

90. Mining Lease No. 4631, dated June 22, 2005, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern Development, and De Beers Canada Inc. The lease is for a term of 21 years commencing December 5, 2002.
91. Mining Lease No. 4632, dated June 22, 2005, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern Development, and De Beers Canada Inc. The lease is for a term of 21 years commencing December 5, 2002.
92. Mining Lease No. 4633, dated June 22, 2005, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern Development, and De Beers Canada Inc. The lease is for a term of 21 years commencing December 5, 2002.
93. Mining Lease No. 4634, dated June 22, 2005, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern Development, and De Beers Canada Inc. The lease is for a term of 21 years commencing December 5, 2002.
94. Mining Lease No. 4635, dated June 22, 2005, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern Development, and De Beers Canada Inc. The lease is for a term of 21 years commencing December 5, 2002.
95. Mining Lease No. 4636, dated June 22, 2005, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern Development, and De Beers Canada Inc. The lease is for a term of 21 years commencing December 5, 2002.
96. Mining Lease No. 4637, dated June 22, 2005, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern Development, and De Beers Canada Inc. The lease is for a term of 21 years commencing December 5, 2002.
97. Mining Lease No. 4638, dated June 22, 2005, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern Development, and De Beers Canada Inc. The lease is for a term of 21 years commencing December 5, 2002.
98. Mining Lease No. 4639, dated June 22, 2005, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern Development, and De Beers Canada Inc. The lease is for a term of 21 years commencing December 5, 2002.
99. Mining Lease No. 4640, dated June 22, 2005, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern Development, and De Beers Canada Inc. The lease is for a term of 21 years commencing December 5, 2002.

SCHEDULE "C"**OPERATING AUTHORIZATIONS OF BENACHEE**

1. Jericho Water License (Type A License) Number NWB1JER0410 in the name of Benachee Resources Inc., administered by the Nunavut Water Board, commencing on January 25, 2005 and expiring on December 31, 2010.
2. Quarry Lease Number 76L/3-1-2 in the name of Benachee Resources Inc., administered by Indian and Northern Affairs Canada, commencing on February 1, 2005 and expiring on January 31, 2015.
3. Infrastructure Lease Number 76E/13-2-2 in the name of Benachee Resources Inc., administered by Indian and Northern Affairs Canada, commencing on February 1, 2005 and expiring on January 31, 2025.
4. Authorization Number NU-00-0068 in the name of Benachee Resources Inc., administered by Department of Fisheries and Oceans, commencing on April 15, 2005 and expiring on August 15, 2008.
5. Commercial Lease Number KTCL305D001 in the name of Benachee Resources Inc., administered by Kitikmeot Inuit Association, commencing on July 6, 2005 and expiring on July 6, 2015.
6. Mining Lease No. 3793 dated November 19, 1999 between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern Development, and Benachee Resources Inc. The lease is for a term of 21 years commencing June 9, 1999.
7. Mining Lease No. 3794, dated November 19, 1999, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern Development, and Benachee Resources Inc. The lease is for a term of 21 years commencing June 9, 1999.
8. Mining Lease No. 3795, dated November 19, 1999, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern Development, and Benachee Resources Inc. The lease is for a term of 21 years commencing June 9, 1999.
9. Mining Lease No. 3796, dated November 19, 1999, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern Development, and Benachee Resources Inc. The lease is for a term of 21 years commencing June 9, 1999.
10. Mining Lease No. 3797, dated November 19, 1999, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern Development, and Benachee Resources Inc. The lease is for a term of 21 years commencing June 9, 1999.
11. Mining Lease No. 3798, dated November 19, 1999, between Her Majesty the Queen in right of Canada, as represented by the Minister of the Department of Indian Affairs and Northern

Development, and Benachee Resources Inc. The lease is for a term of 21 years commencing June 9, 1999.

IN THE MATTER OF A PROPOSED COMPROMISE AND ARRANGEMENT IN RESPECT OF TAHERA DIAMOND CORPORATION and
BENACHEE RESOURCES INC.

Court File No.: 08-CL-7355

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

ORDER

ThorntonGroutFinnigan LLP
Barristers and Solicitors
Suite 3200, P.O. Box 329
Canadian Pacific Tower
Toronto-Dominion Centre
Toronto, Ontario
M5K 1K7

Rachelle Moncur (LSUC# 454741)
Tel: 416-304-0538
Fax: 416-304-1313

Lawyers for Caz Petroleum Inc.

**Exhibit C 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.**

FORM OF CAZ SUPPORT AGREEMENT

CREDITOR SUPPORT AGREEMENT

April 19, 2009

CAZ Petroleum Inc.
c/o Thornton Grout Finnigan LLP
Suite 3200, Canadian Pacific Tower
100 Wellington Street West
Toronto-Dominion Centre
Toronto, ON M5K 1K7

Attention: Paul C. Champagne, President

Dear Sirs:

Re: Creditor Support Agreement Respecting the Arrangement Involving, *inter alia*, Tahera Diamond Corporation ("Tahera"), Benachee Resources Inc. ("Benachee") and Ag Growth Income Fund ("Ag Growth")

Tahera, Benachee and Ag Growth have entered into an agreement (the "**CBCA Arrangement Agreement**") dated the date hereof pursuant to which, among other things, Benachee will transfer all of its assets and liabilities to a wholly-owned subsidiary of Tahera, and acquire all of the issued and outstanding trust units of Ag Growth under a plan of arrangement to be made pursuant to the *Canada Business Corporations Act* (the "**CBCA Arrangement**"). In connection with the CBCA Arrangement, Benachee and Tahera will make an application to obtain an Order (the "**CCAA Approval Order**") under the *Companies' Creditors Arrangement Act* (Canada) providing for the release and discharge of Benachee from any and all claims, including any claims of CAZ Petroleum Inc. (the "**Creditor**") substantially in the form attached as Exhibit A to the CBCA Arrangement Agreement. All capitalized terms not otherwise defined herein shall have the meanings given them in the CBCA Arrangement Agreement.

For good and valuable consideration, the receipt of which is hereby acknowledged, the Creditor hereby enters into this Creditor Support Agreement pursuant to which the Creditor agrees to support the CBCA Arrangement and the application to obtain the CCAA Approval Order subject to the terms and conditions of this Creditor Support Agreement.

1. Representations and Warranties of the Creditor

The Creditor represents and warrants to Ag Growth, and acknowledges that Ag Growth is relying upon such representations and warranties in entering into this Creditor Support Agreement and the CBCA Arrangement Agreement, that:

- (a) the Creditor is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario;
- (b) the Creditor has good and sufficient power, authority and right to enter into this Creditor Support Agreement, and carry out its obligations hereunder;
- (c) the execution and delivery of this Creditor Support Agreement and the consummation by the Creditor of its obligations hereunder has been duly authorized;
- (d) this Creditor Support Agreement constitutes a legal, valid and binding obligation of the Creditor enforceable against the Creditor in accordance with its terms, and neither the

execution of this Creditor Support Agreement by the Creditor nor the consummation by the Creditor of the transactions contemplated hereby will constitute a violation of or default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Creditor is a party or by which the Creditor is bound;

- (e) no consent, order, approval or authorization, including without limitation any regulatory approval or order or the consent of any lender to the Creditor, is required in connection with the Creditor's entering into of this Agreement and the Creditor's consummation of the transactions contemplated hereby;
- (f) all of the rights and obligations (the "**Rights and Obligations**") of Laurelton Diamonds Inc. ("**LDI**") under the following agreements and instruments have been duly and validly transferred and assigned to the Creditor, and the Creditor is entitled to the full benefit thereof:
 - (i) credit agreement dated November 5, 2004 among Tahera, Benachee and LDI, as amended from time to time;
 - (ii) securities pledge agreement dated July 12, 2005 by Tahera in favour of LDI
 - (iii) demand debenture dated July 12, 2005 in the principal amount of \$70 million issued to LDI by Tahera;
 - (iv) demand debenture dated July 12, 2005 in the principal amount of \$70 million issued to LDI by Benachee;
 - (v) guarantee by Benachee in favour of LDI dated July 12, 2005;
 - (vi) mortgage dated July 12, 2005 made by Benachee in favour of LDI
 (collectively, the "**Loan Documents**")
- (g) Tahera is indebted to the Creditor in the amount of at least \$50 million, the repayment of which has been guaranteed by Benachee; and
- (h) the Creditor has not sold, pledged, conveyed, transferred, assigned, granted a security interest in, alienated or otherwise encumbered or disposed of any of its right, title or interest in the Loan Documents or the Rights and Obligations thereunder, or agreed to do so.

2. **Covenants of the Creditor**

The Creditor covenants and agrees:

- (a) from the date hereof through the earlier of the Effective Date and the termination of this Creditor Support Agreement in accordance with the terms hereof, not to sell, pledge, convey, transfer, assign, grant a security interest in, alienate or otherwise encumber or dispose of any of its right, title or interest in the Loan Documents or its Rights and Obligations thereunder (except in accordance with the CBCA Arrangement);

C-4

- (b) it will carry out the terms of the CBCA Arrangement, CCAA Approval Order, Interim Order and the Final Order, to the extent applicable to it, provided that nothing requires it to consent to any material modification of the CBCA Arrangement or the transactions contemplated by the CCAA Approval Order or its obligations hereunder and thereunder;
- (c) that it shall not take any action, refrain from taking any action or permit any action to be taken or not taken, inconsistent with the CBCA Arrangement Agreement or the CCAA Approval Order which might reasonably be expected to directly or indirectly interfere or affect the consummation of the CBCA Arrangement and the transactions contemplated by the CCAA Approval Order, and the Creditor shall take all commercially reasonable actions to give effect to the transactions contemplated by the CBCA Arrangement Agreement and the CBCA Arrangement and CCAA Approval Order provided, however, that Creditor shall not be required to pay any amounts or fees whatsoever in connection with the satisfaction of this covenant;
- (d) that it shall not exercise any of its rights under the Loan Documents or at law that would in any manner delay, hinder, prevent, interfere with or challenge the CBCA Arrangement or the transactions contemplated by the CCAA Approval Order including, without limitation, by enforcing any of its rights thereunder or appealing, voting in favour of, or otherwise supporting any proceedings inconsistent with the completion of the CBCA Arrangement and the transactions contemplated by the CCAA Approval Order;
- (e) it will use its reasonable commercial efforts to cause Tahera and Benachee to comply with their covenants in the CBCA Arrangement Agreement to the extent it is within its power to do so, and to the extent its consent or approval are required to any of the transactions contemplated by the CBCA Arrangement Agreement or the CCAA Approval Order, it will provide such consent or approval in a timely manner; and
- (f) not to, directly or indirectly:
 - (i) solicit, initiate or knowingly facilitate or encourage any Acquisition Proposal;
 - (ii) enter into or participate in any discussions or negotiations regarding an Acquisition Proposal, or, except pursuant to the CCAA Approval Order, in respect of a sale of any shares or assets of Tahera or Benachee, furnish to any other Person any information with respect to the business, properties, operations, prospects or conditions (financial or otherwise) of Tahera or Benachee in connection with an Acquisition Proposal or otherwise cooperate in any way with, or assist or participate in, facilitate or knowingly encourage, any effort or attempt of any other Person to do or seek to do any of the foregoing;
 - (iii) waive, or otherwise forbear in the enforcement of, or enter into or participate in any discussions, negotiations or agreements to waive or otherwise forbear in respect of, any rights or other benefits under confidential information agreements, including, without limitation, any "standstill provisions" thereunder except to the extent same could not reasonably be expected to preclude, delay or have an adverse effect on the CBCA Arrangement or adversely affect the benefits to be received under the CBCA Arrangement by Ag Growth or any of its securityholders; or

- (iv) accept, recommend, approve or enter into an agreement to implement an Acquisition Proposal.

3. Representations and Warranties of Ag Growth

Ag Growth represents and warrants to the Creditor, and acknowledges that the Creditor is relying upon such representations and warranties in entering into this Creditor Support Agreement, that:

- (a) it has good and sufficient power, authority and right to enter into this Creditor Support Agreement, and carry out its obligations hereunder;
- (b) the execution and delivery of this Creditor Support Agreement and the consummation by it of its obligations hereunder has been duly authorized; and
- (c) this Creditor Support Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms, and neither the execution of this Creditor Support Agreement by it nor the consummation by it of the transactions contemplated hereby will constitute a violation of or default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which it is a party or by which it is bound.

4. Termination

In the event that:

- (a) the CBCA Arrangement Agreement is terminated in accordance with its terms;
- (b) the CCAA Approval Order is not obtained on terms substantially similar to the draft CCAA Approval Order attached as Exhibit "A" to the CBCA Arrangement Agreement (other than as a result of the failure of the Creditor to comply with its obligations hereunder); or
- (c) the CBCA Arrangement is not completed by June 30, 2009;

this Creditor Support Agreement shall forthwith become void and of no further force or effect without any further action by any of the parties hereto.

5. Assignment

No party to this Creditor Support Agreement may assign any of its rights or obligations hereunder without the prior written consent of the other party, provided that Ag Growth may assign any of its rights or obligations hereunder to a direct or indirect wholly-owned subsidiary, without reducing its own obligations hereunder, without consent. Subject to the foregoing, this Creditor Support Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors at law and permitted assigns.

6. Disclosure

Prior to first public disclosure of the CBCA Arrangement and this Agreement and except as hereinafter provided, none of the parties hereto shall disclose the existence of this Agreement or any details hereof, or the possibility of the CBCA Arrangement or any terms or conditions or other information concerning the CBCA Arrangement to any person other than the Creditor's, Tahera's, Benachec's or Ag Growth's