

COURT FILE NUMBER 2001-05630
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DOMINION DIAMOND MINES ULC, DOMINION DIAMOND DELAWARE COMPANY LLC, DOMINION DIAMOND CANADA ULC, WASHINGTON DIAMOND INVESTMENTS, LLC, DOMINION DIAMOND HOLDINGS, LLC AND DOMINION FINCO INC.

DOCUMENT

APPLICATION

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, AB T2P 4K9
Attention: Sean Collins / Walker W. MacLeod

Tel: 403-260-3531 / 3710
Fax: 403-260-3501
Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca

NOTICE TO THE RESPONDENTS

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date: October 30, 2020
Time: 10:00 am
Where: Calgary Courts Centre
Before Whom: The Honourable Justice K.M. Eidsvik

Go to the end of this document to see what you can do and when you must do it.

Remedy claimed or sought: Diavik Diamond Mines (2012) Inc. (“**DDMI**”) applies for two orders, substantially in the forms attached as Schedule “**A**” and Schedule “**B**” hereto:

1. Declaring that this application (the “**Application**”) is properly returnable on October 30, 2020, and that service of: (i) this Application; and, (ii) the Affidavit #4 of Thomas Croese, sworn

on October 19, 2020 (the “**Fourth Croese Affidavit**”), are validated and declared to be good and sufficient, that service of this Application and the Fourth Croese Affidavit on the persons listed on the service list created and maintained in the within proceedings (the “**CCAA Proceedings**”), is validated, good, and sufficient, and that no persons, other than those on such service list, are entitled to service of the Application or the Fourth Croese Affidavit.

2. Approving the process (the “**Realization Process**”) for realization upon Dominion Diamond ULC’s (“**Dominion**”) share of production from the Diavik Mine (the “**DDMI Collateral**”) and authorizing and empowering DDMI to take the steps and actions necessary to implement the Realization Process.

3. Continuing the suspension ordered by this Court on September 25, 2020 of the operation of paragraph 16 of the Second Amended and Restated Initial Order (the “**SARIO**”) with respect to the requirement implicit in the SARIO requiring DDMI to deliver DDMI Collateral to Dominion to the extent the DICAN Canada valuation exceeds the amount outstanding for Cover Payments.

4. Sealing the exhibits attached as Confidential Exhibit “1”, Confidential Exhibit “2” and Confidential Exhibit “3” (collectively, the “**Confidential Exhibits**”) to the Fourth Croese Affidavit, on the Court file, until further Order of this Honourable Court.

5. Such further and other relief as DDMI may seek, and this Honourable Court may allow.

Grounds for making this application: The grounds for making this application are as follows:

Background to the Application

6. DDMI and Dominion are successors in interest (in this capacity, each a “**Participant**”) to the Diavik Joint Venture Agreement, dated March 23, 1995, between DDMI (as successor to Kennecott Canada ULC) and Dominion (as successor to Aber Resources Limited), as subsequently amended from time to time (collectively and including all amendments thereto referred to as, the “**JVA**”).

7. Pursuant to the JVA, DDMI holds a sixty percent (60%) interest in, and Dominion holds a forty percent (40%) interest in, a mine site and various surrounding exploration properties (collectively, the “**Diavik Mine**”) located approximately 300 kilometers northeast of Yellowknife, Northwest Territories. Specifically, pursuant to Section 3.1 of the JVA, DDMI and Dominion agreed to associate in a joint venture with respect to the Diavik Mine (the “**Joint Venture**”).

8. DDMI is the manager of the Diavik Mine and is responsible for all day to day Operations (as defined in the JVA).

9. Pursuant to the JVA, each Participant is required to make certain contributions in respect of its proportionate share of all costs (the “**Costs**”). In its capacity as manager, DDMI is responsible for the payment of 100% of all Costs, as part of its operation of the Diavik Mine. DDMI typically remits full payment to all vendors on behalf of the Joint Venture and then collects Dominion’s 40% share of such Costs through bi-weekly invoices issued to Dominion in accordance with the JVA (the “**Cash Calls**”).

10. Pursuant to Section 9.4(a) of the JVA, in the event that either Participant defaults in its obligation to pay a contribution or Cash Call, the non-defaulting Participant is permitted (but not obligated) to elect to make such contribution or meet such cash call on behalf of the defaulting Participant (each such payment is referred to as, a “**Cover Payment**”).

11. Pursuant to Section 9.4(b) of the JVA, the amount of any such Cover Payment shall: (i) constitute indebtedness due from the defaulting Participant to the non-defaulting Participant; and, (ii) be secured by, a mortgage of and security interest in such Participant’s right, title and interest in, to and under, whenever acquired or arising, its Participating Interest and the Assets (each as defined in the JVA) (collectively, the “**Security**”).

Realization to Satisfy Cover Payment Indebtedness

12. As of October 19, 2020, Dominion is indebted to DDMI for Cover Payment obligations in the amount of \$119.52 million CAD, plus interest (presently estimated to be in the amount of \$2.37 million CAD) and legal fees, costs and expenses.

13. Dominion has implemented and completed the SISP Procedures (as defined in the SARIO). The SISP Procedures have concluded and there is no offer or transaction in respect of Dominion’s interest in the Diavik Mine. Dominion has not repaid the Cover Payments or any portion thereof and has no intention of doing so. There is no reasonable prospect that Dominion will be able to repay the Cover Payments. It would be unjust and inequitable to not permit DDMI to recover the amounts owing to it on account of the Cover Payments.

14. DDMI has designed the Realization Process, taking current market conditions into account, including its experience in selling DDMI’s share of Diavik Mine production, to optimize recovery on the DDMI Collateral in a fair and transparent manner for the benefit of Dominion and

its stakeholders. The Realization Process will follow standard processes and procedures for diamond sales, including accessing and utilizing international marketing networks and DDMI's diamond team will handle the DDMI Collateral in the same way it handles its own 60% share. DDMI, by and through its parent, Rio Tinto plc, has an extensive network and has capabilities to undertake the realization of the DDMI Collateral.

DICAN Valuation

15. All diamonds produced by the Diavik Mine are evaluated by, Diamonds International Canada Limited (“**DICAN**”) which is a joint venture between the Aboriginal Diamonds Group Ltd. and WWW Internal Diamond Consultants Limited (“**WWW International**”). DICAN provides independent resource evaluation and diamond valuation services to both the government of Ontario and the government of the Northwest Territories (“**GNWT**”). On a monthly basis, DICAN values production from the Diavik Mine which is subsequently used to compare assessed value to royalties, which royalties are then paid on the final sales prices (the “**DICAN Gross Valuation**”).

16. Pursuant to paragraph 16 of the SARIO, DDMI, in its capacity as manager under the JVA, is currently authorized to hold only a portion of the DDMI Collateral, equal to the total value of the Cover Payments made by DDMI, at the production splitting facility in Yellowknife, Northwest Territories (the “**PSF**”), which value is determined based on the DICAN Gross Valuation. DDMI seeks a continuation of the suspension of the operation of this provisions of the SARIO due to concern that the DICAN Gross Valuation does not represent the true realizable value of the DDMI Collateral. Specifically:

- (a) restricting DDMI to holding collateral equal to an appraisal of its value (whether it be based on DICAN or alternative metrics) places DDMI at risk of loss. DDMI should not be placed in a position because, subject to the CCAA priority charges, it has the senior security position on the DDMI Collateral;
- (b) the DICAN Gross Valuation does not equate to the realizable value of the DDMI Collateral. The DICAN Gross Valuation provides a gross value of the product that does not account for sale, marketing, royalty and other fees and expenses that will be incurred as part of realization on the DDMI Collateral;

- (c) the DICAN Gross Valuation does not account for the unprecedented market uncertainty that has been caused by the COVID-19 pandemic, including substantial decreases in sales and inventory build-up;
- (d) in recent years, DICAN has consistently overvalued DDMI's share of Diavik diamonds compared to the actual realised price achieved on sales to third parties.

Sealing

17. The Confidential Exhibits to the Fourth Croese Affidavit contains third-party analysis and information which is confidential and commercially sensitive. Confidential Exhibit "2" and Confidential Exhibit "3" were also provided to DDMI with an expectation that confidentiality would be maintained over them. Disclosure of the market report would cause: (i) serious and irreparable harm to the commercial interests of all of the Participants and their stakeholders due to the potential disclosure of financial and sensitive asset valuation information; and, (ii) reputational harm to WWW International which provides such market analysis on a strictly confidential basis. The sealing provision that DDMI seeks as part of the Application are fair and reasonable method of addressing the serious and irreparable harm that would result if the Confidential Exhibits were publicly disseminated.

18. Such further and other relief as counsel for Dominion may advise and this Honourable Court may permit.

Material or evidence to be relied upon:

19. DDMI intends to rely upon the following materials:

- (a) the Affidavit of Kristal Kaye, sworn on April 21, 2020, filed;
- (b) the Affidavit of Kristal Kaye, sworn on September 18, 2020, filed;
- (c) the Affidavit of Frederick Vescio, sworn on October 7, 2020, filed;
- (d) the Affidavit of Thomas Croese, sworn on April 30, 2020, filed;
- (e) the Supplemental Affidavit of Thomas Croese, sworn on May 7, 2020, filed;
- (f) the Affidavit #2 of Thomas Croese, sworn on May 28, 2020, filed;

- (g) the Affidavit #3 of Thomas Croese, sworn on June 16, 2020, filed;
- (h) the Affidavit #4 of Thomas Croese, sworn on October 19, 2020, filed;
- (i) the Confidential Exhibits to the Affidavit #4 of Thomas Croese, sworn on October 19, 2020, unfiled;
- (j) the Sixth Report of the Monitor, filed; and,
- (k) such further and other material or evidence as counsel to DDMI may advise and this Honourable Court may permit.

Applicable Rules:

- 20. Rule 6.3, 6.9, 6.28, and 11.27 of the Alberta Rules Of Court, Alta. Reg. 124/2010; and,
- 21. Such further and other Rules as counsel to DDMI may advise.

Applicable Acts and Regulations:

- 22. *Companies' Creditors Arrangements Act*, R.S.C. 1985, c. C-36; and,
- 23. Such further and other Acts and regulations as counsel to DDMI may advise.

Any irregularity complained of or objection relied on:

- 24. None.

How the application is proposed to be heard or considered:

- 25. DDMI proposes that the Application be heard in person or via Webex, with one, some or, all of the parties present.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

**SCHEDULE "A" TO THE APPLICATION
ORDER (REALIZATION PROCESS)**

Clerk's Stamp

COURT FILE NUMBER 2001-05630
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANTS IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF DOMINION DIAMOND MINES ULC,
DOMINION DIAMOND DELAWARE COMPANY LLC, DOMINION
DIAMOND CANADA ULC, WASHINGTON DIAMOND
INVESTMENTS, LLC, DOMINION DIAMOND HOLDINGS, LLC,
AND DOMINION FINCO INC.

DOCUMENT **ORDER (Realization Process)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, AB T2P 4K9
Attention: Sean Collins / Walker W. MacLeod
Tel: 403-260-3531
Fax: 403-260-3501
Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca

DATE ON WHICH ORDER WAS PRONOUNCED: October 30, 2020
NAME OF JUDGE WHO MADE THIS ORDER: Justice K.M. Eidsvik
LOCATION OF HEARING: Calgary, Alberta

UPON the application (the "**Application**") of Diavik Diamond Mines (2012) Inc. ("**DDMI**"); **AND UPON** having read the Affidavit of Kristal Kaye, sworn on April 21, 2020, the Affidavit of Kristal Kaye, sworn on September 18, 2020, the Affidavit of Frederick Vescio, sworn on October 7, 2020, the Affidavit of Thomas Croese, sworn on April 30, 2020, the Supplemental Affidavit of Thomas Croese, sworn on May 7, 2020, the Affidavit #2 of Thomas Croese, sworn on May 28, 2020, the Affidavit #3 of Thomas Croese, sworn on June 16, 2020, the Affidavit #4 of Thomas Croese, sworn on October 19, 2020 (the "**Fourth Croese Affidavit**"), the Sixth Report of the

Monitor, dated September 22, 2020, and the Bench Brief of DDMI, all filed; **AND UPON** having read Confidential Exhibits “1”, “2”, and “3” to the Fourth Croese Affidavit, unfilled; **AND UPON** having read the Affidavit of Service of Katie Doran (the “**Service Affidavit**”), to be filed; **AND UPON** hearing counsel for DDMI and any other counsel present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application and the Fourth Croese Affidavit is abridged, the Application is properly returnable today, service of the Application and the Fourth Croese Affidavit on the service list created and maintained as part of the within proceedings and as set out as Exhibit “A” to the Service Affidavit (the “**Service List**”), in the manner described in the Service Affidavit, is good and sufficient, and no other persons, other than those listed on the Service List, are entitled to service of the Application or the Fourth Croese Affidavit.
2. The realization process in the form attached as Schedule “**A**” hereto (the “**Realization Process**”) be and is hereby approved. DDMI is authorized and empowered to implement the Realization Process and take all steps and actions necessary to implement the Realization Process.
3. The order issued by this Honourable Court on September 25, 2020 (the “**September 25 Order**”) that partially suspended the operation of paragraph 16 of the Second Amended and Restated Initial Order, granted on June 19, 2020 be and is hereby continued on the terms set forth in the September 25 Order.
4. Service of this Order shall be deemed good and sufficient by serving the same in accordance with the procedures in the CaseLines Service Order granted May 29, 2020 in these proceedings.

J.C.C.Q.B.A.

**SCHEDULE "A" TO THE ORDER (REALIZATION BY DDMI OF SECURITY)
REALIZATION PROCESS**

Monetization Process

1. Dominion Diamond Mines ULC ("**Dominion**") and Diavik Diamond Mines (2012) Inc. ("**DDMI**") are successors in interest to the Diavik Joint Venture Agreement dated as of March 23, 1995 between Kennecott Canada Inc. and Aber Resources Limited, as subsequently amended (collectively, the "**JVA**").
2. On April 22, 2020, Dominion sought and obtained protection from its creditors pursuant to an order issued by the Court of Queen's Bench of Alberta (the "**Court**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") in Court File No. 2001-05630 (the "**CCAA Proceedings**"). FTI Consulting Canada Inc. has been appointed as the monitor of Dominion pursuant to the CCAA (the "**Monitor**").
3. This Monetization Process shall govern the disposition of Dominion's share of production from the Diavik Diamond Mine located in the North Slave Region of the Northwest Territories, Canada (the "**Diavik Mine**") that is not otherwise identified in paragraph 2 of the Order (Delivery of Diamonds) issued in the CCAA Proceedings on May 8, 2020 (the "**DDMI Collateral**"). In order to optimize the value of the DDMI Collateral for all stakeholders, the DDMI Collateral must be disposed of in a commercially reasonable manner, in a fair and transparent process and, recognizing that the DDMI production from the Diavik Mine (the "**DDMI Production**") may already be subject to agreement for sale, is intended to be treated in a manner no less favourable than the DDMI Production wherever possible.
4. DDMI is hereby empowered and authorized, but not obligated, to act at once in respect of the DDMI Collateral, and is hereby expressly empowered and authorized to do any of the following, at all times acting in a commercially reasonable manner and in accordance with the procedure set out in Schedule "A", where DDMI considers it reasonably necessary or desirable:
 - (a) transport the DDMI Collateral from the production sorting facility in Yellowknife, Northwest Territories (the "**PSF**") to Antwerp, Belgium;
 - (b) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons including, without limitation, persons who are affiliates of DDMI, from time to time and on whatever basis, including on a temporary basis, on terms and conditions that are commercially reasonable and

consistent with standard processes and procedures of DDMI, or persons who are affiliates of DDMI, to assist with the exercise of DDMI's powers and duties in respect of the DDMI Collateral;

- (c) clean, sort, value and market the DDMI Collateral to and with the assistance of any person;
 - (d) sell, transfer and convey the DDMI Collateral to any person in accordance with the procedure set out in Schedule "A" hereto;
 - (e) receive and collect on Dominion's behalf all monies and accounts now owed or hereafter owing to Dominion in respect of the DDMI Collateral and to exercise all remedies of Dominion in collecting such monies, including, without limitation, to enforce any security held by Dominion in respect of the DDMI Collateral;
 - (f) disburse all monies and accounts that are received and collected in respect of the DDMI Collateral in accordance with the priorities set forth in paragraph 8 of this Monetization Process;
 - (g) take any steps reasonably incidental to carrying out the procedure set out in Schedule "A";
 - (h) and in each case where DDMI takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other persons, including Dominion, and without interference from any other persons.
5. Upon the completion of a disposition of all or any portion of the DDMI Collateral (each, a "**Sale**"), Dominion's and DDMI's interest in the DDMI Collateral that is subject to such Sale shall vest absolutely in the applicable purchaser, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by any order in the CCAA proceeding involving Dominion; and;
 - (b) any charges, security interests or claims evidenced by registrations pursuant to any personal property registry system in a Canadian jurisdiction.
6. DDMI shall not be acting as, and shall not be deemed to act as, Dominion's agent as a result of carrying out the provisions of this Monetization Process and shall not become liable for or obligated to perform any liability, indebtedness or obligation of Dominion as a result of carrying out the provisions of this Monetization Process, completing any Sales or distributing any proceeds resulting therefrom. All Sales shall be permitted to be completed in one or more transactions, in DDMI's sole and absolute discretion, including without limitation, with respect to the timing, process, and manner of such Sale provided the Sale complies with the provisions of Schedule "A". Other than liabilities that DDMI expressly agrees to incur in writing in respect of any Sale, DDMI shall have no liability of any kind to any person with respect to any Sale including, without limitation, the timing, process, and manner of such Sale, and no person shall sue or otherwise take any action against DDMI with respect to such Sale except for:
- (a) claims that DDMI expressly agrees to incur in writing in respect of any Sale; or
 - (b) claims that DDMI's conduct with respect to the process and manner of such Sale constituted gross negligence or willful misconduct or did not comply with the provisions of Schedule "A".
7. For certainty, Dominion shall have and shall continue to have all right, title and interest in the DDMI Collateral throughout the sales process and until completion of a Sale. DDMI shall take good faith and commercially reasonable steps in order to effectuate the Sales in a tax efficient manner.
8. The proceeds resulting from any Sale shall be distributed promptly after receipt thereof in accordance with the following:
- (a) first, towards all taxes or royalties applicable to DDMI Collateral that rank in priority to the security provided for in Article 9.4 of the JVA;

- (b) second, to all fees, costs and expenses incurred by or on behalf of DDMI in the implementation of the Realization Process and the completion of the Sale including, without limitation, a fee equal to 2.5% of the gross value of any Sale payable to DDMI in relation to handling, sorting, selling and collecting proceeds;
 - (c) third, to DDMI, in satisfaction of outstanding Cover Payments (as such term is defined in the JVA) and interest thereon made by DDMI pursuant to Article 9.4 of the JVA including reasonable legal fees and all other reasonable costs and expenses incurred by DDMI in collecting payment of such indebtedness and enforcing such security interest;
 - (d) fourth, to Credit Suisse AG, Cayman Islands Branch (the “**Administrative Agent**”) in satisfaction of all indebtedness, liabilities and obligations owing by Dominion under the credit agreement (as amended or supplemented from time to time) dated as of November 1, 2017 among, inter alia, Dominion, the Administrative Agent and various lenders from time to time party thereto including, without limitation, principal, interest, reasonable legal fees and all other reasonable costs and expenses incurred by the Administrative Agent;
 - (e) fifth, to Wilmington Trust, National Association, as trustee (the “**Second Lien Trustee**”), in satisfaction of all indebtedness, liabilities and obligations owing by Dominion under the 7.125% senior secured second lien notes issued pursuant to a trust indenture dated as of October 23, 2017 (as amended or supplemented from time to time) among, inter alia, Dominion and the Second Lien Trustee including, without limitation, principal, interest, reasonable legal fees and all other reasonable costs and expenses incurred by the Second Lien Trustee; and
 - (f) sixth, to Dominion, to be held in a segregated trust account at a chartered Canadian bank and distributed in accordance with a distribution order or other order of the Court.
9. Subject to DDMI complying with any order in the CCAA proceedings, nothing in this Monetization Process shall prevent DDMI from exercising all such other rights and remedies available to it under applicable law.

10. DDMI will report to Dominion, the Monitor and the Administrative Agent as the representative of Dominion's first lien lenders (the "**First Lien Lenders**") on the Monetization Process in accordance with the provisions of Schedule "A" on a monthly basis and when otherwise reasonably requested by Dominion, the Monitor or the Administrative Agent. Any such reporting to the Administrative Agent shall be deemed to be made without any representation or warranty from DDMI to the Administrative Agent or the First Lien Lenders and, with respect to such reporting, DDMI shall not have any liability to the Administrative Agent, the First Lien Lenders or any other person resulting from such parties' use of such reporting or any errors therein.

11. The Monitor or any person with an interest in the DDMI Collateral may seek advice or directions from the Court in respect of the Monetization Process on reasonable notice to all other interested persons. All persons with an interest in the DDMI Collateral shall act in good faith and in a commercially reasonable manner in respect of the Monetization Process. Any Sale of the DDMI Collateral by auction, and any direct to customer sale in a manner generally consistent with past practice or as authorized by this Monetization Process, shall be and is hereby deemed to be commercially reasonable.

SCHEDULE "A"

PROCEDURE FOR SALE OF DDMI COLLATERAL

Key Principles

Striving for diamond production value optimization by following a number of key principles across all sales:

1. Product must be fully cleaned and sorted in a wide variety of diamond categories (sizes, colours, clarities, shapes) to be able to offer the right products to the right customers. This sorting process needs to be executed in a safe and secure operation.
2. Timing of sales must as much as possible be aligned to market cycles placing the right volume of product aligned with market demand.
3. Optionality of sales channels (contracts, auctions, tenders, negotiated spot sales) provides flexibility, market/price/customer insights and fast product placement and monetization pathways, provided that DDMI Collateral will not be sold under long term supply contracts that provide pricing at a discount to the prevailing market.
4. A professional experienced well-equipped team is required to execute the sales process, optimize the sale proceeds (taking into consideration the existing circumstances facing the diamond market) and collect cash in a fast and cost-efficient manner.

Proposed Sales and Marketing Process

To the extent it agrees to exercise its right to sell the DDMI Collateral pursuant to Section [4] of the Monetization Process, DDMI will follow the following process:

1. DDMI or persons who are affiliates of or retained by DDMI will handle the DDMI Collateral in a commercially reasonable manner and generally apply the same processes, audits and analysis as such persons utilizes with any equivalent DDMI Production.
2. DDMI or persons who are affiliates of or retained by DDMI will insure, import, clean, sort, value and sell the DDMI Collateral using their existing secure infrastructure, including existing experienced teams, security systems, diamond stock tracking software, sorting technology and experts, pricing methods, contracts (other than long term contracts providing for pricing which may represent a discount to the prevailing market), auction platform, and industry network.
3. The DDMI Collateral will be sorted and valued using tthe same sorting product line, Diavik Mine samples and pricebook that is applied to any equivalent DDMI Production.
4. DDMI or persons who are affiliates of or retained by DDMI will sort and phase the DDMI Collateral over the Q4 2020 and Q1/Q2 2021 periods to avoid a high volume of product being offered at once and to help optimize sales proceeds unless, in DDMI's reasonable business judgment, market conditions would allow a higher volume of product to be sold without negatively impacting the market.
5. DDMI or persons who are affiliates of or retained by DDMI will sell all diamonds that are subject to being split at the Antwerp Facility under the current Joint Venture Splitting

Protocol (i.e., boart, near gem and “Selected Diamonds”) using an auction or closed tender process and with distribution of proceeds being made in accordance with the Monetization Process.

6. DDMI shall:
 - a. provide to Dominion, the Monitor and the Administrative Agent (subject to entering into commercially reasonable confidentiality and restriction on use arrangements with the Administrative Agent) diamond sorting results (size and quality analysis);
 - b. provide to the Monitor (subject to entering into commercially reasonable confidentiality and restriction on use arrangements with the Monitor), copies of actual sales invoices, including itemized lists of deductions for taxes and royalties and DDMI’s handling, sales and cash collection fee and auction logs showing bidding participation and price curves for different product segments (market demand, market prices);
 - c. permit an independent and internationally recognized accounting firm to audit the records and information identified above, at Dominion's sole cost and expense (subject to entering into commercially reasonable confidentiality arrangements with such accounting firm including without limitations confidentiality arrangements with respect to information which such accounting firm may share with any other Person including, without limitation, Dominion, the Monitor and/or the Administrative Agent).
7. DDMI will (subject to entering into commercially reasonable confidentiality and restrictions on use arrangements with Dominion) permit Dominion to have periodic access to the DDMI Collateral, at Dominion's cost, upon reasonable notice for the purpose of verifying and assessing value of the DDMI Collateral. Dominion shall accord with DDMI's safety and security policies and procedures when viewing the DDMI Collateral.
8. DDMI will (subject to entering into commercially reasonable confidentiality and restrictions on use arrangements with Dominion) facilitate quarterly / ½ yearly meetings with Dominion, the Monitor and the Agent to review market and sale results and permit on-site (if and when appropriate and safe) or virtual tours and/or meetings to introduce key team members and show key processes & infrastructure.

**SCHEDULE "B" TO THE APPLICATION
ORDER (SEALING)**

Clerk's Stamp

COURT FILE NUMBER	2001-05630
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANTS	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DOMINION DIAMOND MINES ULC, DOMINION DIAMOND DELAWARE COMPANY LLC, DOMINION DIAMOND CANADA ULC, WASHINGTON DIAMOND INVESTMENTS, LLC, DOMINION DIAMOND HOLDINGS, LLC, AND DOMINION FINCO INC.
DOCUMENT	ORDER (Sealing)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCarthy Tétrault LLP 4000, 421 – 7 th Avenue SW Calgary, AB T2P 4K9 Attention: Sean Collins / Walker W. MacLeod / Pantelis Kyriakakis Tel: 403-260-3531 / 3710 / 3536 Fax: 403-260-3501 Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca / pkyriakakis@mccarthy.ca

DATE ON WHICH ORDER WAS PRONOUNCED: **October 30, 2020**

NAME OF JUDGE WHO MADE THIS ORDER: **Justice K.M. Eidsvik**

LOCATION OF HEARING: **Calgary, Alberta**

UPON the application (the "**Application**") of Diavik Diamond Mines (2012) Inc. ("**DDMI**"); **AND UPON** having read the Affidavit #4 of Thomas Croese, sworn on October 19, 2020 (the "**Fourth Croese Affidavit**"), filed; **AND UPON** having read Confidential Exhibits "1", "2", and "3" to the Fourth Croese Affidavit (the "**Confidential Exhibits**"), unfiled; **AND UPON** having read the Affidavit of Service of Katie Doran (the "**Service Affidavit**"), to be filed; **AND UPON** hearing counsel for DDMI and any other counsel present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of the Application and the Fourth Croese Affidavit is abridged, the Application is properly returnable today, service of the Application and the Fourth Croese Affidavit on the service list, in the manner described in the Service Affidavit, is good and sufficient, and no other persons, other than those listed on the service list (the "**Service List**"), are entitled to service of the Application or the Fourth Croese Affidavit.

2. Part 6, Division 4 of the *Alberta Rules of Court* does not apply to the Application and the Clerk of the Court is hereby directed to seal the Confidential Exhibits, on the Court file, until further Order of this Honourable Court. The Confidential Exhibits shall be sealed and filed in an envelope containing the following endorsement thereon:

THIS ENVELOPE CONTAINS CONFIDENTIAL EXHIBITS "1", "2", AND "3" TO THE AFFIDAVIT #4 OF THOMAS CROESE, SWORN ON OCTOBER 19, 2020. THE CONFIDENTIAL EXHIBITS "1", "2", AND "3" TO THE AFFIDAVIT #4 OF THOMAS CROESE, SWORN ON OCTOBER 19, 2020 IS SEALED PURSUANT TO AN ORDER ISSUED BY THE HONOURABLE JUSTICE K.M. EIDSVIK, DATED OCTOBER 30, 2020, AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICALLY ACCESSIBLE UNTIL FURTHER ORDER OF THIS HONOURABLE COURT.

3. Any person may apply, on reasonable notice to the Applicants, DDMI and any other persons likely to be affected, to vary or amend the terms of paragraph 1 of this Order.

4. The Confidential Exhibits are to also be uploaded to the online filesite established by the Monitor (the "**CaseLines Filesite**") in a case file that may only be accessed by the presiding Justices of the Court of Queen's Bench and the parties who are authorized to access materials filed under and pursuant to sealing orders in these proceedings.

5. Service of this Order shall be deemed good and sufficient by serving the same in accordance with the procedures in the CaseLines Service Order granted May 29, 2020 in these proceedings.

J.C.C.Q.B.A.