

Our File: 263851

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June 9, 2009

**Via E-mail and Courier**

Nunavut Water Board  
P.O. Box 119  
Gjoa Haven, NU X0B 1J0

**Attn: Dionne Filiatrault, P. Eng., Executive Director**

Dear Ms. Filiatrault:

**Re: Assignment of License NWB1JER0410 by Benachee Resources Inc.**

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Enclosed herewith is a copy of the duly executed application in connection with the assignment of License NWB1JER0410 (the "Water License") by the current licensee Benachee Resources Inc. (the "Assignor") pursuant to paragraphs 15 and 16 of the *Companies' Creditors Arrangement Act* approval order (the "Order") that was granted by the Ontario Superior Court of Justice on April 28, 2009 (a copy of the Order is enclosed).

The Order provides for the transfer of all of the Assignor's assets and liabilities to Newco (as defined in the Order), (the "Assignee"), a new wholly-owned subsidiary of Tahera Diamond Corporation ("Tahera"). Newco was formerly named 7166893 Canada Ltd. but changed its name to "Benachee Resources Inc." on June 3, 2009. Please see enclosed for the certificate of amendment issued by Industry Canada. Also on June 3, 2009, an arrangement under the *Canada Business Corporations Act* (as referenced in the Order) involving several parties, including the Assignor, Tahera and Newco, was effected. If the Nunavut Water Board approves the assignment applied for herein, the Water License shall be assigned from the former wholly-owned subsidiary of Tahera, the Assignor, to the new wholly-owned subsidiary of Tahera, the Assignee.

In support of the assignment of the License to the Assignee, please find enclosed the following duly executed documents:

1. Application for Assignment and Declaration of Assignee;
2. Undertaking of Proposed Assignee;
3. Affidavit of Execution of Undertaking of Proposed Assignee; and
4. Declaration of Licensee (Assignor).

We trust you will find the enclosed to be in order. Should you have any questions or concerns regarding the above or the enclosed, please do not hesitate to contact the undersigned.

Sincerely,

MACLEOD DIXON LLP



Olga Kyselyova

Enclosures

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(Commercial List)

THE HONOURABLE MR. ) TUESDAY, the 28th  
)  
JUSTICE MORAWETZ ) DAY OF APRIL, 2009



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 24, 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 the 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. <sup>AB</sup> ~~**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.~~ <sup>97</sup>

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, including, without limitation, all cash deposits and interests in letters of credit issued at the request of Benachee, shall vest absolutely in Newco, however all such Divested Assets shall be subject to all Claims including, without limitation, (i) all past and future 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, indemnities (including indemnities in respect of

any outstanding letters of credit), 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 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, with respect to Item #1 in Schedule "C" (the "Water Licence"), the determination with respect to Newco's entitlement to receive an assignment of the Water Licence is reserved pending approval by the Nunavut Water Board, failing which, further Order of this Court.

16. **THIS COURT ORDERS AND DIRECTS** the Nunavut Water Board to review and consider the assignment of the Water Licence from Benachee to Newco forthwith.

17. **THIS COURT ORDERS** that notwithstanding paragraphs 15 and 16 herein, Benachee is hereby released and discharged from any and all indebtedness, commitments, Claims, demands, indemnities, obligations and liabilities of any nature or kind, whether matured or unmatured,



accrued, fixed, contingent or otherwise, under the Water Licence, save and except that the letters of credit provided by Benachee pursuant to the *Nunavut Waters and Nunavut Surface Rights Tribunal Act*, S.C. 2002 c.10, s.76 (the "Act") remain unaffected in respect of claims by the Crown solely against the letters of credit in respect of past and present costs incurred by the Crown in respect of the Act.

18. **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.

19. **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.

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

**NEWCO**

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

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

23. **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.

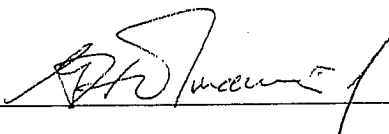
**THE CRO**

24. **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

25. 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.

  
A handwritten signature in black ink, appearing to be "J. H. Macneil", is written over a horizontal line.

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

APR 28 2009

PER / PAR: 

**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 Justice Morawetz 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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38. Mining Lease No. 4774, 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.

39. Mining Lease No. 4775, 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 September 22, 2003.

40. Mining Lease No. 4776, 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 September 22, 2003.

41. Mining Lease No. 4777, 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 September 5, 2003.

42. Mining Lease No. 4778, 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 September 22, 2003.

43. Mining Lease No. 4779, 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 September 22, 2003.

44. Mining Lease No. 4780, 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 September 22, 2003.

45. Mining Lease No. 4781, 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 September 22, 2003.

46. Mining Lease No. 4782, 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 September 22, 2003.

47. Mining Lease No. 4783, 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 September 22, 2003.

48. Mining Lease No. 4784, 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 September 22, 2003.

49. Mining Claim No. F45947 (DJB 17), 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.

50. Mining Claim No. F31310 (JD 310), dated January 26, 1993, 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.



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.

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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. Project Certificate NIRB [No.: 002], in the name of Benachee Resources Inc., administered by the Nunavut Impact Review Board, issued on July 20, 2004.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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**

**MACLEOD DIXON LLP**  
Toronto-Dominion Centre  
Canadian Pacific Tower  
100 Wellington Street West  
P.O. Box 128, Suite 500  
Toronto, Ontario  
M5K 1H1

**Howard Gorman**  
**Robert Frank (LSUC #35456F)**  
Tel: (416) 360-8511  
Fax: (416) 360-8277

Lawyers for the Applicants



Industry Canada

Industrie Canada

**Certificate  
of Amendment**

**Canada Business  
Corporations Act**

**Certificat  
de modification**

**Loi canadienne sur  
les sociétés par actions**

Benachee Resources Inc.

716689-3

\_\_\_\_\_  
Name of corporation-Dénomination de la société

\_\_\_\_\_  
Corporation number-Numéro de la société

I hereby certify that the articles of the  
above-named corporation were amended:

Je certifie que les statuts de la société  
susmentionnée ont été modifiés:

- a) under section 13 of the *Canada Business Corporations Act* in accordance with the attached notice;
- b) under section 27 of the *Canada Business Corporations Act* as set out in the attached articles of amendment designating a series of shares;
- c) under section 179 of the *Canada Business Corporations Act* as set out in the attached articles of amendment;
- d) under section 191 of the *Canada Business Corporations Act* as set out in the attached articles of reorganization;

- ☐ a) en vertu de l'article 13 de la *Loi canadienne sur les sociétés par actions*, conformément à l'avis ci-joint;
- ☐ b) en vertu de l'article 27 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;
- ☒ c) en vertu de l'article 179 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes;
- ☐ d) en vertu de l'article 191 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses de réorganisation ci-jointes;

Richard G. Shaw  
Director - Directeur

June 3, 2009 / le 3 juin 2009

Date of Amendment - Date de modification



The Director, Corporations Canada  
Industry Canada  
9th Floor, Jean Edmonds Towers South  
365 Laurier Avenue West  
Ottawa ON K1A 0C8

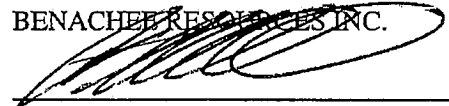
**Re: Consent to Use of Name**

Benachee Resources Inc. confirms that 7166893 CANADA LTD. (the "Corporation") is affiliated to Benachee Resources Inc. and will immediately acquire all or substantially all of the property of Benachee Resources Inc. as a result of an arrangement to occur on June 3, 2009. Benachee Resources Inc. hereby undertakes to change its name to "Ag Growth International Inc." before the Corporation proposing to use the name begins carrying on business under that name.

Consent given at Toronto, Ontario, this 3<sup>rd</sup> day of June, 2009.

~~BENACHEE RESOURCES INC.~~

Per:

  
Andrew Gottwald  
President of 2192640 Ontario Ltd. in its  
capacity as Chief Restructuring Officer  
of Benachee Resources Inc.



## Form 4

### Instructions

**3** Any changes in the articles of the corporation must be made in accordance with section 27 or 177 of the CBCA.

A: If an amendment involves a change of corporate name (including the addition of the English or French version of the corporate name), the new name must comply with sections 10 and 12 of the CBCA as well as part 2 of the regulations, and the Articles of Amendment must be accompanied by a Canada-biased NUANS® search report dated not more than ninety (90) days prior to the receipt of the articles by Corporations Canada. A numbered name may be assigned under subsection 11(2) of the CBCA without a NUANS® search.

D: Any other amendments must correspond to the paragraphs and subparagraphs referenced in the articles being amended. If the space available is insufficient, please attach a schedule to the form.

### 4 Declaration

This form must be signed by a director or an officer of the corporation (subsection 262(2) of the CBCA).

### General

The information you provide in this document is collected under the authority of the CBCA and will be stored in personal information bank number IC/PPU-049. Personal information that you provide is protected under the provisions of the *Privacy Act*. However, public disclosure pursuant to section 266 of the CBCA is permitted under the *Privacy Act*.

If you require more information, please consult our web site at [www.corporationscanada.ic.gc.ca](http://www.corporationscanada.ic.gc.ca) or contact us at 613-941-9042 (Ottawa region) or toll-free at 1 866 333-5556 or by email at [corporationscanada@ic.gc.ca](mailto:corporationscanada@ic.gc.ca).

### Prescribed Fees

- Corporations Canada Online Filing Centre: \$200
- By mail or fax: \$200 paid by cheque payable to the Receiver General for Canada or by credit card (American Express®, MasterCard® or Visa®).

### Important Reminders

**Change of registered office address and/or mailing address:**

Complete and file Change of Registered Office Address (Form 3).

**Change of directors or changes of a director's address:**

Complete and file Changes Regarding Directors (Form 6).

These forms can be filed electronically, by mail or by fax free of charge.

File documents online  
(except for Articles of Amalgamation):

**Corporations Canada Online Filing Centre:**  
[www.corporationscanada.ic.gc.ca](http://www.corporationscanada.ic.gc.ca)

or send documents by mail:

**Director General,  
Corporations Canada  
Jean Edmonds Tower South  
9th Floor  
365 Laurier Ave. West  
Ottawa ON K1A 0C8**

By Facsimile:  
**613-941-0999**

## Articles of Amendment

(Sections 27 and 177 of the Canada Business Corporations Act (CBCA))

# Canada

### 1 Corporation name

7166893 CANADA LTD..

### 2 Corporation number

716689-3

### 3 The articles are amended as follows:

(Please note that more than one section can be filled out)

**A:** The corporation changes its name to:

Benachee Resources Inc.

**B:** The corporation changes the province or territory in Canada where the registered office is located:  
(Do not indicate the full address)

N/A

**C:** The corporation changes the minimum and/or maximum number of directors to:

N/A

**D:** Other changes: (e.g., to the classes of shares, to restrictions on share transfers, to restrictions on the businesses of the corporation or to any other provisions that are permitted by the CBCA to be set out in the Articles) Please specify.

N/A

### 4 Declaration

I hereby certify that I am a director or an officer of the corporation and as such, I have the authority to bind the corporation.

SIGNATURE

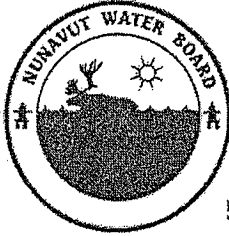
Andrew Gottwald

PRINT NAME

(416) 777-1998 (ext 226)

TELEPHONE NUMBER

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).



P.O. Box 119  
GJOA HAVEN, NU X0B 1J0  
TEL: (867) 360-6338  
FAX: (867) 360-6369

NUNAVUT WATER BOARD  
OFFICE DES EAUX DU NUNAVUT

### C-1 APPLICATION FOR ASSIGNMENT AND DECLARATION OF ASSIGNEE

<b>1. LICENCE NO:</b> <u>NWB15ER0410</u>	<b>2. WATER SOURCE:</b> <u>Carat Lake</u>
<b>3. LICENSEE INFORMATION:</b> Name: <u>Benachee Resources Inc.</u> Address: <u>803-121 Richmond Street West, Toronto ON M5H 2K1</u>  Phone: <u>416-616-6222</u> Fax: <u>416-304-1313</u> e-mail: <u>agottwald@tahera.com, paulchampagne@aol.com</u>	
<b>4. Water use fees pertaining to this licence must be paid in full</b>	
<b>5. DECLARATION OF LICENSEE:</b> I, <u>Andrew Gottwald</u> representing <u>Benachee Resources Inc</u> hereby declare that the sale or other disposition of any right, title or interest in the appurtenant undertaking will not result in any contravention of any provision of condition of water use licence number <u>NWB15ER0410</u> or of any provision of the Nunavut Waters and Nunavut Surface Rights Tribunal Act or the applicable Regulations, and hereby request the assignment of the water use licence to:  Proposed Assignee: <u>Benachee Resources Inc. (formerly 1166893 Canada Inc.)</u> Address: <u>77 King Street West, Toronto ON M5K 1P2</u> Phone: <u>416-616-6222</u>	

**6. PROPOSED DATE OF ASSIGNMENT:**

☐ 45 days after date of application

☒ Other: June 3, 2009

**7. APPLICATION FEE:**

Application fee for assignment of water licence is \$30.00 (payable to the Receiver General for Canada)

**8. CHECKLIST:**

The following Documents Must be included with the Application for Assignment where applicable:

- ☐ Completed Application for Assignment and executed Declaration of Assignee
- ☐ Executed Undertaking of Proposed Assignee and Affidavit of Execution – Undertaking of Proposed Assignee
- ☐ Copies of all documents pertaining to the lease, sale, rental or other disposition of the property or the licence from one party to another
- ☐ Statement of financial responsibility of the assignee
- ☐ For licences which require the provision of security, a letter to the NWB from the Manager of Water Resources, Indian and Northern Affairs Canada (INAC)
- ☐ An updated financial security assessment
- ☐ A letter from each Designated Inuit Organization (DIO) and existing or other water users confirming that the proposed assignment does not negatively impact any existing water compensation agreement(s)
- ☐ Statement of assignee's capacity to implement the conditions of the water licence and a schedule for the implementation of all plans, manuals and reports
- ☐ \$30.00 application fee payable to the Receiver General for Canada

**1. SIGNATURE**

Andrew Gottwald

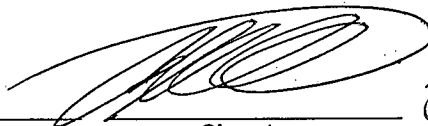
Name (Print)

President of

Title (Print)

2192640 Ontario Ltd.

in its capacity as chief  
Restructuring Officer



Signature

June 3, 2009

Date

**C-4 AFFIDAVIT OF EXECUTION  
UNDERTAKING OF PROPOSED ASSIGNEE**

I, Sara-Ann Wilson (name of witness), of the city/town/village of  
Toronto in the province or territory of Ontario.

**MAKE OATH AND SAY:**


1. **THAT** I know ANDREW GOTTWALD (individual who signed Undertaking), of the City city/town/village of Toronto in the province/territory of Ontario.
2. **THAT** on or about the 3rd day of June, 2009 (month and year), I was personally present and did see the Undertaking annexed as Exhibit "A", executed by ANDREW GOTTWALD (individual who signed Undertaking) by signing page two of the Undertaking.
3. **THAT** at the time of execution of the Undertaking, ANDREW GOTTWALD (individual who signed Undertaking) had attained the age of 19 years and, in my opinion, was of sound mind, memory and understanding at the time of execution of the Undertaking.

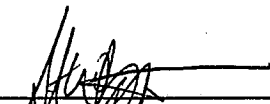
**SWORN BEFORE ME** at the city/town/village )

of Toronto in the province or )

territory of Ontario this 3rd )

day of June, 2009. )

  
RACHELLE F. MONCHUR.

  
(name of witness)

# UNDERTAKING OF PROPOSED ASSIGNEE

(section 44 of the *Nunavut Waters and Nunavut Surface Rights Tribunal Act*)

## WHEREAS

The Nunavut Water Board ("NWB") issued Licence No. NWBIJER0410 dated December 21, 2004 ("the Licence") to BENACHEE RESOURCES INC. a wholly owned subsidiary of Tahera Diamond Corporation (the "Assignor"), for a term of 5 years starting on December 31, 2004 and expiring on December 31, 2010, subject to the terms and conditions set out in the Licence.

## AND WHEREAS (the Proposed "Assignee")

(a) \_\_\_\_\_ (individual)

OR

(b) Benachee Resources Inc., (formerly 7166893 Canada Ltd.) (a corporate entity incorporated pursuant to the laws of Canada)

requests that the NWB approve the Assignment of the Licence from the Assignor to the Proposed Assignee pursuant to section 44 of the *Nunavut Waters and Nunavut Surface Rights Tribunal Act* ("Act").

## NOW THEREFORE

Effective on the date that the NWB approves the assignment of the Licence, the Proposed Assignee undertakes and accepts responsibility for the performance of all of the terms and conditions of the Licence including the performance of all liabilities arising pursuant to any Licence term or condition, whether arising before or after the effective date of the assignment, **AND** undertakes to pay any security required of the Assignor when the Licence was granted.

IN WITNESS WHEREOF the Proposed Assignee executed this Undertaking on June 2, 2009.

SIGNED, SEALED AND DELIVERED in )  
the presence of: )

Witness )

On behalf of

ANDREW GOTTWALD

(name of Individual)

Benachee Resources Inc.

(formerly 7166893 Canada Ltd.), by its sole

(Corporation Name) Shareholder, THERA DIAMOND CORPORATION

Per:

Position: Chief Restructuring Officer

(corporate seal)

President of 2192640 Ontario Ltd., Chief Restructuring Officer, in its capacity as

DECLARATION OF LICENSEE (Assignor)

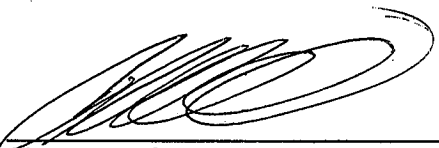
I, ANDREW GOTTWALD  
(Name)

representing BENACHEE RESOURCES INC., a wholly owned subsidiary of Tahera Diamond Corporation  
(Name of Licensee)

hereby request the Nunavut Water board to approve the assignment of

Licence No. NWBIJER0410 described in this application.

Dated this 3rd day of June, 2009, in the City of  
Toronto, Ontario, Canada.  
(Name - City/town) (Province/Territory)

  
\_\_\_\_\_  
Signature of Applicant

May 8, 2009

BY EMAIL  
WITH ORIGINAL TO FOLLOW

Department of Fisheries and Oceans  
Communications Branch  
200 Kent Street  
13<sup>th</sup> Floor, Station 13E228  
Ottawa, ON K1A 0E6  
Attention: Hon. Gail Shea  
email: Min@dfo-mpo.gc.ca

**Re: Assignment by Benachee Resources Inc.  
to 7166893 Canada Ltd. (a new wholly-owned subsidiary of Tahera Diamond Corporation)**

Attached hereto as Schedule "A" is a copy of the *Companies' Creditors Arrangement Act* approval order (the "Order") that was granted by the Ontario Superior Court of Justice on April 28, 2009.

The Order provides for the transfer of all of Benachee Resources Inc.'s assets and liabilities to 7166893 Canada Ltd. ("Newco"), a new wholly-owned subsidiary of Tahera Diamond Corporation. Pursuant to the Order, Newco is to be entered as the owner of the leases and claims previously owned by Benachee and Newco shall assume and stand in substitution of Benachee with respect to any and all permits, licenses, leases, certificates, authorizations and approvals (collectively, the "Operating Authorizations") previously held or enjoyed by Benachee.

Attached hereto as Schedule "B" is a list of the operating authorizations currently owned, held or enjoyed by Benachee as they relate to the Department of Fisheries and Oceans which are to be assigned to or otherwise vested in Newco.

The assignment of all of Benachee's assets and liabilities to Newco together with the name change of Newco from 7166893 Canada Ltd. to "Benachee Resources Inc." is expected to occur on or around June 3, 2009. Since Newco will be renamed "Benachee Resources Inc.", all leases, claims and Operating Authorizations shall remain in the name of "Benachee Resources Inc."

We trust that the foregoing is satisfactory. Please sign the receipt and acknowledgment below and return by facsimile at (403) 264-5973 to Olga Kyselyova of Macleod Dixon LLP at your earliest convenience and in any event no later than **May 15, 2009**. Should you have any questions, please contact Olga by email at [olga.kyselyova@macleoddixon.com](mailto:olga.kyselyova@macleoddixon.com) or by telephone at (403) 267-9433.

Your prompt attention to this matter is greatly appreciated.

Yours very truly,

**BENACHEE RESOURCES INC.**

Per:

\_\_\_\_\_  
Andrew Gottwald  
President of 2192640 Ontario Ltd. in its  
capacity as Chief Restructuring Officer