the Effective Time, to the extent that Tahera or NewCo reasonably requires access to any of the Books and Records or other material documentation originals of which have been delivered to Benachee pursuant to Subsection 5.2(m), Benachee agrees to provide reasonable access to or copies of such Books and Records during regular office hours and to the employees of Tahera or NewCo, as the case may be. Benachee agrees that such Books and Records will be maintained and kept available for retrieval until the destruction of such data by Benachee in accordance with its standard data retention policies as applicable from time to time, provided that such destruction shall not take place for a period of at least ten (10) years or such longer period as may be required by applicable legislation.

From and after the Effective Time, to the extent that Benachee reasonably requires access to any of the Books and Records or other material documentation originals or copies of which have not been delivered to Benachee pursuant to Subsection 5.2(m), Tahera and NewCo agree to provide reasonable access to or copies of such Books and Records during regular office hours and to the employees of Benachee. Tahera and NewCo agree that such Books and Records will be maintained and kept available for retrieval until the destruction of such data by Tahera or NewCo in accordance with its standard data retention policies as applicable from time to time, provided that such destruction shall not take place for a period of at least ten (10) years or such longer period as may be required by applicable legislation.

8.10 Further Assurances

Each Party hereto shall, from time to time and at all times hereafter, at the request of the Other Party hereto, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

8.11 Time of Essence

Time shall be of the essence of this Agreement.

8.12 Entire Agreement

This Agreement supersedes all previous agreements and states the entire agreement between the Parties concerning the matters set forth herein. This Agreement may be amended only by written instrument signed by Tahera, Benachee and Fund.

8.13 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

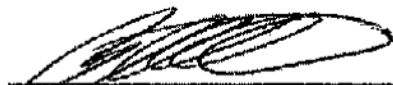
8.14 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement.

TAHERA DIAMOND CORPORATION

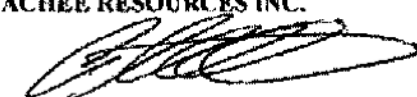
Per: _____



Andrew Gottwald
President of 2192640 Ontario Ltd. in its
capacity as Chief Restructuring Officer

BENACHEE RESOURCES INC.

Per: _____



Andrew Gottwald
President of 2192640 Ontario Ltd. in its
capacity as Chief Restructuring Officer

AG GROWTH INCOME FUND, by its
Administrator, **AG GROWTH INDUSTRIES
LIMITED PARTNERSHIP**, by its General
Partner, **AG GROWTH INDUSTRIES INC.**

Per: _____

Rob Stenson
President

AG GROWTH INDUSTRIES INC.

Per: _____

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Per: _____

Andrew Gottwald
President of 2192640 Ontario Ltd. in its
capacity as Chief Restructuring Officer

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AG GROWTH INCOME FUND, by its
Administrator, **AG GROWTH INDUSTRIES
LIMITED PARTNERSHIP**, by its General
Partner, **AG GROWTH INDUSTRIES INC.**

Per: _____

Rob Stenson
President

AG GROWTH INDUSTRIES INC.

Per: _____

Rob Stenson
President

**Exhibit A to that CBCA Arrangement Agreement
made as of the 19th day of April, 2009
among Benachee Resources Inc., Tahera Diamond Corporation, Ag Growth Income Fund and Ag
Growth Industries Inc.**

CBCA PLAN OF ARRANGEMENT

EXHIBIT A

PLAN OF ARRANGEMENT MADE PURSUANT TO SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT

ARTICLE 1 INTERPRETATION

1.1 In this Plan of Arrangement, the following terms have the following meanings:

- (a) **"Act"** means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as from time to time amended or re-enacted, and all regulations promulgated thereunder;
- (b) **"AGHI"** means AGX Holdings Inc., a corporation incorporated under the Act, and the general partner of AGHLP;
- (c) **"AGHLP"** means AGX Holdings Limited Partnership, a limited partnership established under the laws of the Province of Manitoba;
- (d) **"AGII"** means Ag Growth Industries Inc., a corporation incorporated under the Act, and the general partner of AGLP;
- (e) **"AGLP"** means Ag Growth Industries Limited Partnership, a limited partnership established under the laws of the Province of Manitoba;
- (f) **"AGII DIP Loan"** means the super priority loans advanced to Tahera pursuant to the letter loan agreement dated March 9, 2009, as amended from time to time and as assigned to AGII;
- (g) **"AGII DIP Loan Amount"** means an amount equal to the principal and accrued interest, if any, outstanding under the AGII DIP Loan as at the Effective Time;
- (h) **"AGII DIP Loan Security"** means the general security agreement of Tahera dated March 9, 2009, the guarantee dated March 9, 2009 made by Benachee in respect of the obligations of Tahera pursuant to the AGII DIP Loan and the general security agreement of Benachee dated March 9, 2009, all initially in favour of the Fund and assigned to AGII, and, after completion of the transactions contemplated by Subsection 3.1(a)(ii), includes the guarantee and general security agreement to be provided by NewCo in favour of AGII;
- (i) **"AGII Loan Amount"** means the aggregate amount payable pursuant to the AGII Loan Promissory Note, which amount shall be equal to \$5,000,000;
- (j) **"AGII Loan Promissory Note"** means the promissory note of Benachee, in aggregate principal amount equal to the AGII Loan Amount, to be issued in favour of AGII pursuant to Subsection 3.1(p) hereof in consideration of the loan to Benachee by AGII of an amount equal to the AGII Loan Amount;
- (k) **"Arrangement Agreement"** means the Arrangement Agreement among Tahera, Benachee and the Fund made as of April 19, 2009, as amended from time to time;
- (l) **"Arrangement Resolution"** means the special resolution in respect of the Arrangement to be considered by Fund Securityholders at the Fund Meeting;

- (m) **"Arrangement"** means the arrangement under the provisions of Section 192 of the Act, on the terms and conditions contemplated by this Plan;
- (n) **"Articles of Arrangement"** means one or more articles of arrangement in respect of the Arrangement required under subsection 192(6) of the Act to be filed with the Director after the Final Order has been made;
- (o) **"Assumed Intercompany Debt"** means that principal amount of the Intercompany Debt equal to \$31,060,759 less the Assumed Obligations (other than the Assumed Intercompany Debt) immediately prior to the sale of the Divested Assets by Benachee to NewCo pursuant to Subsection 3.1(a), provided that the Assumed Intercompany Debt shall not be less than \$1.00;
- (p) **"Assumed Obligations"** means all of the debts, liabilities, commitments, Claims, demands and obligations of any nature or kind whatsoever (whether matured or unmatured, known or unknown, accrued, fixed, contingent or otherwise) of Benachee immediately prior to the Effective Time, including, without limitation, any and all such debts, liabilities, commitments Claims, demands and obligations associated with or arising pursuant to the Divested Assets including, without limitation, those associated with or arising pursuant to the agreements, leases, licenses, permits, notes, bonds, mortgages, indentures, contracts and other instruments listed on **Schedule "C"** hereto, the Assumed Intercompany Debt, and all Environmental Obligations, but excluding the obligations of Benachee in respect of the Benachee CAZ Debt Security and the Retained Intercompany Debt which shall be retained as obligations of Benachee after the transfer provided for in Subsection 3.1(a);
- (q) **"Benachee"** means Benachee Resources Inc., a corporation incorporated under the Act;
- (r) **"Benachee CAZ Debt Security"** means the unlimited guarantee dated July 12, 2005 made by Benachee in respect of the obligations of Tahera under the Tahera CAZ Debt secured by a demand debenture dated July 12, 2005 issued by Benachee and a mortgage dated July 12, 2005 made by Benachee and together with an acknowledgement and agreement forming part of a Securities Pledge Agreement of Tahera dated July 12, 2005, all originally made in favour of Laurclon Diamonds Inc. and now held by CAZ as the assignee of Laurclon Diamonds Inc.;
- (s) **"Benachee Preferred Shares"** means the redeemable, retractable Preferred Shares in the capital of Benachee having the rights, privileges, restrictions and conditions set out in **Schedule "A"** hereto;
- (t) **"Benachee Shares"** means the common shares in the capital of Benachee;
- (u) **"Benachee Subordinated Note"** means the non-interest bearing demand promissory note of Benachee, in aggregate principal amount equal to the Benachee Subordinated Note Principal Amount, to be issued in favour of Tahera pursuant to Subsection 3.1(b) hereof in payment of a portion of the Retained Intercompany Debt, which promissory note shall be subordinated in right of repayment to the Remaining Intercompany Debt;
- (v) **"Benachee Subordinated Note Principal Amount"** means that dollar amount which when subtracted from the Retained Intercompany Debt is equal to the Remaining Intercompany Debt;
- (w) **"Business Day"** means a day other than a Saturday, Sunday or a day when banks in the City of Calgary, Alberta, Winnipeg, Manitoba and Toronto, Ontario are not generally open for business;