

- 5 -

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

33.6. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made by the DIP Lender to the Applicants under the DIP Facility and the stay of proceedings shall not apply to:

- (a) prevent the DIP Lender from exercising its right to terminate the DIP Facility and make demands thereunder;
- (b) prevent the DIP Lender from applying to the Court for the appointment of a receiver and manager in connection with the enforcement of the DIP Lender's Charge and/or for the appointment of a trustee in bankruptcy or to seek other relief in connection with and for the purposes of payment of the DIP Facility;
- (c) the right to receive and apply all amounts received by the Applicants in accordance with the Final LOI and/or the Commitment Letter; or
- (d) prevent the Applicants from paying amounts from time to time to reduce the DIP Facility.

7. **THIS COURT ORDERS** that the Initial Order is hereby modified by deleting paragraph 34 to 38 and replacing them with the following:

34. **THIS COURT ORDERS** that the priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows:

First - Administration Charge (to the maximum amount of \$1,000,000);

Second - Directors' Charge (to the maximum amount of \$1,000,000); and

Third - DIP Lender's Charge (to the maximum amount of \$5,000,000).

35. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge or the DIP Lender's Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

36. THIS COURT ORDERS that each of the Directors' Charge, the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "Encumbrances") in favour of any Person, provided that the DIP Lender's Charge shall not have priority over the equipment (and the proceeds thereof) described in the CAT Financial Lease Agreement dated February 28, 2005 and made between CAT Financial Services Limited and Tahera Diamond Corporation.

* interest of
Caterpillar
Financial Services
Limited
("CAT") in the

37. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor and the beneficiaries of the Charges or further Order of this Court.

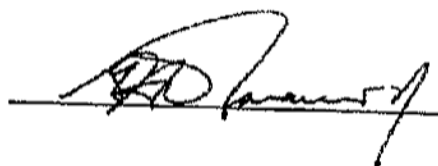
38. THIS COURT ORDERS that the Directors' Charge, the Administration Charge and the DIP Lender's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges

(collectively, the "Chargees") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Applicant pursuant to this Order, or the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

8. **THIS COURT ORDERS** that the powers of the CRO, which are set forth in paragraphs 21 and 22 of the Order of this Honourable Court dated December 12, 2008, and as expanded by the Order of this Honourable Court dated January 23, 2009, are hereby expanded, *nunc pro tunc*, to include the power to execute the Definitive Documents on behalf of the Applicants in furtherance of the potential transaction,

provided that the Definitive Documents and any potential transaction shall be subject to further approval of the Court.

A handwritten signature in black ink, appearing to be "D. D. [unclear]", written over a horizontal line.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

MAR 06 2009

PER / PAR: JV

25
AND IN THE MATTER OF A PROPOSED COMPROMISE AND ARRANGEMENT
IN RESPECT OF TAHERA DIAMOND CORPORATION and BENACHEE
RESOURCES INC.

Court File No: 08-CL-735E

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

David S. Ward LSUC#: 33541W
Tel: 416 - 869-5960
Fax: 416-360-8877

John Birch LSUC# 38698U
Tel: (416) 860-5225
Fax: (416) 640-3057

Solicitors for the Applicants

This is Exhibit C referred to in the
affidavit of ANDREW GOTTWALD
sworn before me, this 20th
day of APRIL 20.09

AMENDMENT LETTER

March 31, 2009

STRICTLY PRIVATE & CONFIDENTIAL

Tahera Diamond Corporation and
Benachee Resources Inc.
PO Box 1020
TDC Postal Station
77 King Street West
Toronto, ON M5K 1P2

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: **Andrew Gottwald,**
Chief Restructuring Officer

Attention: **Paul C. Champagne**
President

Dear Sirs:

Re: Amendment to Letter of Intent dated March 3, 2009 (the "LOI") in Respect of the Proposed Transaction Involving Ag Growth Income Fund ("Ag Growth"), Tahera Diamond Corporation ("Tahera"), Benachee Resources Inc. ("Benachee") and CAZ Petroleum Inc. ("CAZ")

Ag Growth, Tahera, Benachee and CAZ hereby agree that:

- (a) the reference to "March 31, 2009" in paragraph 3 of the LOI shall be replaced with "April 15, 2009", such that the Due Diligence Deadline shall now end at 5:00 p.m. (Winnipeg time) on April 15, 2009;
- (b) the references in paragraphs 1(a) and 1(b) of the LOI to "volume weighted average price of the Fund Units for the 20 trading day period ending the day immediately prior to the date of signing of the Definitive Agreement" shall be replaced with the words "volume weighted average trading price of the Fund Units on the Toronto Stock Exchange for the period beginning on March 3, 2009 and ending on the day immediately prior to the date of signing of the Definitive Agreement";
- (c) paragraph 5(b) of the LOI shall be deleted in its entirety and replaced with the following:

"The Fund will advance an additional \$100,000 to Tahera under the DIP loan on the earlier of: (a) the date of signing of the Definitive Agreement; and (b) the date that is two business days after the date on which Tahera and Benachee have provided the Fund or its advisors all materials and documents the Fund and its advisors may reasonably require in order to complete its due diligence in connection with the proposed Transaction. Thereafter, the Fund will advance to Tahera an additional \$100,000 under the DIP loan every two weeks until the closing of the Transaction, provided that the maximum aggregate amount the Fund shall be required to advance to Tahera under the DIP loan is \$500,000. Notwithstanding the foregoing, nothing herein shall require the Fund to advance any further amounts to Tahera under the DIP loan: (a) prior to signing the Definitive Agreement if prior thereto the Fund determines not to proceed with a Transaction and notifies Tahera of such; or (b) if the Fund demands repayment of any amounts outstanding under the DIP loan in accordance with paragraph 8 of the DIP loan letter agreement dated March 9, 2009, as amended from time to time."

Except as specifically amended by this letter, all other binding terms of the LOI shall remain in full force and effect in accordance with the provisions thereof.

If the foregoing accurately reflects your understanding, please execute this letter where indicated below and return a copy to the attention of our counsel, Burnet, Duckworth & Palmer LLP, 1400, 350 – 7th Avenue SW, Calgary, Alberta, T2P 3N9, Telecopy: (403) 260-0355, Attention: Bill Maslechko.

Yours very truly,

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

Per: _____

Rob Stenison
Chief Executive Officer

Acknowledged and agreed to the ____ day of March, 2009

TAHERA DIAMOND CORPORATION

CAZ PETROLEUM INC.

Per: _____

Andrew Gottwald
President of 2192640 Ontario Ltd.
Chief Restructuring Officer

Per: _____

Paul C. Champagne
President

BENACHEE RESOURCES INC.

Per: _____

Andrew Gottwald
President of 2192640 Ontario Ltd.
Chief Restructuring Officer

Except as specifically amended by this letter, all other binding terms of the LOI shall remain in full force and effect in accordance with the provisions thereof.

If the foregoing accurately reflects your understanding, please execute this letter where indicated below and return a copy to the attention of our counsel, Burnet, Duckworth & Palmer LLP, 1400, 350 - 7th Avenue SW, Calgary, Alberta, T2P 3N9, Telecopy: (403) 260-0355, Attention: Bill Maslechko.

Yours very truly,

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

Per: _____
Rob Stenson
Chief Executive Officer

Acknowledged and agreed to the ____ day of March, 2009

TAHERA DIAMOND CORPORATION

Per: _____
Andrew Gottwald
President of 2192640 Ontario Ltd.
Chief Restructuring Officer

CAZ PETROLEUM INC.

Per: _____
Paul C. Champagne
President

BENACHEE RESOURCES INC.

Per: _____
Andrew Gottwald
President of 2192640 Ontario Ltd.
Chief Restructuring Officer