

advisors, directors and officers, without the prior written consent of each of the other parties hereto, except to the extent required by law. The existence and terms and conditions of this Agreement may be disclosed by Tahera and Ag Growth in the press release issued in connection with the execution of the CBCA Arrangement Agreement, and other public disclosure documents in accordance with applicable securities legislation.

7. Further Assurances

The Creditor shall from time to time and at all times hereafter at the request of Tahera, Benachee or Ag Growth, but without further consideration, do and perform all such further acts, matters and things and execute and deliver all such further documents, deeds, assignments, agreements, notices and writings and give such further assurances as shall be reasonably required for the purpose of giving effect to this Agreement.

8. Successors

This Agreement will be binding upon, enure to the benefit of and be enforceable by the parties hereto and their respective successors.

9. Future Amendments

To the extent the CBCA Arrangement Agreement is amended, modified, restated, replaced or superseded from time to time, all references herein to the CBCA Arrangement Agreement shall be to the CBCA Arrangement Agreement as amended, modified or restated from time to time or to the agreement which has replaced or superseded it from time to time.

10. Time

Time shall be of the essence of this Creditor Support Agreement.

11. Unenforceable Terms

If any provision of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and/or the application of such provision to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

12. Obligations

The parties hereto acknowledge that the obligations of Ag Growth hereunder shall not be personally binding upon any of the trustees of Ag Growth or the Fund Securityholders and that any recourse against Ag Growth or any Fund Securityholder in any manner in respect of any indebtedness, obligation or liability of Ag Growth 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.

13. Notices

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Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given if delivered or sent by facsimile transmission with confirmation of receipt:

- (a) in the case of the Creditor to:

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
Facsimile: (416) 304-1313

- (b) in the case of Ag Growth to:

1301 Kenaston Blvd.
Winnipeg, Manitoba
R3P 2P2

Attention: Rob Stenson, Chief Executive Officer
Facsimile: (204) 488-6929

- (c) in the case of Tahera or Benachee to:

P.O. Box 1020, T.D.C., Postal Stn. 77
King St. West
Toronto, Ontario
M5K 1P2

Attention: Andrew Gottwald, Chief Restructuring Officer
Facsimile: (416) 777-1898

or at such other address or facsimile number as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner herein provided. Any notice or communication so given shall be deemed to be received on the day of delivery, if delivered, and on the day of sending, if sent by facsimile transmission; provided that if such day of delivery or sending is not a business day at the point of receipt then such notice or communication shall be deemed to have been received on the first business day thereafter.

14. Governing Law

This Creditor Support Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the parties irrevocably attorn to the jurisdiction of the courts of the Province of Ontario with respect to claims arising hereunder.

15. Counterpart Execution and Facsimile Delivery

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This Creditor Support Agreement may be signed in counterparts that together shall be deemed to constitute one valid and binding agreement, and delivery of such counterparts may be effected by means of facsimile transmission in accordance with the notice provisions set out in Section 13.

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If you are in agreement with the foregoing, please indicate your acceptance thereof by signing and returning this letter to Ag Growth.

Yours truly,

**AG GROWTH INCOME FUND, by its
Administrator, Ag Growth Industries Inc.**

Per: _____

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Creditor hereby irrevocably accepts the foregoing as of the date first above written.

CAZ PETROLEUM INC.

Per: _____

**Exhibit D 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.**

ALLOCATION OF PURCHASE PRICE

<u>Divested Assets</u>	<u>Allocation of Purchase Price (\$)</u>
Jericho Long-Lived Assets	
Deferred exploration & development, net	4,000,000
Pre-production operation costs, net	1,000,000
Capital Assets	
Jericho Process Plant	5,500,000
Jericho Site	5,500,000
Jericho Maintenance Shop	500,000
Jericho Camp	400,000
Vehicles – Mine	100,000
Deferred Exploration and Development – Non-Producing Properties	
Polar	2,000,000
Rockinghorse	400,000
Anuri J/V	600,000
Environmental Security Deposits	
Nunavut Water Board, Federal Department of Fisheries and Oceans, Kitikmeot Inuit Association and Indian and Northern Affairs Canada	11,060,759
	31,060,759

Court File No. 08-CL-7355

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

This is Exhibit G referred to in the
Affidavit of ANDREW GOTTWALD
sworn before me, this 20th
day of APRIL, 2009

THE HONOURABLE MR.

) TUESDAY, the 28th

)

JUSTICE MORAWETZ

) DAY OF APRIL, 2009

A COMMISSIONER FOR TAKING AFFIDAVITS

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,
c. C.36, AS AMENDED;

IN THE MATTER OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C-43, AS
AMENDED;

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

ORDER

THIS MOTION, made by Tahera Diamond Corporation ("Tahera") and Benachee Resources Inc. ("Benachee") (collectively, the "Applicants"), for an order, among other things, approving the transaction (the "Transaction") contemplated by the CBCA Arrangement Agreement among Tahera, Benachee, Ag Growth Income Fund (the "Fund") and Ag Growth Industries Inc. made as of April 19, 2009 (the "CBCA Arrangement Agreement") and vesting in a subsidiary of Tahera incorporated under the *Canada Business Corporations Act* ("Newco") all of Benachee's right, title and interest in and to its assets, and subject to its liabilities, and releasing and discharging Benachee from all liabilities, save and except the Remaining Intercompany Debt, all as described in the CBCA Arrangement Agreement, was heard this day at the Court House, 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Fourth Report of Farber & Partners Inc., the court-appointed Monitor of the Applicants (the "Monitor"), dated April 15, 2009 (the "Fourth Report"), and the Affidavit of Andrew Gottwald, sworn April 20, 2009 (the "Gottwald Affidavit"), and upon hearing the submissions of counsel for the Applicants, the Monitor, the Fund and Caz Petroleum Inc. ("Caz"),

DEFINITIONS

1. **THIS COURT ORDERS** that all capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the CBCA Plan of Arrangement (the "CBCA Arrangement") attached as Exhibit A to the CBCA Arrangement Agreement.

SERVICE

2. **THIS COURT ORDERS** that the time for service of Notice of Motion and the Motion Record in support of this Motion be and it is hereby abridged, such that this Motion is properly returnable today and that any further service of the Notice of Motion and the Motion Record is hereby dispensed with.

APPROVAL OF THE CBCA ARRANGEMENT AGREEMENT AND THE TRANSACTION

3. **THIS COURT ORDERS** that the CBCA Arrangement Agreement and the Transaction contemplated therein, to the extent that they affect the Applicants, are hereby authorized and approved.

4. **THIS COURT ORDERS AND DECLARES** that the CBCA Arrangement Agreement and the Transaction contemplated therein are commercially reasonable and in the best interests of the Applicants and their stakeholders.

5. **THIS COURT ORDERS AND DECLARES** that all transactions, payments and directions by or in favour of Tahera and/or Benachee as contemplated by the CBCA Arrangement and the CBCA Arrangement Agreement are hereby authorized and approved in the manner and in the sequence as provided in the CBCA Arrangement.

IMPLEMENTATION OF THE TRANSACTION

6. **THIS COURT ORDERS AND DECLARES** that the execution of the CBCA Arrangement Agreement by the Applicants is hereby authorized and approved, and the Applicants are hereby authorized and directed to take all such steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction including, without limitation, the conveyance of the Divested Assets to, and the assumption of the Assumed Obligations by, Newco.

7. **THIS COURT ORDERS AND DECLARES** that the steps outlined in the CBCA Arrangement will be effective upon the Effective Date, as described in the CBCA Arrangement, being the date provided for on the Certificate issued by the Director pursuant to subsection 192(7) of the CBCA giving effect to the CBCA Arrangement (the "Director's Certificate").

8. **THIS COURT ORDERS** that, when all documents necessary to implement the Transaction are executed and delivered in escrow, subject only to the Articles of Arrangement being filed and the Director issuing the Director's Certificate, the Monitor shall file with this Court a Monitor's Certificate substantially in the form attached hereto as Schedule "A" (the "Monitor's Certificate").

9. **THIS COURT ORDERS AND DECLARES** that, upon the filing of the Articles of Arrangement and the issuance of the Director's Certificate, the CBCA Arrangement shall be

binding on Benachee, Tahera and Newco including their respective successors and assigns, all as provided for in the CBCA Arrangement.

10. **THIS COURT ORDERS** that, in the event that the Articles of Arrangement are not filed or the Director does not issue the Director's Certificate, the Transaction contemplated by the CBCA Arrangement Agreement will be deemed not to have occurred and the Applicants may apply to this Court for further advice and direction.

VESTING OF THE DIVESTED ASSETS AND ASSUMPTION OF ALL LIABILITIES

11. **THIS COURT ORDERS AND DECLARES** that, effective as at the time described in the CBCA Arrangement:

- (a) all of Benachee's right, title and interest in and to the Divested Assets shall vest absolutely in Newco, however all such Divested Assets shall be subject to all Claims including, without limitation, (i) all environmental reclamation and other environmental liabilities, (ii) any encumbrances or charges created by the Order of the Honourable Justice Spence dated January 16, 2008, as amended by the Order of the Honourable Justice Morawetz dated March 6, 2009, and (iii) all liens, charges, security interests, encumbrances or claims including those evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other real or personal property registry system;
- (b) Newco shall, for all purposes, stand in substitution for Benachee in respect of all indebtedness, liabilities, liens, commitments, Claims, demands and obligations of any nature or kind, whether matured or unmatured, accrued, fixed, contingent or otherwise, whatsoever resulting from any matters, actions, events, facts or