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- (w) the other provisions set out on the attached **Schedule "B"** shall be added to the articles of Benachee; and
- (x) the initial auditors of Benachee shall be Ernst & Young LLP, who shall continue in office until the close of business of the next annual meeting of the holders of Benachee Shares and the directors of Benachee are authorized to fix the remuneration of such auditors.

ARTICLE 4 CCAA APPROVAL ORDER

4.1 Notwithstanding anything to the contrary contained herein, the Articles of Arrangement shall not be filed with Director until such time as (i) the CCAA Approval Order has become effective and binding; and (ii) the Monitor in the CCAA Proceedings has filed a certificate with the CCAA Court pursuant to the CCAA Approval Order confirming that all documents to implement the transactions herein contemplated have been executed and delivered in escrow pending only the filing of the Articles of Arrangement and the issue of the Certificate in accordance with Section 2.2.

ARTICLE 5 OUTSTANDING CERTIFICATES AND FRACTIONAL SECURITIES

5.1 From and after the Effective Time, certificates formerly representing Fund Securities under the Arrangement shall represent only the right to receive the consideration to which the holders are entitled under the Arrangement, or in the case of Dissenting Securityholders deemed to have participated in the Arrangement pursuant to Section 3.1, to receive the fair value of the Fund Securities represented by such certificates. Holders of Fund Units shall not be entitled to any interest, dividend, premium or other payment on or with respect to the Fund Units.

ARTICLE 6 DISSENTING SECURITYHOLDERS

6.1 Each registered holder of Fund Securities shall have the right to dissent with respect to the Arrangement in accordance with the Interim Order. The Benachee Shares held by a Dissenting Securityholder that were received in exchange for Fund Units or Fund Exchangeable Units, respectively, pursuant to Subsection 3.1(j) or 3.1(k) shall be deemed to be cancelled and such Benachee Shares shall be deemed to no longer be issued and outstanding as of the Effective Time. A Dissenting Securityholder shall, at the Effective Time, cease to have any rights as a holder of Benachee Shares (or, for greater certainty, as a holder of Fund Securities) and shall only be entitled to be paid by Benachee the fair value of the Fund Securities held by such Dissenting Securityholder immediately prior to the Effective Time. A Dissenting Securityholder who for any reason is not entitled to be paid the fair value of the holder's Fund Securities shall not be, or be reinstated as, a securityholder of the Fund or AGHLP or a shareholder of Benachee but shall be treated as if the holder had participated in the Arrangement on the same basis as a non-dissenting holder of Fund Securities. The fair value of the Fund Securities shall be determined as of the close of business on the last Business Day before the day on which the Arrangement is approved by the holders of Fund Securities at the Fund Meeting; but in no event shall the Fund or Benachee be required to recognize such Dissenting Securityholder as a securityholder of the Fund, AGHLP or Benachee after the time at which the step described in Subsection 3.1(j) occurs in the case of the Fund, the step described in Subsection 3.1(k) occurs in the case of AGHLP and the step described in 3.1(n) occurs in the case of Benachee, and the names of such holders shall be removed from the applicable register of securityholders as at such times. For greater certainty, no Fund Securityholder who has voted in favour of the Arrangement shall be entitled to dissent with respect to the Arrangement.

ARTICLE 7 AMENDMENTS

7.1 Benachee and the Fund may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be: (i) set out in writing; (ii) filed with the Court and, if made following the Fund Meeting, approved by the Court; (iii) communicated to Fund Securityholders, if and as required by the Court; and (iv) if such amendment, modification or supplement is material to Benachee, Tahera, CAZ or NewCo, and if proposed after the CCAA Approval Order is issued, approved by the Court in the CCAA proceedings.

7.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Benachee and the Fund at any time prior to or at the Fund Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Fund Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

7.3 Any amendment, modification or supplement to this Plan of Arrangement which is approved by the Court following the Fund Meeting shall be effective only if: (i) it is consented to by the parties to the Arrangement Agreement; (ii) if required by the Court or applicable law, it is consented to by the Fund Securityholders; and (iii) if such amendment, modification or supplement is material to Benachee, Tahera, CAZ or NewCo, and if proposed after the CCAA Approval Order is issued, it is approved by the Court in the CCAA proceedings.

7.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time but shall only be effective if it is consented to by each of Benachee and the Fund, provided that it concerns a matter which, in the reasonable opinion of Benachee and the Fund, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any former holder of Fund Securities, CAZ, NewCo or Tahera.

ARTICLE 8 FURTHER ASSURANCES

Notwithstanding that the transactions or events set out herein shall occur and shall be deemed to occur in the order set out in this Plan without further act or formality, each of Benachee, the Fund, Tahera and CAZ, shall make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein, including, without limitation, any resolution of trustees or directors authorizing the issue, transfer or purchase for cancellation of securities, any security transfer powers evidencing the transfer of securities and any receipt therefore, and any necessary additions to or deletions from securities registers; provided, however, that NewCo shall be solely responsible for, and shall indemnify and hold harmless Benachee in respect of, all costs and expenses associated with any further acts, deeds, agreements, transfers, assurances, instruments or documents required in order to further document or evidence the transfer of the Divested Assets and the assumption the Assumed Obligations including, without limitation all costs and expenses incurred in enforcing this Plan of Arrangement or the CCAA Approval Order in connection therewith.

SCHEDULE "A"
BENACHEE SHARE CAPITAL

The Corporation is authorized to issue an unlimited number of Common Shares, an unlimited number of First Preferred Shares, issuable in series, an unlimited number of Second Preferred Shares, issuable in series, and 4,000,000 5% Class A Cumulative Convertible Redeemable Retractable Preferred Shares (the "Class A Preferred Shares").

COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Common Shares shall be as follows:

1. VOTING

Holders of Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation, except meetings of holders of another class of shares. Each Common Share shall entitle the holder thereof to one vote.

2. DIVIDENDS

Subject to the preferences accorded to holders of Class A Preferred Shares, First Preferred Shares, Second Preferred Shares and any other shares of the Corporation ranking senior to the Common Shares from time to time with respect to the payment of dividends, holders of Common Shares shall be entitled to receive, if, as and when declared by the Board of Directors, such dividends as may be declared thereon by the Board of Directors from time to time.

3. LIQUIDATION, DISSOLUTION OR WINDING-UP

In the event of the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, or any other distribution of its assets among its shareholders for the purpose of winding-up its affairs (such event referred to herein as a "Distribution"), holders of Common Shares shall be entitled, subject to the preferences accorded to holders of Class A Preferred Shares, First Preferred Shares, Second Preferred Shares and any other shares of the Corporation ranking senior to the Common Shares from time to time with respect to payment on a Distribution, to share equally, share for share, in the remaining property of the Corporation.

FIRST PREFERRED SHARES

The rights, privileges, restrictions and conditions attaching to the First Preferred Shares, as a class, shall be as follows:

1. ISSUANCE IN SERIES

- (a) Subject to the filing of Articles of Amendment in accordance with the *Canada Business Corporations Act* (the "Act"), the Board of Directors may at any time and from time to time issue the First Preferred Shares in one or more series, each series to consist of such number of shares as may, before the issuance thereof, be determined by the Board of Directors.
- (b) Subject to the filing of Articles of Amendment in accordance with the Act, the Board of Directors may from time to time fix, before issuance, the designation, rights, privileges, restrictions and conditions attaching to each series of First Preferred Shares including, without limiting the generality of the foregoing, the amount, if any, specified as being payable preferentially to such series on a Distribution; the extent, if any, of further participation on a Distribution; voting rights,

if any; and dividend rights (including whether such dividends be preferential, or cumulative or non-cumulative), if any.

2. LIQUIDATION

In the event of a Distribution, holders of each series of First Preferred Shares shall be entitled, subject to the preference accorded to holders of Class A Preferred Shares but in priority to holders of Common Shares, Second Preferred Shares and any other shares of the Corporation ranking junior to the First Preferred Shares from time to time with respect to payment on a Distribution, to be paid rateably with holders of each other series of First Preferred Shares the amount, if any, specified as being payable preferentially to the holders of such series on a Distribution.

3. DIVIDENDS

The holders of each series of First Preferred Shares shall be entitled, subject to the preference accorded to holders of Class A Preferred Shares but in priority to holders of Common Shares, Second Preferred Shares and any other shares of the Corporation ranking junior to the First Preferred Shares from time to time with respect to the payment of dividends, to be paid rateably with holders of each other series of First Preferred Shares, the amount of accumulated dividends, if any, specified as being payable preferentially to the holders of such series.

SECOND PREFERRED SHARES

The rights, privileges, restrictions and conditions attaching to the Second Preferred Shares, as a class, shall be as follows:

1. ISSUANCE IN SERIES

- (a) Subject to the filing of Articles of Amendment in accordance with the Act, the Board of Directors may at any time and from time to time issue the Second Preferred Shares in one or more series, each series to consist of such number of shares as may, before the issuance thereof, be determined by the Board of Directors.
- (b) Subject to the filing of Articles of Amendment in accordance with the Act, the Board of Directors may from time to time fix, before issuance, the designation, rights, privileges, restrictions and conditions attaching to each series of Second Preferred Shares including, without limiting the generality of the foregoing, the amount, if any, specified as being payable preferentially to such series on a Distribution; the extent, if any, of further participation on a Distribution; voting rights, if any; and dividend rights (including whether such dividends be preferential, or cumulative or non-cumulative), if any.

2. LIQUIDATION

In the event of a Distribution, holders of each series of Second Preferred Shares shall be entitled, subject to the preference accorded to holders of Class A Preferred Shares and First Preferred Shares but in priority to holders of Common Shares and any other shares of the Corporation ranking junior to the Second Preferred Shares from time to time with respect to payment on a Distribution, to be paid rateably with holders of each other series of Second Preferred Shares the amount, if any, specified as being payable preferentially to the holders of such series on a Distribution.

3. DIVIDENDS

The holders of each series of Second Preferred Shares shall be entitled, subject to the preference accorded to the holders of Class A Preferred Shares and First Preferred Shares but in priority to holders of Common Shares and any other shares of the Corporation ranking junior to the Second Preferred Shares from time to time with respect to the payment of dividends, to be paid rateably with holders of each other series of Second Preferred Shares, the amount of accumulated dividends, if any, specified as being payable preferentially to the holders of such series.

CLASS A PREFERRED SHARES

The Class Preferred Shares shall be issued at a deemed price of \$1.00 per share, are limited in number to 4,000,000 and have attached thereto the following rights, privileges, restrictions and conditions:

1. DIVIDENDS

- (a) The holders of Class A Preferred Shares, in priority to the first preferred shares ("**First Preferred Shares**"), the second preferred shares ("**Second Preferred Shares**") and the common shares ("**Common Shares**") of the Corporation and any other shares ranking junior to the Class A Preferred Shares, shall be entitled to receive fixed cumulative preferential cash dividends, as and when declared by the board of directors (the "**Board of Directors**") of the Corporation, out of monies properly applicable to the payment of dividends, at a rate of \$0.05 per share per annum, to accrue from the date of issue, to be payable quarterly in the amount of \$0.0125 per share on March 31, June 30, September 30, and December 31 of each year commencing on September 30, 2009. The holders of the Class A Preferred Shares shall not be entitled to any dividends other than, or in excess of, the fixed, cumulative preferential cash dividends provided for herein.
- (b) Dividends shall be paid by cheque payable at par in lawful money of Canada at any branch in Canada of the Corporation's bankers or any other chartered bank or trust company licensed under the laws of Canada or a province thereof, and payment thereof shall satisfy such dividends. If on any dividend payment date the dividend payable is not paid in full on all of the Class A Preferred Shares then outstanding, such dividend or the unpaid part thereof shall be paid on a subsequent date or dates, to be determined by the Board of Directors after they have determined that the Corporation shall have sufficient monies properly applicable to the payment of the dividend or unpaid part thereof. Dividends which are represented by cheque(s) which has not been presented to the Corporation's bankers for payment or that otherwise remain unclaimed for a period of six (6) years from the date on which they were declared to be payable shall be forfeited to the Corporation.
- (c) Unless all dividends then payable on the Class A Preferred Shares then outstanding accrued up to and including the dividends payable on the immediately preceding dividend payment date have been declared and paid or set apart for payment, or except with the consent in writing of the holders of all of the Class A Preferred Shares then outstanding: (i) no dividends shall be declared or paid on or set apart for payment on the First Preferred Shares, the Second Preferred Shares or the Common Shares or on any shares of any other class of the Corporation ranking junior to the Class A Preferred Shares; (ii) the Corporation shall not purchase or otherwise acquire for value any First Preferred Shares, Second Preferred Shares or Common Share or any shares of any other class of the Corporation ranking junior to the Class A Preferred Shares so long as any Class A Preferred Shares are outstanding; and (iii) except in connection with the exercise of a retraction privilege attaching thereto, the Corporation shall not redeem or purchase or otherwise retire any other shares of the Corporation ranking *pari passu* with the Class A Preferred Shares.

2. LIQUIDATION

- (a) In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets or property of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Class A Preferred Shares shall be entitled to receive \$1.00 per Class A Preferred Share, together with an amount equal to all accrued and unpaid dividends thereon up to and including the date of commencement of such liquidation, dissolution, winding-up or other distribution, whether or not such dividends have been declared and whether or not the Corporation has monies properly applicable to the payment of dividends. In all cases, the holders of Class A Preferred Shares shall be entitled to be paid all such amounts before any assets or property of the Corporation shall be distributed to the holders of any First Preferred Shares, Second Preferred Shares or Common Shares or other shares of the capital of the Corporation, which by their terms rank junior to the Class A Preferred Shares.
- (b) After payment to the holders of the Class A Preferred Shares of the amounts payable to them under paragraph 2(a), they shall not be entitled to any further distribution of the property or assets of the Corporation.

3. REDEMPTION

- (a) Subject to the terms and conditions set forth herein, the Class A Preferred Shares are redeemable by the Corporation. From the date of issuance until June 30, 2010, the Class A Preferred Shares will be redeemable in whole at any time or in part from time to time, at the option of the Corporation and subject to the provision of subsection 36(2) of the *Canada Business Corporations Act* ("CBCA"), as now enacted or as the same may from time to time be amended, re-enacted or replaced (and in the case of such amendment, re-enactment or replacement, any references herein shall be read as referring to such amended, re-enacted or replaced provisions), upon given notice as hereinafter provided, at a price equal to \$1.00 per Share, plus accrued and unpaid cumulative preferential dividends thereon, calculated to but excluding the date fixed for redemption, whether or not such dividends have been declared, the whole being hereinafter referred to as the "redemption price".
- (b) If less than all of the Class A Preferred Shares are at any time to be redeemed, the Class A Preferred Shares to be so redeemed shall be selected by the Board of Directors by lot or in such manner as the Board of Directors in its sole discretion may determine to be equitable, including without limiting the generality of the foregoing, if the Board of Directors so determines, redemption on a pro rata basis (disregarding fractions) according to the number of Class A Preferred Shares held by each of the holders ("Class A Preferred Shareholders") of Class A Preferred Shares. If a part only of the Class A Preferred Shares represented by any certificate are to be redeemed, a new certificate representing the balance of the Class A Preferred Shares shall be issued at the expense of the Corporation upon presentation and surrender of the first mentioned certificate.
- (c) In any case of redemption of Class A Preferred Shares, notice of intention to redeem shall be given by the Corporation in the following manner:
 - (i) notice of intention to redeem Class A Preferred Shares selected for redemption shall be given to each holder of such Class A Preferred Shares, by letter or circular sent by prepaid mail addressed to him at his last address appearing upon the share register of the Corporation and mailed not less than 21 days and not more than 60 days prior to the date fixed for redemption; provided, however that accidental failure to give any such notice to