



Court File No. 08-CL-7355

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

THE HONOURABLE
MR. JUSTICE MORAWETZ

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TUESDAY, THE 27th DAY
OF JULY, 2010

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

**AND 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.**

Applicants

APPROVAL AND VESTING ORDER

THIS MOTION, made by Tahera Diamond Corporation and Benachee Resources Inc. (collectively, referred to herein as the "**Companies**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Companies and Shear Minerals Ltd. (the "**Purchaser**") made as of July 16, 2010, and vesting in 5133 Nunavut Limited (a wholly-owned subsidiary of the Purchaser) the Companies' right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of Thomas Pladsen sworn July 21, 2010 (the "Pladsen Affidavit"), the Supplementary Affidavit of Thomas Pladsen sworn July 26, 2010 (the "Supplementary Affidavit") and the Twelfth Report of the Monitor dated July 23, 2010 and on

hearing the submissions of counsel for the Companies, Caz Petroleum Inc., the Monitor and any other party appearing:

1. **THIS COURT ORDERS** that the time for service is hereby abridged, the service of this motion has been properly effected and this motion is properly made returnable today.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved.
3. **THIS COURT ORDERS AND DECLARES** that the execution of the Sale Agreement by the Companies is hereby authorized and approved, and the Companies are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets, as defined in the Sale Agreement, to the Purchaser. Capitalized terms not otherwise defined herein shall have the meanings described in the Sale Agreement.
4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Monitor's Certificate**"), all of the Companies' right, title and interest in and to the Purchased Assets, including, without limitation, all joint venture interests and all cash deposits, GICs, securities, certificates of deposit and letters of credit issued by the Toronto-Dominion Bank or any other Person for or in respect of the obligations of the Companies, shall vest absolutely in 5133 Nunavut Limited, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens (including possessory liens), executions, levies, charges or other financial or monetary claims or interests, at law or in equity, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by any Order of this Court including, without limitation, the Order of the Honourable Mr. Justice Spence dated January 16, 2008; (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other personal or real property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the

Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets and, in addition, this Court orders that the Purchase Price shall be paid in accordance with the Sale Agreement free and clear of any and all Claims.

5. **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, except those leases identified as numbers 80 through 119 inclusive under the heading "Beneficial Interest in Mining Leases Held in the Name of De Beers Canada Inc." ("De Beers"), which shall remain a lease interest owned by and in favour of De Beers (collectively, the "Polar JV Leases") (the "**Leases and Claims**") of (i) a document evidencing the transfer of the Leases and Claims to the Purchaser or (ii) a copy of this Order, the Mining Recorder's Office or such other applicable authorities are hereby directed to enter the Purchaser as the owner of the Leases and Claims except the Polar JV Leases.

6. **THIS COURT ORDERS** that, effective immediately upon delivery of the Monitor's Certificate to the Purchaser, 5133 Nunavut Limited shall assume and stand in substitution for all and any permits, licenses, leases, certificates, authorizations and approvals (collectively, "**Operating Authorizations**"), including those Operating Authorizations listed in Schedule "C" hereto (but not including any water licences to the extent that they are in relation to the property comprising the Polar JV Leases), to the same extent, scope and effect as held or enjoyed by the Companies. 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 5133 Nunavut Limited to the same extent, scope and effect as held or enjoyed by the Companies.

7. **THIS COURT ORDERS** that, with respect to Item #2 in Schedule "C" (the "**Water Licence**"), the determination with respect to the 5133 Nunavut Limited's entitlement to receive an assignment of the Water Licence is reserved pending approval by the Nunavut Water Board and, failing receipt of such approval, subject to further Order of this Court.

8. **THIS COURT ORDERS AND DIRECTS** the Nunavut Water Board to review and consider the assignment of the Water Licence from Benachee to the 5133 Nunavut Limited forthwith.

9. **THIS COURT ORDERS** that the Companies be and are hereby authorized, *nunc pro tunc*, to redact certain confidential provisions of the Sale Agreement from the version of the Pladsen Affidavit served upon any party other than this Honourable Court.

10. **THIS COURT ORDERS** that the unredacted version of the Sale Agreement attached as Exhibit "A" to the Pladsen Affidavit and filed with this Honourable Court shall remain sealed until after the closing of the Transaction and pending a further Order of this Court.

11. **THIS COURT ORDERS** that the Companies be and are hereby authorized, *nunc pro tunc*, to redact from the version of the Supplementary Affidavit served upon any party other than this Honourable Court certain confidential references to the Joint Venture Agreement (as defined in the Supplementary Affidavit) and the Joint Venture Agreement attached as Confidential Exhibit "A" to the Supplementary Affidavit

12. **THIS COURT ORDERS** that the unredacted version of the Supplementary Affidavit filed with this Honourable Court shall remain sealed until after the closing of the Transaction and pending a further Order of this Court.

13. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof.

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

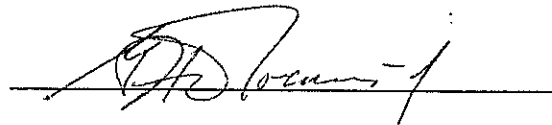
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of the Companies and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Companies;

the vesting of the Purchased Assets in the Purchaser and the distribution of the Purchase Price in accordance with the Sale Agreement pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Companies and shall not be void or voidable by creditors of the Companies, nor shall it constitute nor be deemed to be a settlement, fraudulent

preference, assignment, fraudulent conveyance, transfer at undervalue 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.

15. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario) and any similar legislation in any other provision or territory of Canada.

16. **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 Monitor and its 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 read "J. D. Brown", is written over a horizontal line.

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

JUL 28 2010

PER / PAR: JSW

Schedule A – Form of Monitor’s Certificate

Court File No. 08-CL-7355

**ONTARIO
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**IN THE MATTER OF THE COMPANIES’ CREDITORS ARRANGEMENT ACT,
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Applicants

CERTIFICATE OF THE MONITOR

RECITALS

A. Pursuant to an Order of the Honourable Justice Morawetz of the Ontario Superior Court of Justice (the “**Court**”) dated December 12, 2008, A. Farber & Partners Inc. was appointed as the Monitor (the “**Monitor**”) of Tahera Diamond Corporation and Benachee Resources Inc. (collectively, the “**Companies**”).

B. Pursuant to an Order of the Court dated ► the Court approved the agreement of purchase and sale made as of July 16, 2010, between the Companies and Shear Minerals Ltd. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Companies’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 9 of the Sale Agreement have been satisfied or waived

by the Companies and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section ► of the Sale Agreement have been satisfied or waived by the Companies and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at [TIME] on ► [DATE].

A. FARBER & PARTNERS INC., in its capacity
as the Court appointed Monitor of Tahera Diamond
Corporation and Benachee Resources Inc.

By: _____

Paul Denton

Title: _____

Schedule B – Leases and Claims

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.
25. Mining Lease No. 4761, 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.
26. Mining Lease No. 4762, 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.
27. Mining Lease No. 4763, 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.
28. Mining Lease No. 4764, 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.

29. Mining Lease No. 4765, 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.
30. Mining Lease No. 4766, 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.
31. Mining Lease No. 4767, 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.
32. Mining Lease No. 4768, 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.
33. Mining Lease No. 4769, 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.
34. Mining Lease No. 4770, 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.
35. Mining Lease No. 4771, 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.
36. Mining Lease No. 4772, 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.
37. Mining Lease No. 4773, 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.

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. Mining Claim No. 73051 (WIND 051), dated August 30, 2001, 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.
60. Mining Claim No. 73052 (WIND 052), dated August 30, 2001, 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.
61. Mining Claim No. 73235 (EARTH 35), dated August 30, 2001, 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.
62. Mining Claim No. 74770 (NAP 3), dated March 13, 2002, 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.
63. Mining Claim No. 74774 (NAP 7), dated March 13, 2002, 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.
64. Mining Claim No. 74777 (NAP 10), dated March 13, 2002, 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.
65. Mining Claim No. 74778 (NAP 11), dated March 13, 2002, 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.
66. Mining Claim No. 74779 (NAP 12), dated March 13, 2002, 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.
67. Mining Claim No. 74780 (NAP 13), dated March 13, 2002, 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.
68. Mining Claim No. 74781 (NAP 14), dated March 13, 2002, 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.
69. Mining Claim No. 75430 (NAP 15), dated March 13, 2002, 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.
70. Mining Claim No. 75431 (NAP 16), dated March 13, 2002, 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.

71. Mining Claim No. 75432 (NAP 17), dated March 13, 2002, 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.
72. Mining Claim No. 75433 (NAP 18), dated March 13, 2002, 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.
73. Mining Claim No. 75435 (NAP 20), dated March 13, 2002, 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.
74. Mining Claim No. 75436 (NAP 21), dated March 13, 2002, 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.
75. Mining Claim No. 75437 (NAP 22), dated March 13, 2002, 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.
76. Mining Claim No. 75445 (NAP 30), dated March 13, 2002, 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.
77. Mining Claim No. 75447 (NAP 32), dated March 13, 2002, 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.
78. Mining Claim No. 75448 (NAP 33), dated March 13, 2002, 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.
79. Mining Claim No. 75449 (NAP 34), dated March 13, 2002, 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.

Beneficial Interest in Mining Leases Held in the Name of De Beers Canada Inc.

80. 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.
81. 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.

82. 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.
83. 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.
84. Mining Lease No. 4605, 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.
85. Mining Lease No. 4606, 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.
86. Mining Lease No. 4607, 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.
87. Mining Lease No. 4608, 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.
88. Mining Lease No. 4609, 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.
89. Mining Lease No. 4610, 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.
90. Mining Lease No. 4611, 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. 4612, 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. 4613, 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. 4614, 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. 4615, 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. 4616, 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. 4617, 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. 4618, 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. 4619, 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. 4620, 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.
100. Mining Lease No. 4621, 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.

101. Mining Lease No. 4622, 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.
102. Mining Lease No. 4623, 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.
103. Mining Lease No. 4624, 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.
104. Mining Lease No. 4625, 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.
105. Mining Lease No. 4626, 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.
106. Mining Lease No. 4627, 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.
107. Mining Lease No. 4628, 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.
108. Mining Lease No. 4629, 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.
109. Mining Lease No. 4630, 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.
110. 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.

111. 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.
112. 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.
113. 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.
114. 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.
115. 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.
116. 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.
117. 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.
118. 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.
119. 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

1. Water Compensation Agreement, dated September 8, 2004, which was originally attached as Schedule "K" to the Inuit Impact Benefit Agreement, dated September 8, 2004, between Tahera Diamond Corporation and the Kitikmeot Inuit Association, and was subsequently amended by the Inuit Impact Benefit Agreement Amending Agreement No. 2, dated December 20, 2004, between Tahera Diamond Corporation and the Kitikmeot Inuit Association. The parties to the Water Compensation Agreement were amended to be the Kitikmeot Inuit Association and Benachee Resources Inc.
2. Nunavut Water Board Water License #NWB1JER0410, dated effective January 25, 2005, granted to Benachee Resources Inc. The license expires on December 31, 2010.
3. Inuit Owned Lands Commercial Lease #KTCL305D001, dated July 6, 2005, 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.
4. Authorization for the harmful alteration, disruption or destruction of fish habitat, Authorization No. NU-00-0068, dated April 15, 2005, issued to Benachee Resources Inc. This Authorization was amended on November 28, 2007 and the valid authorization period was from December 31, 2007 to August 15, 2008. The Letter of Credit required under the Authorization in the amount of \$280,000 (Canadian) is valid until December 31, 2016.
5. Quarry Lease #76L/3-1-2, dated February 11, 2005, between Her Majesty the Queen and Benachee Resources Inc. The lease is for a term of 10 years commencing February 1, 2005 and terminating January 31, 2015.
6. Infrastructure Lease #76E/13-2-2, dated February 11, 2005, between Her Majesty the Queen and Benachee Resources Inc. The lease is for a term of 20 years commencing February 1, 2005 and terminating January 31, 2025.
7. IOL Agreements with Nunavut Tunngavik Inc. in relation to land parcels: Hood River CO20-00-03R and Contowyto Lake CO08-00-01.

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

- Applicants

Court File No.: 08-CL-7355

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

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**APPROVAL AND VESTING ORDER
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