

circumstances related to the activities, affairs or business of Benachee which occurred prior to the Effective Time including, without limitation, the Assumed Obligations (including all Environmental Obligations), the AGII DIP Loan Security and all indebtedness, liabilities, commitments, Claims, demands and obligations of Benachee to Tahera and CAZ including, without limitation, pursuant to the Benachee CAZ Debt Security (collectively, the "Liabilities"), save and except the Remaining Intercompany Debt as contemplated by the CBCA Arrangement; and

- (c) Benachee shall be and is hereby released and discharged from all Liabilities, save and except the Remaining Intercompany Debt.

12. **THIS COURT ORDERS** that upon the registration with the Mining Recorder's Office or any other applicable authority for the location(s) of the mining leases and claims identified in Schedule "B" hereto (the "Leases and Claims") of (i) a document evidencing the transfer of the Leases and Claims to Newco or (ii) a copy of this Order, the Mining Recorder's Office or such other applicable authorities are hereby directed to enter Newco as the owner of the Leases and Claims.

13. **THIS COURT ORDERS** that from and after the Effective Date, all Liabilities shall be the responsibility of Newco and shall attach to the Divested Assets to the same extent and with the same priority, in both cases, if any, as they had with respect to the Divested Assets immediately prior to the sale.

14. **THIS COURT ORDERS** that, for greater certainty, Newco shall assume and stand in substitution for all of the liabilities and benefits associated with any and all permits, licences,

leases, certificates, authorizations and approvals (collectively, "Operating Authorizations"), including those Operating Authorizations identified in Schedule "C" hereto, to the same extent, scope and effect as held or enjoyed by Benachee immediately prior to the Effective Time and Newco shall be subject to all Liabilities associated therewith. For greater certainty, all persons receiving notice of this Order being a counterparty to or having authority or jurisdiction over any Operating Authorization shall grant and acknowledge all Operating Authorizations in favour of Newco to the same extent, scope and effect as held or enjoyed by Benachee immediately prior to the Effective Time and Newco shall be liable for all Liabilities associated therewith after the Effective Time.

15. **THIS COURT ORDERS** that the guarantee and the general security agreement provided by Newco in favour of Caz shall not be or be deemed to be a fraudulent preference or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") or any other applicable federal or provincial legislation and shall have and be deemed to have the same priority as against the Divested Assets and relative to any charges, security interests, encumbrances or claims as the Benachee Caz Debt Security had immediately prior to the Effective Date.

16. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Applicants or Newco and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Applicants or Newco;

the vesting of the Divested Assets in, and the assumption of the Assumed Obligations by, Newco and the release and discharge of Benachee from all Liabilities, save and except the Remaining Intercompany Debt, all pursuant to this Order, the creation of the guarantee and the granting of the security by Newco and all payments, directions and other elements of the Transaction shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants or Newco and shall not be void or voidable by creditors of the Applicants or Newco, nor shall they constitute or be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

**NEWCO**

18. **THIS COURT ORDERS AND DECLARES** that Newco is insolvent and is a company to which the CCAA applies.

19. **THIS COURT ORDERS AND DECLARES** that Newco is an Applicant in these proceedings.

20. **THIS COURT ORDERS AND DECLARES** that the Initial Order, as amended, and any other Order issued in these proceedings, shall apply to Newco and that Newco is subject to all of the Orders issued in these proceedings.

**THE CRO**

21. **THIS COURT ORDERS** that the powers of the CRO set forth in paragraphs 21 and 22 of the Order of this Honourable Court dated December 12, 2008, as expanded by the Orders of this Honourable Court dated January 23, 2009 and March 6, 2009, are hereby further expanded, *nunc pro tunc*, to include the power to execute the CBCA Arrangement Agreement and any additional documents as may be necessary or desirable for the completion of the Transaction and for the registration of the conveyance of the Divested Assets to Newco.

**GENERAL PROVISIONS**

22. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

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**SCHEDULE "A"**  
**MONITOR'S CERTIFICATE**

Court File No. 08-CL-7355

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(Commercial List)**

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.

**CERTIFICATE**

This certifies that, as of the date hereof, all documents necessary to implement the Transaction, as defined in the Order of the Honourable • dated April 28th, 2009, have been executed and delivered in escrow, subject to only to the Articles of Arrangement being filed and the Director issuing the Director's Certificate, all as described in paragraph 8 of such Order.

DATE: •

**FARBER & PARTNERS INC., MONITOR OF  
TAHERA DIAMOND CORPORATION AND  
BENACHEE RESOURCES INC.**

Per:

Name: ►

Title: ►

## **SCHEDULE "B"**

### **LEASES AND CLAIMS SCHEDULE**

1. Mining Lease No. 3464, dated February 14, 1996, 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 April 21, 1994.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. Mining Lease No. 4541, dated May 28, 1994, 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. (24.5%), Pure Gold Minerals Inc. (24.5%) and Ashton Mining (Northwest Territories) Ltd. (51%). The lease is for a term of 21 years commencing November 25, 2002.
9. Mining Lease No. 4542, dated May 28, 1994, 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. (24.5%), Pure Gold Minerals Inc. (24.5%) and Ashton Mining (Northwest Territories) Ltd. (51%). The lease is for a term of 21 years commencing November 25, 2002.
10. Mining Lease No. 4549, dated May 19, 2004, 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 July 2, 2002.
11. Mining Lease No. 4550, dated May 19, 2004, 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 July 2, 2002.

12. Mining Lease No. 4551, dated May 19, 2004, 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 July 2, 2002.
13. Mining Lease No. 4556, dated May 19, 2004, 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 April 23, 2002.
14. Mining Lease No. 4558, dated July 15, 2004, 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 July 2, 2002.
15. Mining Lease No. 4559, dated July 15, 2004, 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 July 2, 2002.
16. Mining Lease No. 4560, dated July 15, 2004, 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 July 2, 2002.
17. Mining Lease No. 4753, undated, 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 November 22, 2004.
18. Mining Lease No. 4754, dated December 10, 2007, 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 November 22, 2004.
19. Mining Lease No. 4755, dated October 12, 2007, 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 September 5, 2003.
20. Mining Lease No. 4756, dated October 12, 2007, 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 September 5, 2003.
21. Mining Lease No. 4757, dated October 12, 2007, 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 September 5, 2003.
22. Mining Lease No. 4758, dated October 12, 2007, 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 September 5, 2003.
23. Mining Lease No. 4759, dated October 12, 2007, 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 September 5, 2003.
24. Mining Lease No. 4760, dated October 12, 2007, 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 September 5, 2003.

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51. Mining Claim No. F31311 (JD 311), dated July 6, 1994, 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.
52. Mining Claim No. F31312 (JD 312), dated July 6, 1994, 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.
53. Mining Claim No. F31314 (JD 314), dated July 6, 1994, 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.
54. Mining Claim No. F31315 (JD 315), dated July 6, 1994, 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.
55. Mining Claim No. F31092 (JD 92), dated July 6, 1994, 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.
56. Mining Claim No. F31093 (JD 93), dated July 6, 1994, 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.
57. Mining Claim F31095 (JD 95), dated July 6, 1994, 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.
58. Mining Claim No. F31096 (JD 96), dated July 6, 1994, 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.
59. Inuit Owned Lands Commercial Lease #KTCL305D001, between Kitikmeot Inuit Association, Benachee Resources Inc. as tenant, and Tahera Diamond Corporation as indemnifier, commencing on July 6, 2005 and expiring on July 6, 2015. The lease is for a term of 10 years.
60. Mining Lease No. 4601, 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.
61. Mining Lease No. 4602, 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.
62. Mining Lease No. 4603, 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.
63. Mining Lease No. 4604, 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.