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Justice Eidsvik
JS
Nov 9, 2021



COURT FILE NUMBER

2001-05630

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANT

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 ARRANGEMENT
OF DOMINION DIAMOND MINES ULC, DOMINION
DIAMOND DELAWARE COMPANY LLC, DOMINION
DIAMOND CANADA ULC, WASHINGTON DIAMOND
INVESTMENTS, LLC, DOMINION DIAMOND HOLDINGS,
LLC, DOMINION FINCO INC. AND DOMINION
MARKETING CORPORATION

DOCUMENT

SUPPLEMENTAL REPORT TO THE SIXTEENTH REPORT
OF FTI CONSULTING CANADA INC., IN ITS CAPACITY
AS MONITOR OF DOMINION DIAMOND MINES ULC,
DOMINION DIAMOND DELAWARE COMPANY LLC,
DOMINION DIAMOND CANADA ULC, WASHINGTON
DIAMOND INVESTMENTS, LLC, DOMINION DIAMOND
HOLDINGS, LLC, DOMINION FINCO INC. AND
DOMINION MARKETING CORPORATION

October 19, 2021

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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SUPPLEMENTAL REPORT TO THE SIXTEENTH REPORT OF THE MONITOR

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INTRODUCTION

1. The purpose of this Supplemental Report to the Sixteenth Report (the “**Supplemental Report**”) is to supplement the Sixteenth Report of the Monitor dated October 6, 2021 (the “**Sixteenth Report**”) by providing this Honourable Court and the Applicants’ stakeholders with information with respect to:
 - a. correspondence with ACDC and other parties with respect to the Monitor’s Application now scheduled to be heard on November 9, 2021 (the “**Monitor’s Application**”);
 - b. the Dominion Production held by DDMI as collateral for Dominion’s Cover Payment obligations and corresponding DICAN valuations;
 - c. certain amendments to the AVO Agreement and AVO; and
 - d. certain amendments to the RVO Term Sheet and RVO.
2. This Supplemental Report should be read in conjunction with the Sixteenth Report and all capitalized terms used herein are as defined in the Sixteenth Report.
3. The Sixteenth Report was filed in connection with the Monitor’s Application for the following orders and relief:
 - a. the advice and direction of the Court as to whether the Monitor can deliver to DDMI the discontinuance and release of the BC Civil Claim and, if the Court directs, an AVO approving the AVO Transaction and vesting DDM’s right, title and interest in the acquired assets described in the AVO Agreement;
 - b. a RVO pursuant to which the Dominion Entities will be irrevocably cleansed of certain transferred liabilities and certain transferred property would be vested out

of the Dominion Entities to be held in trust by the Monitor for the Applicants' Creditors;

- c. an order extending the Stay of Proceedings until and including March 4, 2022; and
- d. such further and other relief as counsel may request and the Court may deem appropriate

TERMS OF REFERENCE

- 4. In preparing this Supplemental Report, the Monitor has relied upon certain information (the "**Information**") including Dominion's unaudited financial information, books and records and discussions with senior management ("**Management**").
- 5. Except as described in this Supplemental Report, the Monitor has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.
- 6. The Monitor has not examined or reviewed financial forecasts and projections referred to in this report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
- 7. Future oriented financial information reported to be relied on in preparing this report is based on Management's assumptions regarding future events. Actual results may vary from forecast and such variations may be material.
- 8. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

ACDC REQUEST FOR AN ADJOURNMENT

9. On October 8, 2021, legal counsel for ACDC sent a letter to this Honourable Court, copying the Service List in the CCAA Proceedings, advising that ACDC would be seeking an adjournment of the scheduled October 15, 2021 hearing of the Monitor's Application, citing concerns with the service timelines and a request for additional time for parties to assess the proposed transactions and prepare their responses. The letter also stated that ACDC had provided instructions to oppose the relief currently being sought by the Monitor's Application. The October 8 Letter is attached as Appendix "A".
10. On October 11, 2021, the Monitor received a letter from ACDC's counsel (the "**October 11 Letter**"), requesting information and clarification from the Monitor on a number of matters relating to the service timelines of the Monitor's Application, the AVO Transaction and the RVO Transaction. The October 11 Letter is attached at Appendix "B".
11. The Monitor responded to the October 11 Letter on October 13, 2021 addressing the questions raised by ACDC and confirming its intention to proceed with the Monitor's Application on October 15, 2021. The Monitor's response letter is attached at Appendix "C".
12. On October 13, 2021, legal counsel for ACDC served on the Court and the Service List the Affidavit of ACDC's Chief Financial Officer, Kristal Kaye, sworn on October 13, 2021 (the "**October 13 Kaye Affidavit**"), setting out, among other things, the reasons for ACDC's request for the adjournment of the Monitor's Application and opposition to the relief being sought.
13. On October 13, 2021, the Monitor received a letter from McCarthy Tetrault LLP as counsel to DDMI (the "**October 13 Letter**") notifying the Monitor of DDMI's concern about the potential of the RVO Transaction being completed prior to the completion of the AVO Transaction and requesting that the completion of the RVO Transaction be made conditional on the completion of the AVO Transaction. The October 13 Letter is attached at Appendix "D".

14. On October 15, 2021, the Monitor’s legal counsel sent an email to the Service List advising that the Monitor’s Application had been rescheduled to 10:00 a.m. Mountain time on November 9, 2021. The Monitor also proposed the following filing schedule:
- a. any further materials from ACDC or other parties who oppose the Monitor's Application, should be filed and served by 12:00 p.m. Mountain time on Friday, October 22, 2021; and
 - b. any reply materials in response to the materials of ACDC or other opposing parties, should be filed and served by 12:00 p.m. Mountain time on Friday, October 29, 2021.
15. On October 15, 2021, the Monitor’s legal counsel sent a letter to ACDC’s counsel (the “**Auction Letter**”), advising that should ACDC intend to make any bid under the RVO Transaction, then the Monitor requires ACDC to submit a bid for the RVO Transaction in writing by 5:00 p.m. Mountain time on Friday, October 22, 2021, and also describing further parameters and processes to complete the Auction by October 27, 2021. The Auction Letter is attached at Appendix “E”.
16. Details of the discussions that the Monitor has had with ACDC in respect of the AVO Transaction and the RVO Transaction prior to serving its application materials on October 6, 2021 are set out in paragraphs 45 to 50 of the Sixteenth Report and are not repeated herein. As of the date of this Supplemental Report, ACDC has not provided permission to the Monitor to share the non-disclosure agreements entered into between DDJ, Brigade and DDMI as part of the SISP with DDMI, and as such, the Monitor has not been able to provide further information and documentation to ACDC.
17. On October 18, 2021, the Monitor’s legal counsel sent a letter to ACDC’s counsel (the “**October 18 Letter**”) reiterating the necessary next steps for advancing ACDC’s information requests. The October 18 Letter is attached at Appendix “F”.

18. On October 19, 2021, the Monitor received a letter from ACDC's counsel responding to the Monitor's letter dated October 13, 2021 (the "**October 19 Letter**"). The October 19 Letter is attached as Appendix "**G**".

19. The Monitor responded to the October 19 Letter on October 19, 2021. The Monitor's response letter is attached at Appendix "**H**".

DICAN VALUES OF DOMINION PRODUCTION

20. In paragraph 36 of Ms. Kaye's October 13, 2021 Affidavit, she states that "[a] report provided in the data room set up by the Monitor does not provide details to reconcile each production cycle against its DICAN valuation, thereby making it impossible to show whether DDMI was over collateralized at any point in time".

21. The Monitor has provided a reconciliation of the Cover Payments and Dominion Production as Confidential Appendix "**I**" to this report.

22. The Monitor is seeking a sealing order with respect to Confidential Appendix "**I**" as it contains confidential and commercially sensitive information, the disclosure of which would cause serious risk of harm to Dominion and to its stakeholders, including but not limited to DDMI.

AMENDED AVO AGREEMENT

23. Subsequent to filing the Monitor's Application materials and the Sixteenth Report, the parties to the AVO Agreement have agreed upon certain revisions to the AVO Agreement terms. A blackline copy of the amended AVO Agreement (the "**Amended AVO Agreement**") is attached at Appendix "**J**".

24. The key revision to the AVO Agreement is to paragraph 6.2 which has been amended to provide that "On Closing, DDMI shall cancel and **destroy** all LCs issued by any of the First Lien Lenders without any further obligation" (noting the change in language from "return" to "destroy").

25. The AVO has been amended in two alternate forms, one of which provides for a Court-ordered release to DDMI in respect of the BC Civil Claim and one which does not provide such a Court-ordered release. A blackline copy of the Amended AVO including a release of the BC Civil Claim is attached as Appendix “K” and a blackline copy of the Amended AVO without the release is attached as Appendix “L”.

26. The amendments to the AVO are summarized as follows:

- a. the Encumbrances Table has been updated in the form attached as Appendix “M”;
- b. upon the delivery of the Monitor’s Closing Certificate to DDMI (or its nominee):
 - i. all LCs issued by any of the First Lien Lenders to DDMI shall be cancelled and extinguished without any further obligation of the First Lien Lenders; and
 - ii. DDMI shall destroy all LCs.
- c. upon payment or satisfaction in full of the obligations to the First Lien Lenders under Dominion’s Amended Credit Agreement, which, for greater certainty, includes counsel fees of the Agent, the Amended Credit Agreement shall be deemed terminated and the Agent and the First Lien Lenders shall be released from all of their respective obligations thereunder; and
- d. the form of amended AVO that provides for a release to DDMI in respect of the BC Civil Claim provides that upon the filing of the Monitor’s Closing Certificate:
 - i. DDMI shall be deemed to be forever irrevocably released and discharged from any and all present and future liability, indebtedness, damages, judgments or executions based in whole or in part on any allegation that was or ought to have been pleaded by the DDM against DDMI in the BC Civil Claim; and

- ii. any and all persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively, as assignee or otherwise, against DDMI relating in any way to or in respect of the BC Civil Claim.

AMENDED RVO TERM SHEET

27. Subsequent to filing the Monitor's Application materials and the Sixteenth Report, the parties to the RVO Term Sheet have agreed upon certain revised terms. A blackline copy of the amended RVO Term Sheet (the "**Amended RVO Term Sheet**") is attached at Appendix "N".

28. The key revisions to the RVO Term Sheet are summarized as follows:

- a. Washington shall pay the Process Costs of US\$250,000 to the Monitor upon the entry of the RVO and the AVO at the approval hearing to be held by the Court on November 9, 2021 and shall pay the RVO Payment to the Monitor upon and subject to the RVO becoming a Final Order in advance of the Outside Date and the satisfaction of the other Closing Conditions. In the event that the RVO Transaction is not completed by the Outside Date other than as a result of a party other than Washington being selected as the winning bidder, the Monitor shall refund US \$125,000 of the Process Costs to Washington;
- b. the definition of Transferred Liabilities was updated to include the following:
 - i. any and all liabilities and obligations of any kind under the First Lien Agreements (as defined below) (the "**First Lien Liabilities**"); and
 - ii. to the extent that the transaction contemplated by the AVO Agreement has not closed prior to the closing of the RVO Transaction, the Assumed Liabilities (as defined in the AVO Agreement) (the "**Diavik Liabilities**").

- c. the definition of Retained Liabilities was updated to include the following: “Notwithstanding the foregoing designation rights in favour of Washington and any other designation rights contained herein or in the RVO, no First Lien Liabilities or Diavik Liabilities may be designated as Retained Liabilities”;
- d. the Retained Assets section was updated to provide that “Notwithstanding any designation rights in favour of Washington contained herein or in the RVO, no First Lien Agreements or Diavik Assets (each as defined below) may be designated as Retained Assets”;
- e. the definition of Transferred Assets was revised to include the following:
- iii. “the AVO Agreement, any proceeds thereof, and, to the extent that the transaction contemplated by the AVO Agreement has not closed prior to the closing of the RVO Transaction, the Acquired Assets (as defined in the AVO Agreement) (collectively, the “**Diavik Assets**”);
 - iv. “the following agreements (collectively, the “**First Lien Agreements**”):
 - Third Amended and Restated Credit Agreement dated February 3, 2021, among Dominion Diamond Mines ULC, as Borrower, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, and others, as amended by First Amendment dated as of May 4, 2021, and as further amended by the Second Amendment dated as of August 17, 2021, and as the same may be further amended;
 - First Lien Loan Guaranty by and among Washington Diamond Investments B.V., the Subsidiary Parties, Credit Suisse AG, Cayman Islands Branch, and others entered into as of November 1, 2017, as the same may have been and may be further amended;

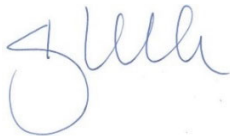
- Canadian Pledge and Security Agreement made as of November 1, 2017, by and among the Debtors (as defined therein) and the Agent (as defined therein) as the same may have been and may be further amended; and
 - Pledge and Security Agreement (US) made as of November 1, 2017, by and among the Debtors (as defined therein) and the Agent (as defined therein), as the same may have been and may be further amended.
- v. Dominion Diamond (Cyprus) Limited, Dominion Diamond (India) Private Limited and Dominion Diamond Marketing N.V. have been removed from the list of entities included in the Transferred Assets, and the following clarification added:
- “For greater certainty, neither the Retained Assets nor the Transferred Assets shall include any equity interest in the “Acquired Subsidiaries”, as such term is defined in the ACDC APA (the Acquired Subsidiaries being Dominion Diamond (India) Private Limited, Dominion Diamond Marketing N.V. and Dominion Diamond (Cyprus) Limited), which equity interests in the Acquired Subsidiaries were acquired by ACDC pursuant to the ACDC APA.”
- f. the Marketing Opportunity definition requires that the Monitor completes the Marketing Period and any auction on or prior to October 27, 2021 and the transaction that provides the highest cash payment to the CCAA Debtor Entities shall be presented to the Court for approval at the AVO and RVO Approval Hearing. In the event that another bidder is selected as the winning bidder at the Auction, Washington shall have no obligation to fund the Process Costs; and
- g. amendments to Closing Conditions are summarized as follows:

- i. the Outside Date has been revised to December 3, 2021; and
- ii. a new condition has been added, for the benefit of the Monitor, which states:
“on closing of the RVO Transaction, all right, title and interest of the Dominion Entities in and to the Diavik Assets, including the Diavik Joint Venture and the Diavik Joint Venture Agreement, shall have been transferred to the Creditor Trust or, to the extent applicable, otherwise disposed of pursuant to the AVO Agreement in a manner satisfactory to the Monitor in its sole and absolute discretion.”

29. The RVO has been amended to reflect the changes to the RVO Term Sheet as described above and a blackline copy of the RVO has been attached at Appendix “O”.

All of which is respectfully submitted this 19th day of October, 2021.

FTI Consulting Canada Inc.
in its capacity as Monitor of the Applicants



Deryck Helkaa
Senior Managing Director



Tom Powell
Senior Managing Director

APPENDIX “A”

October 8 Letter

October 8, 2021

EMAIL: CommercialCoordinator.QBCalgary@albertacourts.ca
Maria.Mancia@albertacourts.ca

Court of Queen's Bench of Alberta
Calgary Courts Centre
24th Floor, 601 - 5th Street SW
Calgary, AB T2P 5P7

Attention: The Honourable Madam Justice K.M. Eidsvik

Dear Madam Justice Eidsvik:

**Re: In the Matter of a Plan of Arrangement of Dominion Diamond Mines ULC, et al.
Alberta Court of Queen's Bench Action No. 2001-05630**

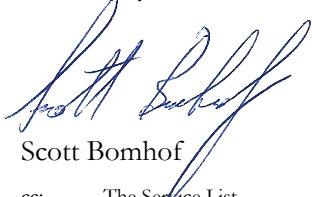
My office acts as counsel for Arctic Canadian Diamond Mines Ltd. (“**ACDC**”), the Purchaser of Dominion assets under a Purchase Agreement dated as of December 6, 2020, which was approved by Your Ladyship in these proceedings on December 11, 2020 and closed in February of this year.

Further to the application being brought by the Monitor and scheduled to be heard by Your Ladyship on Friday, October 15, 2021 at 10:00 a.m. via WebEx videoconference, ACDC will be seeking an adjournment of this hearing. The unfiled Application and the Sixteenth Report of the Monitor were only served on our office and on the Service List by email at 4:40 p.m. (MST) on Wednesday, October 6, 2021, and our client has had no involvement in the negotiation and other actions leading to the proposed transactions described in those materials.

The proposed transactions described in the Monitor's materials fundamentally affect property owned by ACDC under a transaction that was approved by this Court, without consideration to, or approval from, ACDC. Given the seriousness of the relief being sought, the complexity of the subject matter and the Monitor's delay in bringing this application and providing ACDC with its materials—all in advance of a holiday weekend—ACDC will be seeking an adjournment of the matter to properly allow all parties to prepare. This correspondence will also serve to advise that ACDC has provided our office with instructions to oppose the relief that is currently being sought by the Monitor.

We trust that the foregoing is in order, but should you have any questions or concerns, relating to the above or otherwise, please do not hesitate to contact the undersigned to discuss the same.

Yours truly,

A handwritten signature in blue ink, appearing to read "Scott Bomhof". The signature is fluid and cursive, with the first name "Scott" and last name "Bomhof" clearly distinguishable.

Scott Bomhof

cc: The Service List
Torys LLP, Attention: Kyle Kashuba, Tony DeMarinis and Jeremy Opolsky (via email)
Court of Queen's Bench of Alberta, Attention: Brent DuFault, Commercial List Court Coordinator - Calgary (via email)

33539432

APPENDIX “B”

October 11 Letter

October 11, 2021

VIA EMAIL

simardc@bennettjones.com
meyerk@bennettjones.com

FTI Consulting Canada Inc.
1610, 520 5th Avenue S.W.
Calgary, AB T2P 3R7

Attention: Deryck Helkaa / Tom Powell

Dear Sirs:

Re: Dominion Diamond Mines ULC et al. – Monitor’s Application for Approval and Vesting Order and Reverse Vesting Order, returnable October 15, 2021

Reference is made to the Sixteenth Report of FTI Consulting Canada Inc., in its capacity as Monitor of Dominion Diamond Mines ULC, Dominion Diamond Delaware Company LLC, Dominion Diamond Canada ULC, Washington Diamond Investments, LLC, Dominion Diamond Holdings, LLC, Dominion Finco Inc. and Dominion Diamond Marketing Corporation dated October 16, 2021 (the “**Sixteenth Report**”).

Unless indicated otherwise, all capitalized terms used herein have the meaning attributed thereto in the Sixteenth Report.

As you know, we are counsel to Arctic Canadian Diamond Company Ltd. (“**ACDC**”). Pursuant to a Joinder Agreement dated January 31, 2021, ACDC is the purchaser under the purchase agreement dated December 6, 2020 between Dominion Holdings, DDM, DDCU, Dominion Marketing, DDC and Finco (collectively, the “**Sellers**”) and DDJ Capital Management, LLC and Brigade Capital Management, LP for the purchase and sale of certain of the Sellers’ assets (the “**ACDC APA**”).

ACDC has previously notified you of its serious concerns about the AVO Transaction and RVO Transaction. We are writing at this time to seek clarification from the Monitor regarding the questions set out below.

1. SHORT NOTICE

a. We note that the Application for approval of the AVO Transaction and the RVO Transaction was brought on short notice despite our client’s request for adequate time to assess the proposed transactions, become informed of the circumstances surrounding their negotiation and prepare its response so that the Court can properly consider these matters and our serious

concerns relating to them. Please advise the reasons for the urgent nature of the application and, more specifically, whether there is any inherent urgency other than what appear to be deadlines artificially imposed by the proposed transactions' beneficiaries.

2. THE AVO TRANSACTION

a. Please advise what role the Monitor had in negotiating and evaluating the AVO Transaction before and after the Support Agreement was signed and whether the Monitor provided any input on the Transaction before the Support Agreement was signed. Please advise of any amendments to the Support Agreement arising from the Monitor's comments thereon.

b. Please advise when the Monitor was: (i) first made aware that the Agent and DDMI were discussing an acquisition of the Acquired Assets by DDMI; and (ii) made aware that Agent and DDMI had reached an agreement with respect to same.

c. Please provide details of all negotiations and discussions that the Monitor had with DDMI independent of the discussions initiated by the First Lien Lenders and in furtherance of its efforts to maximize realization and recovery on the Diavik Realization Assets.

d. Please provide copies of valuations prepared by the Monitor or independent experts with respect to the Diavik Diamond Mine and the Diavik Joint Venture Interest therein.

e. Please provide a detailed summary of all steps taken by the Monitor to market the Diavik interest since the closing of our client's purchase in February, 2021 and pursuant to their \$1 million funding for such realization activities. Please include information regarding prospectively interested buyers whom the Monitor has contacted or who may have expressed interest to the Monitor.

f. At paragraph 32 of the Sixteenth Report, the Monitor mentions a dispute with DDMI regarding the Section 4 Diamonds. Please provide details of this dispute and all reports and correspondence with respect thereto, and the analyses and assessments of the Monitor and its counsel regarding the relative merits of the dispute.

g. At paragraph 33 of the Report, the Monitor advises that DDMI has made \$229.0 million of cash calls since the date of the EMP Order. Please provide copies of all correspondence from/with/between the Monitor, the Agent and DDMI (including their respective counsel) with respect to all cash calls since the date of the EMP Order. Please also provide any correspondence with or reports provided by the technical experts referenced in paragraph 38 of the Report. Please advise on what steps the Monitor has taken to satisfy itself that the full quantum of the cash calls is a valid and enforceable claim against the Applicants.

h. Please provide all analyses prepared by the Monitor regarding the First Lien Lenders' liability exposure under their LCs net of all current Cash Collateral held by either the First Lien Lenders or the Monitor with respect to such obligations.

i. Please provide detailed information regarding the First Lien Lenders' LCs in respect of the Diavik Diamond Mine that would be cancelled in the proposed transactions. Please include copies of the LCs and the information DDMI has provided with respect to its intention to replace the LCs in furtherance of the proposed transactions.

j. Please provide a detailed accounting of the use of the \$1 million fund provided by our client for the Monitor's realization and recovery of the Diavik Realization Assets.

3. THE RVO TRANSACTION

a. Please advise of all marketing efforts made related to the Tax Attributes, including information regarding prospectively interested parties contacted by the Monitor or who may have contacted the Monitor.

b. Please provide information regarding the Monitor's negotiation of the RVO Term Sheet and RVO Transaction and any resulting amendments to the RVO Term Sheet or the RVO Transaction resulting from the Monitor's input.

c. Please advise of any valuations undertaken by the Monitor related to the Tax Attributes.

d. Please provide copies of analyses and assessments conducted by the Monitor or independent tax experts regarding Dominion's tax attributes on an RVO "cleansed" basis.

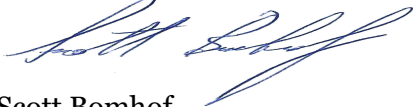
e. Please provide all up-to-date tax filings.

f. Please confirm that the RVO Transaction excludes all tax attributes of the Acquired Subsidiaries (as such term is defined in the ACDC APA).

g. At paragraph 68(d) of the Sixteenth Report, the Monitor indicates that the Diavik JVA and any interest in a joint venture established pursuant to the Diavik Joint Venture is not a Retained Asset and will be transferred to the Creditor Trust. Assuming that the AVO Transaction does not close before the RVO Transaction Closes, please advise how the RVO Transaction will impact ACDC's interest in the Diavik Realization Assets.

h. At paragraph 69(h) of the Sixteenth Report, the Monitor notes that additional funds may be required to run a marketing process for the Tax Attributes. Please advise on the quantum of funding that the Monitor believes is required to run such a process.

Yours truly,



Scott Bomhof

SB

APPENDIX “C”

Monitor's Response Letter dated October 13, 2021



Chris Simard
Direct Line: 403.298.4485
e-mail: simardc@bennettjones.com
Our File No.: 76142.10

October 13, 2021

Via Email

Scott A. Bomhof
Torys LLP
3300 - 79 Wellington St W
Toronto, ON M5K 1N2

Dear Mr. Bomhof:

Re: Dominion Diamond Mines ULC - CCAA Proceedings in Action No. 2001-05630

We are writing to provide the Monitor's responses to the questions set out in your letter of October 11, 2021 (the "**October 11 Letter**"). All capitalized terms in this letter that are not defined are intended to bear their meanings as defined in the Sixteenth Report, or in the October 11 Letter.

1. Short Notice

We do not agree that the Monitor's application was brought on "short notice". The *Alberta Rules of Court* provide that a notice of application must be served at least five days before the hearing. The Monitor's application was served on October 6, 2021, nine days before the hearing.

ACDC also had notice of the substantive relief being sought in the application, well before October 6. ACDC was aware of the general commercial terms of both transactions by the time we spoke on the morning of September 28, and ACDC was made aware of the specific terms of the RVO Transaction that same afternoon, when I forwarded to you the draft RVO Term Sheet and RVO.

Since that time, the Monitor has also made efforts to attempt to help ACDC access the additional information about the Diavik Joint Venture that was requested in the email sent by Mr. Hoff of DDJ to the Monitor on September 29 (the day after he had separately spoken directly to the Monitor about the two transactions). As you know, the Monitor communicated with you and with counsel for DDMI, to facilitate the exchange of the information that DDJ had requested, but that DDMI considered to be confidential. On September 30, 2021, the Monitor established a data room to facilitate the transfer of this information. On October 3, I advised you that DDMI had agreed in principle to allow the Monitor to release certain information to the Bidders, their professionals and ACDC's professionals, and that it had agreed to release other information to the three individuals at ACDC that you had identified (Kristal Kaye, Andrew Petch and Huili Li). DDMI's agreement to release this information was contingent on DDMI being satisfied with the confidentiality arrangements to be put in place. Accordingly, on October 3 I repeated my request from October 2 that you consent to the Monitor

sharing with DDMI the non-disclosure agreements entered into by the Bidders and your firm as counsel, during the SISP. On October 3, you advised that you were seeking instructions from your clients on that point, but in the ten days since that communication, neither you nor your client have communicated on this point further.

The Monitor believes that the application must proceed promptly, because:

- to maximize the benefit it can derive from the tax attributes of the Dominion Entities, Washington (or any other successful bidder in the RVO Transaction) will want to take certain steps before December 31, 2021;
- it is a condition of the Support Agreement that the AVO Transaction be approved within 60 days after September 16, 2021; and
- as disclosed in paragraphs 71 – 77 and Appendix "L" to the Sixteenth Report, the estate's funding is being depleted and there are no other sources of available funding (other than the funding being provided in connection with the AVO Transaction and the RVO Transaction, to pay for the work associated with those transactions). After the completion of the ACDC Transaction, the estate was left with a fixed amount of funding: US\$1,000,000 in the Diavik Realization Account and US\$250,000 in the Wind-down Account (in the aggregate, approximately C\$1,598,000). The Diavik Realization Account has been almost entirely depleted, essentially leaving only the Wind-down Account available to cover all post-transaction costs.

In your October 8, 2021 letter to the Service List, you advised that ACDC will ask for an adjournment of the October 15 hearing. We want to make you aware that the Monitor does not agree that an adjournment is necessary, and intends to proceed with its application on October 15.

2. The AVO Transaction

- (a) The Monitor's discussions and negotiations of the AVO Transaction documents are privileged and confidential. As a result, the Monitor will not comment on the specifics of any negotiations or drafting of the transaction documents.
- (b) The Monitor became aware of these developments on the following approximate dates:
 - on or about June 29, 2021: the Monitor learned that the Agent and DDMI had commenced direct conversations about possible transactions or resolutions; and
 - on or about September 16, 2021: the Monitor learned that the Agent and DDMI had executed the Support Agreement.
- (c) As noted above, the Monitor will not comment on the specifics of any negotiations or drafting of the transaction documents. The Monitor's efforts to administer the Applicants' Property after the closing of the ACDC Transaction, including DDM's interest in the Diavik JVA, were



described in paragraphs 15 – 21 of the August 30, 2021 Fifteenth Report (the "**Fifteenth Report**").

- (d) The Monitor has not prepared or commissioned any valuation of DDM's interest in the Diavik JVA. As described in the Sixteenth Report, the Applicants extensively marketed DDM's interest in the Diavik JVA in the SISP and no bids were received. The Monitor's illustrative purchase price of the Acquired Assets is set out at paragraph 44(h) of the Sixteenth Report and the Monitor's Illustrative Cover Payment Forecast is set out at paragraph 51(e) of the Sixteenth Report. In the circumstances, the Monitor did not consider it necessary to prepare or commission a valuation of the Acquired Assets.
- (e) As a result of the circumstances set out in the preceding subparagraph, the Monitor did not take steps to actively market DDM's interest in the Diavik JVA. I note that in subparagraphs 2(e) and 2(j) of the October 11 Letter, you seem to imply, or state, that the Diavik Realization Account US\$1,000,000 was funded by ACDC. The Monitor does not agree with that suggestion. As reported in paragraph 21(i) and (j) of the Monitor's December 9, 2020 Eleventh Report, the Diavik Realization Account and the Wind-down Account were funded with the Applicants' cash on hand when the ACDC Transaction closed. This was expressly agreed between the parties in sections 7.1(a)(iii) and (iv) of the ACDC APA. (Although I note that in paragraph 19 of the Monitor's February 22, 2021 Fourteenth Report, it was incorrectly reported that the Purchaser (*ie.* the Bidders) funded those amounts).
- (f) The parties' respective positions regarding the dispute over the Section 4 Diamonds with a DICAN value of approximately \$8.4 million (as described in paragraph 18 of the Fifteenth Report), are set out in the letters attached as **Appendix "A"** to this letter.
- (g) DDMI's cash calls issued since the granting of the EMP Order, totaling \$229 million, were issued on the following dates and in the following amounts:



Summary of Cash Calls since EMP Order <i>(\$ thousands)</i>		
Cash Call Date	Payment Type	
February 1	Operating Payment	\$ 11,200
February 15	Operating Payment	4,800
March 1	Operating Payment	18,000
March 4	Exploration Payment	46
March 15	Operating Payment	18,000
April 1	Operating Payment	22,400
April 8	Exploration Payment	86
April 15	Operating Payment	14,000
May 1	Operating Payment	18,000
May 11	Exploration Payment	27
May 15	Operating Payment	6,400
June 1	Operating Payment	7,600
June 1	Exploration Payment	310
June 15	Operating Payment	4,800
July 1	Operating Payment	10,000
July 1	Exploration Payment	583
July 5	Reclamation Payment	60,940
July 15	Operating Payment	4,400
August 2	Operating Payment	8,800
August 16	Operating Payment	6,400
August 16	Exploration Payment	350
September 1	Operating Payment	8,000
September 1	Exploration Payment	221
September 15	Operating Payment	3,600
Total Cash Calls		\$228,961

The cash call invoices received from DDMI are attached as **Appendix "B"** to this letter. The Monitor is not in possession of any correspondence between the Agent and the technical experts referenced in paragraph 37 of the Sixteenth Report. With respect to the validity and enforceability of DDMI's claims against DDM, we confirm that we have provided an opinion to the Monitor, in which we have confirmed that DDMI's security as against DDM is valid and enforceable.

- (h) The Monitor does not understand what you mean by analyses of "the First Lien Lenders' exposure under their LCs net of all current Cash Collateral". That the First Lien Lenders issued the LCs totaling C\$105 million, and that the Applicants delivered those LCs to DDMI has never been disputed, and was indeed admitted by the Applicants in the First Affidavit of Kristal Kaye dated April 21, 2021. At paragraph 19 of the Sixteenth Report, the Monitor has reported that the net current exposure of the First Lien Lenders under the LCs is approximately



C\$53,610,000. We confirm that we have provided an opinion to the Monitor, in which we have confirmed that the First Lien Lenders' security as against DDM is valid and enforceable.

- (i) The Monitor understands that your client ACDC has copies of the LCs. The Monitor is not aware of the arrangements that DDMI has made or may make with GNWT regarding the replacement of the LCs.
- (j) A detailed accounting of the use of the US\$1,000,000 Diavik Realization Account (as noted above, funded by the Applicants) is set out in paragraphs 71, 75 and 77 of the Sixteenth Report.

3. The RVO Transaction

- (a) The Applicants extensively marketed all of their assets in the SISP, and no bids were received for the shares of the Dominion RVO Entities or the Retained Assets. The Monitor's view is that the only other party who could realistically benefit from these assets, and therefore the only other potential bidder, is ACDC. Since the RVO Term Sheet provides the Monitor with the ability to market the assets and potentially hold an auction, the Monitor did not consider it necessary to actively market these assets. Because ACDC is the only other potentially viable bidder for these assets, we wrote to you on October 7, 2021, asking you to confirm by Tuesday, October 12, 2021 whether ACDC intended to make a bid for these assets. The Monitor assumes from your lack of response that ACDC does not intend to make such a bid.
- (b) The Monitor's discussions and negotiations of the RVO Transaction documents are privileged and confidential. As a result, the Monitor will not comment on the specifics of any negotiations or drafting of the transaction documents.
- (c) Given the circumstances regarding the RVO Transaction (including that the RVO Term Sheet provides the Monitor with the ability to market the assets and potentially hold an auction in which ACDC is the only other potential bidder), the Monitor has not undertaken any valuation of the Tax Attributes.
- (d) Given the circumstances regarding the RVO Transaction (including that the RVO Term Sheet provides the Monitor with the ability to market the assets and potentially hold an auction), the Monitor has not undertaken any analyses or assessments regarding Dominion's tax attributes on an RVO "cleansed" basis.
- (e) Your client ACDC has copies of all up-to-date tax filings. The 2020 tax filings for DDM (now 1192090 BC Unlimited Liability Company), Dominion Diamond Marketing Corporation and Dominion Diamond Canada ULC (now 1191452 BC Unlimited Liability Company), being the only Canadian taxpayers among the Applicants, were in fact completed and filed by employees of ACDC (pursuant to the TSA), working with PwC. Tammy Taylor and Kristal Kaye are the ACDC employees who did this work and have this information.
- (f) Confirmed, on the basis that the "Acquired Subsidiaries" include only Dominion Diamond (India) Private Limited, Dominion Diamond Marketing N.V. and Dominion Diamond



October 13, 2021

Page 6

(Cyprus) Limited, because the Bidders did not elect to include any other entities prior to the closing of the ACDC Transaction. I have asked for and await your confirmation on that point.

- (g) The Monitor's view is that if the RVO Transaction closes before the AVO Transaction closes, all creditors' rights and entitlements to the Diavik Joint Venture, and ACDC's interest in the Diavik Realization Assets, would continue substantively unaffected, although the Diavik Joint Venture would reside in the Creditor Trust.
- (h) The Monitor is not able to estimate exactly what funding might be required, as this would be dependent on the complexity of the required process.

We trust that this answers your questions. Please let us know if you would like to discuss these matters further. The Monitor will file and serve a Supplementary Report prior to the October 15, 2021 hearing, which will include the October 11 Letter and this response letter, so that the Court and all stakeholders are aware of your questions and the Monitor's responses.

Yours truly,



Chris Simard

CS:/dmk

cc: Client
Kelsey Meyer, Bennett Jones LLP



Appendix "A"



Bennett Jones

Bennett Jones LLP
4500 Bankers Hall East, 855 - 2nd Street SW
Calgary, Alberta, Canada T2P 4K7
Tel: 403.298.3100 Fax: 403.265.7219

Kelsey Meyer
Partner
Direct Line: 403.298.3323
e-mail: meyerk@bennettjones.com
Our File No.: 76142.10

April 30, 2021

VIA EMAIL: louis.beland@riotinto.com

Louis Beland
Senior Legal Counsel
Rio Tinto
400 - 1190 Avenue Des Canadiens-de-Montréal
Montréal, QC H3B 0E3

Dear Mr. Beland:

**Re: Joint Venture Agreement Between Dominion Diamond Mines ULC ("Dominion") and Diavik Diamond Mines (2012) Inc. ("DDMI") dated March 23, 1995, as amended ("JVA")
Section 4 Diamonds**

As you know, we are legal counsel to FTI Consulting Canada Inc., the court-appointed Monitor of Dominion pursuant to its proceedings under the *Companies' Creditors Arrangement Act* (Canada) ("CCAA"). We write with respect to a call from Thomas Croese of DDMI to the Monitor on April 22, 2021 wherein Mr. Croese advised the Monitor that with respect to the Section 4 Diamonds, any value in excess of the DICAN value will be taken by DDMI and applied toward Cover Payments.

The Monitor strongly disagrees with DDMI's position in this regard. It is clearly contrary to Madam Justice Eidsvik's decisions in the CCAA proceedings¹, the effect of which is that 40% of the full sale price of the Section 4 Diamonds is allocated to Dominion. We demand that DDMI provide written confirmation of this point, and that any value in excess of the DICAN value of the Section 4 Diamonds will be paid to the Monitor, on behalf of Dominion, forthwith.

If DDMI fails to provide such written confirmation by Monday, May 3, 2021, this letter constitutes notice that the Monitor objects to DDMI selling any of the Section 4 Diamonds, pending resolution of entitlement to the proceeds thereof.

If necessary, we will seek further direction from Madam Justice Eidsvik on this point, in which case the Monitor will seek costs against DDMI.

¹ Her Ladyship's Endorsement filed November 10, 2020 states at paragraph 3 that "the diamonds in excess of the Cover Payments owed, based on the DICAN valuation, should be delivered immediately to Dominion", and Her Ladyship's Endorsement filed January 19, 2021 held at paragraphs 1 and 17 that the value of the Dominion Product (based on the DICAN valuation) should include the value of the Section 4 Diamonds.

The Monitor also has the following concerns:

1. As previously advised, the Monitor continues to reserve its rights regarding DDMI's selection of the December 2020 diamond collateral.
2. The Monitor continues to review the appropriateness of DDMI's deduction of more than \$3 million in "enforcement costs" from the proceeds of the February 23rd diamond sale.
3. We understand from the joint venture meeting held between DDMI and the Monitor on April 27, 2021 that DDMI's reclamation assumptions have caused DDMI's estimate of reclamation costs to increase substantially from previous years, and that as a result, DDMI will be issuing a cash call to Dominion in the amount of approximately \$60 million in or about July of 2021. The Monitor will be seeking further information from DDMI on the basis for this significant increase.

Please provide written confirmation forthwith that the excess value of the Section 4 Diamonds (all value in excess of the DICAN value) will be paid to the Monitor on behalf of Dominion.

Yours truly,

BENNETT JONES LLP



Kelsey Meyer

KM:ae

cc: Deryck Helkaa, Tom Powell, Lindsay Shierman, and Ben Chiu, FTI Consulting Canada Inc. (via email)
Chris Simard, Bennett Jones LLP (via email)
Marc Wasserman, Michael De Lellis and Emily Paplawski, Osler, Hoskin & Harcourt LLP (via email)



Calgary

July 14, 2021

Marc Wasserman
Direct Dial: 416.862.4908
MWasserman@osler.com
Our Matter Number: 1210529

Toronto

Montréal

Sent By Electronic Mail

Ottawa

McCarthy Tetrault LLP
Suite 4000, 421 7th Avenue SW
Calgary, AB T2P 4K9

Vancouver

New York

Attention: Mr. Walker MacLeod

Dear Sir:

Re: *In the Matter of a Plan of Compromise or Arrangement of Dominion Diamond Mines ULC (“Dominion”), et al, ABQB Action No. 2001-05630*

As you know, we are counsel to Credit Suisse AG, Cayman Islands Branch (the “Agent”). We write regarding Diavik Diamond Mines (2012) Inc.’s (“DDMI”) ongoing breach of paragraph 16 of the Second Amended and Restated Initial Order, granted June 19, 2020 (as confirmed by further Order of the Honourable Justice Eidsvik, granted November 4, 2020, and as further clarified by Her Ladyship on January 18, 2021, the “SARIO”).

1. DDMI’s Continued Retention of Dominion’s Property

First, DDMI continues to unlawfully retain possession of Dominion’s share of the Section 4 Diamonds. As you know, paragraph 16 of the SARIO authorizes DDMI to “hold an amount of Dominion Diamond’s share of production from the Diavik Mine equal to the total value of the JVA Cover Payments made by DDMI.” As Justice Eidsvik noted in her Endorsement, filed November 10, 2020, any “diamonds in excess of the Cover Payments owed, based on the DICAN valuation, should be delivered immediately to Dominion.” Her Ladyship confirmed in her endorsement filed January 19, 2021 that “diamonds” include the Section 4 Diamonds.

Dominion’s share of Section 4 Diamonds in excess of Cover Payments (as valued on the basis of DICAN) total approximately \$8.4 million CAD. Accordingly, pursuant to Section 16 of the SARIO, Section 4 Diamonds totalling \$8.4 million CAD (on the basis of DICAN) constitute the property of Dominion. As the property of Dominion, any upside realized on the sale of such Section 4 Diamonds also constitutes the property of Dominion.

We understand that in recognition of the complexities involved in implementing the Splitting Protocol during Dominion’s CCAA proceeding, DDMI suggested, and the Monitor agreed, that DDMI would sell Dominion’s share of the Section 4 Diamonds and remit the proceeds to the Monitor for the benefit of Dominion’s stakeholders. However, on April 22, 2021, Thomas Croese of DDMI called the Monitor and unilaterally announced

that any value in excess of DICAN realized on the sale of Dominion's share of Section 4 Diamonds would be taken by DDMI and applied toward Cover Payments.

By letter dated April 30, 2020, the Monitor objected to such misappropriation of Dominion's property, advising that "It is clearly contrary to Madam Justice Eidsvik's decision in the CCAA proceedings." The Monitor demanded that DDMI provide written confirmation that "any value in excess of the DICAN value of the Section 4 Diamonds will be paid to the Monitor, on behalf of Dominion, forthwith" and put DDMI on notice that unless such written confirmation was received, the Monitor objected to DDMI selling any of the Section 4 Diamonds. We understand from the Monitor that no such written confirmation from DDMI was forthcoming.

The Agent strongly objects to DDMI's continuing efforts to circumvent the clear intent and language of the SARIO. The Agent demands that DDMI immediately deliver to the Monitor the DICAN value of Dominion's share of the Section 4 Diamonds in excess of the Cover Payments (approximately \$8.4 million CAD). The Agent reserves all rights with respect to any additional value realized by DDMI on the sale of Dominion's share of the Section 4 Diamonds.

Unless such value is captured within a global settlement between the Agent and DDMI, the Agent intends to bring DDMI's ongoing breach of the SARIO back before Justice Eidsvik for determination. If such an application becomes necessary, the Agent will seek enhanced costs against DDMI.

2. DDMI's Inequitable Distribution of the Excess Collateral

Second, DDMI selected the composition of Excess Production (as defined below) which it delivered to Dominion in early 2021 to heavily favour the interests of DDMI contrary to the spirit and intent of the SARIO.

On January 18, 2021, Justice Eidsvik directed DDMI to "deliver the excess diamonds, as discussed, for the period up to November 15, 2020" (the "**Excess Production**") and "continue to calculate the appropriate set off on a periodic monthly basis using the same methodology."

On January 27, 2020, DDMI delivered the Excess Production (less the Section 4 Diamonds) to Dominion. Upon receipt, Dominion advised the Agent that the composition of the Excess Production appeared to heavily prefer the interests of DDMI over Dominion by:

1. excluding diamonds from earlier production cycles which were significantly undervalued by DICAN because of the point in time at which such valuations were completed (at the height of the COVID-19 pandemic). Instead, DDMI has included

only diamonds from recent production cycles which are less undervalued by DICAN, thereby reducing the quantum of diamonds required to satisfy the value of Excess Production required to be delivered by DDMI to Dominion; and

2. including only diamonds at the lower end of all production sizes instead of providing an equitable distribution across different size categories of non-Section 4 Diamonds, thereby limiting the available market for Dominion to sell the Excess Production, and minimizing the potential upside that is typically realized on the sale of larger diamonds.

The Agent understands that the Monitor reserved all rights regarding DDMI's inequitable selection of the Excess Production.

DDMI's approach to calculating and delivering the Excess Production offends the spirit and intent of the SARIO. The SARIO provides a narrow exception to the otherwise binding and continuing obligations of DDMI under the Diavik JVA to make available to each participant its respective share of all diamond production in kind and in accordance with the established delivery schedule. DDMI has blatantly failed to comply with such obligations in its selection and delivery of the Excess Production to Dominion.

Similar to the Monitor, the Agent reserves all rights with respect to DDMI's inequitable selection of the Excess Production. Again, unless such value is captured within a global settlement between the Agent and DDMI, the Agent intends to bring this issue back before Justice Eidsvik for determination. Similar to the Section 4 Diamonds discussed above, if such an application becomes necessary, the Agent will seek enhanced costs against DDMI.

Yours truly,



Marc Wasserman

c: Client
Sean Collins, *McCarthy Tetrault*
Tom Powell, Deryck Helkaa, Lindsay Shierman, *FTI Consulting*
Chris Simard and Kelsey Meyer, *Bennett Jones*
Michael De Lellis and Emily Paplawski, *Osler*



McCarthy Tétrault LLP
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Walker W. MacLeod
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Direct Line: (403) 260-3710
Direct Fax: (403) 260-3501
Email: wmacleod@mccarthy.ca

Assistant: Katie Doran
Direct Line: (403) 260-3560
Email: kdoran@mccarthy.ca

July 29, 2021

Via Email (mwasserman@osler.com)

Osler, Hoskin & Harcourt LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Attention: Marc Wasserman

Dear Sir:

**Re: In the Matter of a Plan of Compromise or Arrangement of Dominion Diamond Mines ULC, et al.
Court File No. 2001-05630**

Thank you for your letter dated July 14, 2021 (the “**July 14 Letter**”). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the July 14 Letter or the SARIO.

DDMI was disappointed to receive correspondence from the Agent in relation to matters pertaining to (and, indeed, alleging a breach of) paragraph 16 of the SARIO.

Over the past six months DDMI has been communicating with the Monitor and representatives of the Agent on various matters pertaining to the Diavik JVA. These discussions were undertaken with a view to collaboration which we believe is the best interests of all stakeholders. In light of this background, the July 14 Letter was a surprising development.

DDMI is committed to pursuing constructive engagement with the Monitor and the Agent on the Diavik JVA. Nonetheless, and with the intentions of the Agent not entirely clear at this point in time, DDMI feels compelled to respond to the various allegations made by the Agent in the July 14 Letter. To this end, DDMI’s reply to the specific allegations made by the Agent is set forth below.

The Section 4 Diamonds

Various statements in the July 14 Letter suggest that the Agent has failed to appreciate some of the complexity involved with the Section 4 Diamonds or is unaware of various important background discussions with the Monitor. Notably, the Agent demands that “...DDMI immediately deliver to the Monitor the DICAN value of Dominion’s share of the Section 4 Diamonds in excess

of the Cover Payments (approximately \$8.4 million CAD).” As the Agent should be aware, and while the Section 4 Diamonds can be valued, immediate delivery of any of the Section 4 Diamonds to either DDMI or Dominion cannot be undertaken.

Inline with the above observation we note that Madam Justice Eidsvik’s Endorsements dated January 18, 2021 drew a distinction between the *value* and the *delivery* of the Section 4 Diamonds, with Madam Justice Eidsvik stating the following:

Accordingly, the value of the Dominion Product should include the value of the Section 4 diamonds, since they are in DDMI’s possession, but the *delivery* of the amount of excess diamonds beyond the Dominion Product will have to exclude them. The difference can be accounted for when they are sold pursuant to the Protocol.

...

The value of the Dominion Product should include the Section 4 diamonds held by DDMI, as manager, although the way that they are dealt with in terms of delivery can vary from the other small diamonds held.¹

This reality and its impact on various elements of Schedule “A” to Order (Approval of Monetization Process) (the “**Monetization Process**”) dated November 4, 2020 (the “**Monetization Process Order**”) has been one of the subjects of discussions we describe above. Since it appears that the Agent may be operating without knowledge of all relevant facts and circumstances, we briefly summarize key developments below. In short, with a firmer understanding of the background, it is clear that DDMI has not been unlawfully retaining possession of what Dominion believes to be its share of the Section 4 Diamonds nor has it been acting unilaterally.

As an initial matter, we note that Section 4 of the Splitting Protocol provides that select diamonds are divided into three separate categories: boart quality, near gem quality and gem quality. The gem quality product are termed “Selected Diamonds” and subject to an auction process (the “**Auction Process**”) long established by the Splitting Protocol. The “Selected Diamonds” must first be split through the Auction Process prior to delivery being effected. The Auction Process was developed by the parties to the Diavik JVA to account for the particular features of the Section 4 Diamonds, which the parties determined required a specialized process be put into place enable efficient splitting and delivery. The Auction Process stands in contrast to the processes in place for the other diamonds produced from the Diavik Mine.

Dominion’s insolvency admittedly creates various complications for the Auction Process.² Resolving these complications has been the focus of recent discussions with the Monitor.

By way of a short history of such discussions, we recognize that Mr. Petch on behalf of Dominion did previously request that DDMI sell the Section 4 Diamonds and remit 40% of the proceeds to Dominion. DDMI did not accede to this request, which is inconsistent with both the Splitting Protocol and the Monetization Process Order and which does not appear to be in DDMI’s interest

¹ Endorsement of the Honourable Madam Justice K.M. Eidsvik, dated January 18, 2021, at para 17 and 21.

² Partially in recognition of this reality, DDMI notes that paragraph 5 (the “**Paragraph 5 Exception**”) of the Monetization Process expressly provides a limited exception to the Auction Process and states that “...DDMI may sell “Selected Diamonds” by closed tender where it is industry practice to do so and make distribution of Dominion’s 40% share of proceeds in accordance with the Monetization Process.”

(in that Cover Payment indebtedness would not be reduced). This cannot be conflated with unlawfully retaining possession of Dominion's share of the Section 4 Diamonds. DDMI continued to communicate with the Monitor in an effort to resolve matters pertaining to the Section 4 Diamonds throughout February and March 2021 but was unable to agree on sale or distribution terms.

In this context, we note that the July 14 Letter does not provide an accurate summary of the events of April 2021. DDMI never represented or agreed that it would "...sell Dominion's share of the Section 4 Diamonds and remit the entirety of proceeds to the Monitor for the benefit of Dominion's stakeholders" (which is a reiteration of Mr. Petch's earlier request). For clarity, on April 22, 2021, Mr. Croese proposed that DDMI sell the Section 4 Diamonds, remit the DICAN value of Dominion's share of the Section 4 Diamonds to Dominion and distribute any excess balance in accordance with the waterfall established in the Monetization Process Order. Mr. Croese's proposal was made in the context of ongoing discussions aiming to address concerns raised by the Monitor and it is inaccurate to characterize it as a unilateral announcement.

DDMI's April 22, 2021 proposal was not acceptable to the Monitor, which led to the Monitor's April 30 Letter to DDMI. The April 30 Letter demanded that "...any value in excess of the DICAN value of the Section 4 Diamonds will be paid to the Monitor, on behalf of Dominion, forthwith." The April 30 Letter also confirmed that the Monitor objected to the sale of the Section 4 Diamonds if the proceeds in excess of DICAN were not paid to it. DDMI does not believe that this accords with the Splitting Protocol or the Monetization Process Order and did not provide written confirmation to the Monitor on this particular point. In any event, and as DDMI confirmed to the Monitor following the April 30 Letter, no proposal to dispose of the Section 4 Diamonds has been implemented at this time.

Instead, DDMI has been holding all of the Section 4 Diamonds (i.e. it has not attempted to dispose of Dominion's interest in the Selected Diamonds) in a safe and secure fashion pending resolution of these discussions with a view to collaborating with stakeholders before taking any steps with respect to the Monetization Process which cannot be easily unwound. We suggest this is a far cry from the unilateral behaviour on the part of DDMI.

Previously Delivered Diamonds (January 2021 and April 2021)

DDMI has made two deliveries of Dominion Products (the "**Previously Delivered Diamonds**") to Dominion in accordance with paragraph 16 of the SARIO. The July 14 Letter suggests that Dominion has been prejudiced on account of the undervaluation of the Previously Delivered Diamonds by DICAN.

We have reviewed paragraph 16 of the SARIO and Madam Justice Eidsvik's subsequent Endorsements in detail and we see nothing that suggests that delivery of the Previously Delivered Diamonds was to have been determined on any basis other than DICAN. The two subject deliveries made by DDMI were fully compliant with the terms, spirit and intent of the SARIO and Dominion has received (subject to accounting for the valuation of the unsplit Section 4 Diamonds, which is addressed immediately below) its full entitlement to the Previously Delivered Diamonds under the SARIO.

We would note that the prospect of a point-in-time estimated value of property having a variance to its subsequent market value is an inherent risk in any valuation (and, indeed, this specific issue has been considered at length in the within case). DICAN has been recognized as an

independent third-party with expertise in the industry and has been accepted as the appropriate and objective valuation methodology in this proceeding.

Proposed Additional Deliveries

In light of the fact and circumstances described under the heading Section 4 Diamonds above, DDMI is holding Dominion Product that exceeds the Cover Payments by the approximate amount of \$8.4 million CAD. Dominion has advised DDMI that its preferred method of satisfying this over collateralization is through the delivery of the Section 4 Diamonds.

For the avoidance of any doubt, DDMI is (and always has been) prepared to make additional deliveries of Dominion Products that have been split in accordance with the Splitting Protocol to Dominion to account for this over-collateralization. If Dominion is now desirous of receiving additional Dominion Products with a DICAN value equal to the amount of the over-collateralization DDMI will immediately deliver the parcels identified in Schedule "A" to this letter to Dominion. While DDMI believes that the allegations made in the July 14 Letter are wholly without merit, Dominion is free to accept them without prejudice to any rights that it believes that it has relating to the Previously Delivered Diamonds.

The allegations made in the July 14 Letter aside, DDMI would still prefer to reach an agreement on how to implement the procedures contemplated by the Monetization Process and, in broader terms and as recognized in the July 14 Letter, a global settlement with the Agent. To this end we would be pleased to discuss this matter further once you have had chance to consider our letter.

Yours truly,

McCarthy Tétrault LLP



Walker W. MacLeod
WWM

cc: Bennett Jones LLP
FTI Consulting Canada Inc.

SCHEDULE "A"
PROPOSED SECTION 3 DIAMOND DELIVERIES

Shipment	Size Fraction	Carats	CAD
2008.1	8gr	1,974	686,783
2008.1	6gr	2,029	431,903
2008.1	5gr	1,473	259,591
2008.1	4gr	3,546	390,704
2008.1	3gr	4,273	332,728
2008.1	+11	13,756	606,318
2008.1	+9	13,375	410,567
2008.1	+7	9,738	291,832
2008.1	+5	17,507	507,655
2005.2	5cts	964	841,442
2005.2	4cts	1,667	1,449,031
2005.2	3cts	2,957	2,224,623
Total			8,433,175

Appendix "B"

RioTinto

Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 01-FEB-2021

INVOICE: DDC 02-21A

DESCRIPTION		AMOUNT
	100%	40%
February 2021 Cash Requirement – Cash Call 1	\$28,000,000.00	\$11,200,000.00
GST Registration # 83952 4048RT		

TOTAL CASH CALL \$11,200,000.00

(DUE ON February 08, 2021)

RioTinto

Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 15-FEB-2021

INVOICE: DDC 02-21B

DESCRIPTION		AMOUNT
	100%	40%
February 2021 Cash Requirement – Cash Call 2	\$12,000,000.00	\$4,800,000.00
GST Registration # 83952 4048RT		

TOTAL CASH CALL \$4,800,000.00

(DUE ON February 22, 2021)

RioTinto

Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 01-MAR-2021

INVOICE: DDC 03-21A

DESCRIPTION		AMOUNT
	100%	40%
March 2021 Cash Requirement – Cash Call 1	\$45,000,000.00	\$18,000,000.00
GST Registration # 83952 4048RT		

TOTAL CASH CALL \$18,000,000.00

(DUE ON March 08, 2021)

SCHEDULE "A"

DOMINION MARCH EXPLORATION CASH CALL NOTICE



Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP
'Accounts Payable'
<accountspayable@ddcorp.ca>

DATE: 04-MAR-2021

INVOICE: DDC EXP 03-21

DESCRIPTION	AMOUNT
100%	40%
Exploration Recharge: Diavik Brownfields Project: Jan and Feb 2021 Costs	\$114,170.78
	\$45,668.31
GST Registration # 83952 4048RT	

TOTAL Exploration charges

\$45,668.31

(Due on March 11, 2021)

Croese,
Thomas
(DDMI)

Digitally signed by
Croese, Thomas (DDMI)
Date: 2021.03.04
11:40:55 -0700

Document #: DCON-000-1010

Template #: DCON-036-1010

Registered In Canada

Page 1 of 1

RioTinto

Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 15-MAR-2021

INVOICE: DDC 03-21B

DESCRIPTION		AMOUNT
	100%	40%
March 2021 Cash Requirement – Cash Call 2	\$45,000,000.00	\$18,000,000.00
GST Registration # 83952 4048RT		

TOTAL CASH CALL \$18,000,000.00

(DUE ON March 22, 2021)

SCHEDULE "A"

DOMINION APRIL #1(2021) CASH CALL NOTICE



Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 608 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 01-APR-2021

INVOICE: DDC 04-21A

DESCRIPTION	AMOUNT
APR 2021 Cash Requirement – Cash Call 1	\$22,400,000.00
GST Registration # 83952 4048RT	

TOTAL CASH CALL **\$22,400,000.00**

(DUE ON April 08, 2021)

Croese,
Thomas
(DDMI)

Digitally signed by
Croese, Thomas
(DDMI)
Date: 2021.03.31
17:22:06 -06'00'

Document #: DCON-000-1010

Template #: DCON-036-1010

Registered in Canada

Page 1 of 1

SCHEDULE "A"

DOMINION APRIL EXPLORATION CASH CALL NOTICE



Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 668 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP
'Accounts Payable'
<accountspayable@ddcorp.ca>

DATE: 08-APR-2021

INVOICE: DDC EXP 04-21

DESCRIPTION	AMOUNT
100%	40%
Exploration Recharge: Diavik Brownfields Project: MARCH Costs	\$214,387.11
	\$85,754.84
GST Registration # 83952 4048RT	

TOTAL Exploration charges \$85,754.84

(Due on APRIL 15, 2021)

Croese, Thomas (DDMI)
Digitally signed by Croese, Thomas (DDMI)
Date: 2021.04.08 12:00:35 -0600

SCHEDULE "A"

DOMINION APRIL #2(2021) CASH CALL NOTICE



Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 15-APR-2021

INVOICE: DDC 04-21B

DESCRIPTION	AMOUNT
APR 2021 Cash Requirement – Cash Call 2	\$14,000,000.00
	100%
	40%
	\$35,000,000.00
	\$14,000,000.00

GST Registration # 83952 4048RT

TOTAL CASH CALL \$14,000,000.00

(DUE ON April 22, 2021)

Croese, Thomas
(DDM)
Digitally signed by
Croese, Thomas (DDM)
Date: 2021.04.14 15:24:00
-0700

RioTinto

Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 01-May-2021

INVOICE: DDC 05-21A

DESCRIPTION		AMOUNT
	100%	40%
May 2021 Cash Requirement – Cash Call 1	\$45,000,000.00	\$18,000,000.00
GST Registration # 83952 4048RT		

TOTAL CASH CALL \$18,000,000.00

(DUE ON May 8, 2021)

SCHEDULE "A"

DOMINION MAY EXPLORATION CASH CALL NOTICE
(erroneously dated April 11, 2021)



Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP
'Accounts Payable'
<accountspayable@ddcorp.ca>

DATE: 11-APR-2021

INVOICE: DDC EXP 05-21

DESCRIPTION	AMOUNT
100%	40%
Exploration Recharge: Diavik Brownfields Project: APR Costs \$66,939.26	\$26,775.70
GST Registration # 83952 4048RT	

TOTAL Exploration charges

\$26,775.70

(Due on May 18, 2021)

Crosse, Thomas
(DDM) Digitally signed by Crosse, Thomas
Date: 2021.05.11 13:43:03
-04'00'

Document #: DCON-000-1010

Template #: DCON-036-1010

Registered in Canada

Page 1 of 1

SCHEDULE "A"

DOMINION MAY #2(2021) CASH CALL NOTICE



Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 8500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 808 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 15-May-2021

INVOICE: DDC 05-21B

DESCRIPTION		AMOUNT
	100%	40%
May 2021 Cash Requirement – Cash Call 2	\$16,000,000.00	\$6,400,000.00
GST Registration # 83952 4048RT		

TOTAL CASH CALL \$6,400,000.00

(DUE ON May 22, 2021)

Croese, Thomas
(DDM) Digitally signed by Croese, Thomas
(DDM) Date: 2021.05.17 10:03:11 -0500

Document #: DCON-000-1010

Template #: DCON-036-1010

Registered In Canada

Page 1 of 1

RioTinto

Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 01-JUN-2021

INVOICE: DDC 06-21A

DESCRIPTION		AMOUNT
	100%	40%
JUNE 2021 Cash Requirement – Cash Call 1	\$19,000,000.00	\$7,600,000.00
GST Registration # 83952 4048RT		

TOTAL CASH CALL \$7,600,000.00

(DUE ON JUN 08, 2021)

RioTinto

Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP
'Accounts Payable'
<accountspayable@ddcorp.ca>

DATE: 01-JUN-2021

INVOICE: DDC EXP 06-21

DESCRIPTION	AMOUNT
100%	40%
Exploration Recharge: Diavik Brownfields Project: MAY Costs	\$309,935.14
\$774,837.84	
GST Registration # 83952 4048RT	

TOTAL Exploration charges \$309,935.14

(Due on JUN 08, 2021)

RioTinto

Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 15-JUN-2021

INVOICE: DDC 06-21B

DESCRIPTION		AMOUNT
	100%	40%
JUNE 2021 Cash Requirement – Cash Call 2	\$12,000,000.00	\$4,800,000.00
GST Registration # 83952 4048RT		

TOTAL CASH CALL \$4,800,000.00

(DUE ON JUN 22, 2021)

RioTinto

Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 01-JUL-2021

INVOICE: DDC 07-21A

DESCRIPTION		AMOUNT
	100%	40%
JULY 2021 Cash Requirement – Cash Call 1	\$25,000,000.00	\$10,000,000.00
GST Registration # 83952 4048RT		

TOTAL CASH CALL \$10,000,000.00

(DUE ON JUL 08, 2021)

SCHEDULE "A"

DOMINION JULY EXPLORATION CASH CALL NOTICE



Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP
'Accounts Payable'
<accountspayable@ddcorp.ca>

DATE: 01-JUL-2021

INVOICE: DDC EXP 07-21

DESCRIPTION	AMOUNT
100%	40%
Exploration Recharge: Diavik Brownfields Project: JUN Costs	\$582,766.86
\$1,456,917.16	
GST Registration # 83952 4048RT	

TOTAL Exploration charges \$582,766.86

(Due on JUL 08, 2021)

Croese, Thomas
(DDMI)

Document #: DCON-000-1010

Template #: DCON-036-1010

Registered in Canada

Page 1 of 1

SCHEDULE "A"

DOMINION JULY 2021 CLOSURE SECURITY CASH CALL NOTICE



Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 05-JUL-2021

INVOICE: DDC 07-21

DESCRIPTION	AMOUNT
Closure Securitization – Cash Call	\$60,940,000.00
GST Registration # 83952 4048RT	

TOTAL CASH CALL \$60,940,000.00

(DUE ON JUL 12, 2021)

Croese, Thomas
(DDMI)
Digitally signed by
Croese, Thomas (DDMI)
Date: 2021.07.05
12:11:28 -0600

RioTinto

Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 15-JUL-2021

INVOICE: DDC 07-21B

DESCRIPTION		AMOUNT
	100%	40%
JULY 2021 Cash Requirement – Cash Call 2	\$11,000,000.00	\$4,400,000.00
GST Registration # 83952 4048RT		

TOTAL CASH CALL \$4,400,000.00

(DUE ON JUL 22, 2021)

SCHEDULE "A"

DOMINION AUGUST #1(2021) CASH CALL NOTICE



Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 02-Aug-2021

INVOICE: DDC 08-21A

DESCRIPTION		AMOUNT
	100%	40%
AUG 2021 Cash Requirement – Cash Call 1	\$22,000,000.00	\$8,800,000.00
GST Registration # 83952 4048RT		

TOTAL CASH CALL \$8,800,000.00

(DUE ON Aug 09, 2021)

Croese,
Thomas
(DDMI)

Digitally signed by
Croese, Thomas
(DDMI)
Date: 2021.07.29
15:22:05 -0600

Document #: DCON-006-1010

Template #: DCON-036-1010

Registered in Canada

Page 1 of 1

SCHEDULE "A"

DOMINION August #2(2021) CASH CALL NOTICE



Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 16-Aug-2021

INVOICE: DDC 08-21B

DESCRIPTION	AMOUNT
	100%
	40%
AUG 2021 Cash Requirement – Cash Call 2	\$16,000,000.00
	\$6,400,000.00
GST Registration # 83952 4048RT	

TOTAL CASH CALL \$6,400,000.00

(DUE ON Aug 23, 2021)

Williams,
Kimberly
(DDMI)

Digitally signed by
Williams, Kimberly (DDMI)
Date: 2021.08.13 14:35:57
-06'00'

Document #: DCON-000-1010

Template #: DCON-036-1010

Registered in Canada

Page 1 of 1

SCHEDULE "A"

DOMINION AUGUST EXPLORATION CASH CALL NOTICE



Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP
'Accounts Payable'
<accountspayable@ddcorp.ca>

DATE: 16-AUG-2021

INVOICE: DDC EXP 08-21

DESCRIPTION	AMOUNT
100%	40%
Exploration Recharge: Diavik Brownfields Project: July Costs	\$874,029.75
	\$349,611.90
GST Registration # 83952 4048RT	

TOTAL Exploration charges \$349,611.90

(Due on August 23, 2021)

Williams,
Kimberly
(DDMI)

 Digitally signed by
Williams, Kimberly
(DDMI)
Date: 2021.08.13
14:43:55 -0600'

Document #: DCON-000-1010

Template #: DCON-036-1010

Registered in Canada

Page 1 of 1

RioTinto

Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 01-Sep-2021

INVOICE: DDC 09-21A

DESCRIPTION		AMOUNT
	100%	40%
SEP 2021 Cash Requirement – Cash Call 1	\$20,000,000.00	\$8,000,000.00
GST Registration # 83952 4048RT		

TOTAL CASH CALL \$8,000,000.00

(DUE ON Sep 08, 2021)

RioTinto

Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP
'Accounts Payable'
<accountspayable@ddcorp.ca>

DATE: 01-SEP-2021

INVOICE: DDC EXP 09-21

DESCRIPTION	AMOUNT
100%	40%
Exploration Recharge: Diavik Brownfields Project: August 2021 Costs	\$220,584.73
\$551,461.82	
GST Registration # 83952 4048RT	

**TOTAL Exploration
charges**

\$220,584.73

(Due on September 08, 2021)

RioTinto

Diavik Diamond Mines (2012) Inc.
P.O. Box 2498
Suite 300, 5201-50th Avenue
Yellowknife, NT X1A 2P8 Canada
T (867) 669 6500 F 1-866-313-2754

BILLED TO:

Dominion Diamond Mines ULC
900 – 606 4 Street SW
Calgary, AB T2P 1T1
Canada

Attention: DDC-AP

DATE: 15-Sep-2021

INVOICE: DDC 09-21B

DESCRIPTION		AMOUNT
	100%	40%
SEP 2021 Cash Requirement – Cash Call 2	\$9,000,000.00	\$3,600,000.00
GST Registration # 83952 4048RT		

TOTAL CASH CALL \$3,600,000.00

(DUE ON Sep 22, 2021)

APPENDIX “D”

October 13 Letter



McCarthy Tétrault LLP
Suite 4000
421-7th Avenue S.W.
Calgary AB T2P 4K9
Canada
Tel: 403-260-3500
Fax: 403-260-3501

Walker W. MacLeod
Direct Line: (403) 260-3710
Email: wmacleod@mccarthy.ca

Assistant: Katie Doran
Direct Line: (403) 260-3560
Email: kdoran@mccarthy.ca

October 13, 2021

Via Email

Bennett Jones LLP
4500 Bankers Hall East
855 – 2nd Street SW
Calgary, Alberta T2P 4K7

Attention: Chris Simard

Re: Asset Purchase Agreement by and among FTI Consulting Canada Inc., in its capacity as court-appointed Monitor of Dominion Diamond Mines ULC, as Seller, and Diavik Diamond Mines (2012) Inc., as the Purchaser, dated as of October 6, 2021 (the “Sale Agreement”)

Reference is made to the Sale Agreement. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Sale Agreement.

The Purchaser has now had an opportunity to review the Monitor’s application to obtain the Sale Order and the Sixteenth Report of the Monitor, dated October 6, 2021, in support of the Sale Order (the “**Monitor’s Report**”). The Monitor’s Report confirms that, in addition to seeking the Sale Order, the Monitor is applying to approve a reverse vesting order transaction in respect of the Seller (the “**RVO Transaction**”).

The RVO Transaction will see the Seller’s interest in the Diavik Joint Venture and the Diavik Joint Venture Agreement transferred to a third-party. The Purchaser has significant concern about the potential of the RVO Transaction completing prior to the completion of the transactions contemplated by the Sale Agreement. The Purchaser is therefore requesting that the completion of the RVO Transaction be made conditional on the completion of the Sale Agreement.

The Purchaser notes Article 11.4 of the Sale Agreement provides that neither Party can assign the Sale Agreement or any rights, interests or obligations thereunder without the prior written consent of the other Party. The Purchaser confirms that, absent the addition of the condition described above, it does not consent to the assignment of the Sale Agreement as part of the RVO Transaction.

The Purchaser confirms that it was not advised of the proposed RVO Transaction and the fact that certain of the Acquired Assets it understood that it would be acquiring from the Seller would in fact be conveyed to a third-party until immediately prior to the filing of the Monitor’s Report and that the Seller did not seek any input from the Purchaser on the proposed transfer of the Diavik Joint Venture Interest as part of the RVO Transaction. While these facts are unfortunate, the

Purchaser understands the Monitor's desire to maximize the value of the Seller's estate through both the Sale Agreement and the RVO Transaction and, absent the reasonable concerns identified by the Purchaser herein, would be inclined to support the Monitor's application to approve the RVO Transaction. Unfortunately, proceeding with the RVO Transaction in its current form will put the Sale Agreement at risk and the value of the Sale Agreement is materially higher than the value of the RVO Transaction. Therefore, absent the Purchaser's reasonable concerns being adequately addressed, the Purchaser cannot support the Monitor's application to approve the RVO Transaction.

The Purchaser is hopeful that the issue with the RVO Transaction can be resolved in the manner described herein. In the event that the Monitor is not prepared to agree to add this condition to the order approving the RVO Transaction, the Purchaser reserves all of its rights and remedies against the Seller arising under or pursuant to the Sale Agreement, at law and in equity and nothing herein shall operate as a waiver or estoppel thereof.

Yours truly,

McCarthy Tétrault LLP

A handwritten signature in black ink, appearing to read "W-IL M-2" followed by a stylized flourish.

Walker W. MacLeod

cc: Osler, Hoskin & Harcourt LLP

WWM/hs

APPENDIX “E”

Auction Letter dated October 15, 2021



Chris Simard
Direct Line: 403.298.4485
e-mail: simardc@bennettjones.com
Our File No.: 76142.11

October 15, 2021

Via Email

Tony DeMarinis and Scott A. Bomhof
Torys LLP
3300 - 79 Wellington St W
Toronto, ON M5K 1N2

Dear Sirs:

Re: Dominion Diamond Mines ULC - CCAA Proceedings in Action No. 2001-05630

We are writing to you in connection with the RVO Transaction, as defined in the October 6, 2021 Sixteenth Report of the Monitor (the "**Sixteenth Report**"). We also make reference to the RVO Term Sheet, as defined in the Sixteenth Report and appended thereto as Appendix "C". All capitalized terms used but not defined in this letter are intended to bear their meanings as defined in the Sixteenth Report or the RVO Term Sheet.

The adjournment from October 15, 2021 to November 9, 2021 of our client's application to approve the RVO Transaction significantly compresses the timing for any bidder to maximize the benefits of the Tax Attributes before year-end.

As the Monitor has stated in the Sixteenth Report, there are very few potential bidders who could utilize the Tax Attributes. Washington would be able to do so without limitation, because it is the ultimate owner of the Dominion Entities. However, given the limitations in the *Income Tax Act*, the Monitor believes that ACDC is the only other party who could potentially utilize the Tax Attributes. This is because ACDC is the only party who, if it acquired the Dominion Entities, would potentially be able to (i) argue that the Dominion Entities had carried on business throughout the year in which they were acquired, and (ii) utilize the Tax Attributes in the same business which gave rise to them.

Because of the compressed timeframe after November 9, 2021 in which a bidder will be able to maximize its use of the Tax Attributes by year-end, the Monitor has determined that before November 9, 2021 it must: (i) seek confirmation of ACDC's interest in becoming a bidder under the RVO Transaction; and (ii) if necessary, hold the Auction. The Monitor has revised the RVO Term Sheet accordingly (a blackline is attached).

In my email to you on Thursday, October 7, 2021, I asked you to confirm by the close of business on October 12, 2021 whether ACDC intended to make a bid under the RVO Transaction. You did not reply to that inquiry, by October 12 or at all.

Accordingly, the Monitor requires the following, to ensure that this matter proceeds sufficiently promptly:

- a) If ACDC intends to make any bid under the RVO Transaction, then ACDC must, by 5:00 p.m. Mountain time on Friday, October 22, 2021, submit to the Monitor in writing a bid for the RVO Transaction (an "**Auction Bid**");
- b) an Auction Bid must:
 - i. state the amount of the RVO Payment to be paid under the bid (which must be no less than US\$1,500,000);
 - ii. include a covenant in writing that ACDC will close the transactions contemplated in the RVO Term Sheet by the Outside Date (now revised to December 3, 2021);
 - iii. acknowledge and agree in writing that it will be responsible for any and all fees incurred by ACDC in connection with the formulation, negotiation, submission, and pursuit of its bid;
 - iv. provide the Monitor with satisfactory evidence that ACDC will have sufficient ability (including financial ability) to close on the transactions contemplated in the RVO Transaction on or prior to the Outside Date;
 - v. be accompanied by a good faith deposit equal to (A) the Process Costs, in the amount of US\$250,000, plus (B) the greater of (x) US\$250,000 and (y) 10% of the RVO Payment reflected in ACDC's bid.

If ACDC submits an Auction Bid by the stated deadline, the Monitor will determine whether such Auction Bid satisfies the conditions set out above and whether the Monitor is satisfied of ACDC's ability (including financial ability) to close on the transactions contemplated in the RVO Transaction on or prior to the Outside Date (collectively, the "**Qualifying Conditions**"). The Monitor will advise ACDC and Washington of its determination no later than 5:00 p.m. Mountain time on Monday, October 25, 2021.

If the Monitor determines that ACDC's Auction Bid satisfies the Qualifying Conditions, the Auction will be held at 10:00 a.m. Mountain time on Wednesday, October 27, 2021. On or before 12:00 p.m. Mountain time on Tuesday, October 26, 2021 the Monitor will deliver in writing to ACDC and Washington the rules and procedures governing the Auction.

For the reasons set out in our October 13, 2021 letter (responding to yours of October 11, 2021), the Monitor is of the view that ACDC is in possession of all information necessary for it to determine whether it wishes to submit a bid. Significantly, ACDC's Chief Financial Officer Kristal Kaye was also the CFO of the Dominion Entities from May 7, 2018 until February 3, 2021. It was Ms. Kaye's finance team who assisted the Monitor by preparing the 2020 financial statements and tax returns for

October 15, 2021

Page 3

DDM (now 1192090 BC Unlimited Liability Company), Dominion Diamond Marketing Corporation and Dominion Diamond Canada ULC (now 1191452 BC Unlimited Liability Company).

In your October 11 letter you asked whether the RVO Transaction is intended to deal with the tax attributes of the "Acquired Subsidiaries" (as defined in the ACDC APA). In our October 13 letter, we asked you to clarify which entities were purchased by ACDC as "Acquired Subsidiaries". We repeated that request on October 14. You have not responded. As a result, we had to make inquiries of the CCAA Debtors' former counsel, who have confirmed that ACDC acquired the shares of Dominion Diamond (India) Private Limited and Dominion Diamond Marketing N.V., but no other Dominion companies, in the ACDC Transaction.

As you will see from the revised RVO and RVO Term Sheet, we have made revisions to ensure that the shares of Dominion Diamond (India) Private Limited, Dominion Diamond Marketing N.V. and Dominion Diamond (Cyprus) Limited are expressly not being conveyed to the Creditor Trust (Blakes advised that Dominion Diamond (Cyprus) Limited was wound up prior to the ACDC Transaction closing). We have also made other revisions to the RVO Term Sheet as a result of DDMI advising the Monitor that it will not agree to the RVO Transaction closing unless and until the AVO Transaction closes first. Washington has agreed to all the revisions shown in the attached blacklines.

We look forward to your confirmation by 5:00 p.m. Mountain time on Friday, October 22, 2021, as to whether ACDC will submit an Auction Bid.

Yours truly,



Chris Simard

CS:/dmk

cc: Client
Kelsey Meyer, Bennett Jones LLP

APPENDIX “F”

October 18 Letter



Chris Simard
Direct Line: 403.298.4485
e-mail: simardc@bennettjones.com
Our File No.: 76142.11

October 18, 2021

Via Email

Tony DeMarinis and Scott A. Bomhof
Torys LLP
3300 - 79 Wellington St W
Toronto, ON M5K 1N2

Dear Sirs:

Re: Dominion Diamond Mines ULC - CCAA Proceedings in Action No. 2001-05630

We are writing to you to follow up on your client ACDC's information requests regarding the AVO Transaction, as defined in the October 6, 2021 Sixteenth Report of the Monitor (the "**Sixteenth Report**"). All capitalized terms used but not defined in this letter are intended to bear their meanings as defined in the Sixteenth Report.

On Wednesday, September 29, 2021, Mr. Hoff of DDJ requested the following information from the Monitor regarding the AVO Transaction "for us to complete our diligence on the remaining 40% stake in Diavik to consider whether we can provide an offer for the assets that are superior to that which is apparently currently on the table. As I'm sue timing is a consideration for all parties involved, we would request those to be provided ASAP. Please let us know of any questions.

- Updated financials for the last 2 years. Monthly, if possible.
- Updated forecast for 2021 & 2022, again with as much detail as possible.
- Full exploration program results from the 2019 study they undertook. (This was supposed to be delivered to Ekati mgmt. previously, but never was).
- Updated long range plan with executed approval of such plan (are there signed minutes from said meetings to confirm what was presented)? We need to understand full mine life?
- Updated reclamation / final closure study. This should be updated and verified to justify the reclamation funding increases for the cover payments?
- Reconciliation of current diamonds withheld for cover payments and what (if any) they have sold. Specifically any detail regarding specials/fancies mined in the past 12-18months."

On September 30, 2021, the Monitor established a confidential data room to facilitate the provision of this information. On the same day, the Monitor placed into that data room the August 2021 monetization waterfall calculation, which satisfied the final (sixth) information request.

The remaining five items requested by Mr. Hoff were information that the Monitor had received, or would have to request, from DDMI, the Manager under the Diavik JVA. We commenced discussions with counsel to DDMI, who confirmed that DDMI considered these items to be confidential. Over the next three days, we held numerous discussions with you and with counsel to DDMI, to establish parameters under which this information could be shared with you or your clients.

On October 3, 2021, I advised you that DDMI had agreed to the disclosure of the outstanding five items as listed below, either to the "ACDC Group" (the employees of ACDC that you identified to us as having the necessary subject matter expertise – Kristal Kaye, Andrew Petch and Huili Li) or to the "Limited Group" (the two Bidders, their legal counsel and any other advisors to the two Bidders). DDMI's agreement to this disclosure was subject to DDMI being satisfied with the confidentiality provisions under which the items were to be disclosed:

- **Updated financials for the last 2 years. Monthly, if possible.**
 - o Under the TSA, ACDC has access to the historical financial information up to the close of the Ekati transaction. DDMI agreed that the ACDC Group could receive the more recent information.
 - o Diavik JV 2020 Financial Statements. ACDC already has these, as it helped prepare them. DDMI agreed that the ACDC Group could receive these.
 - o Diavik JV monthly Trial Balances from February – August 2021. DDMI agreed that the ACDC Group could receive these.
- **Updated forecast for 2021 & 2022, again with as much detail as possible.**
 - o 2021 JV Plan Book (provided in April 2021). DDMI agreed that the ACDC Group could receive these.
 - o 2022 JV Plan Book is not expected to be received until later in the year. DDMI advised the Monitor that this was not yet in existence.
- **Full exploration program results from the 2019 study they undertook. (This was supposed to be delivered to Ekati mgmt. previously, but never was).**
 - o 2020 Exploration Summary Report. DDMI was not prepared to allow the ACDC Group to access this information, but only the Limited Group.
- **Updated long range plan with executed approval of such plan (are there signed minutes from said meetings to confirm what was presented)? We need to understand full mine life?**
 - o Diavik 2021 LOM Plan Overview. DDMI was not prepared to allow the ACDC Group to access this information, but only the Limited Group.
- **Updated reclamation / final closure study. This should be updated and verified to justify the reclamation funding increases for the cover payments?**
 - o Diavik Closure Prefeasibility Study Report. DDMI was not prepared to allow the ACDC Group to access the report. DDMI was prepared to allow both the current Present Closure Obligation (PCO) and Total Projected Costs (TPC) to be disclosed by the Monitor to the ACDC Group.

October 18, 2021

Page 3

As I advised you on October 3, the necessary next step to move forward with the disclosure of this information was to have your client consent to the Monitor disclosing to DDMI the Non-Disclosure Agreements ("**NDA**s") entered into by DDJ, Brigade and your firm as part of the SISP. Once that occurred, we would be able to determine whether any revisions were required to those NDAs to satisfy DDMI, and also negotiate any necessary NDAs for the ACDC Group.

On October 3, 2021, you advised me that you were seeking instructions from your clients regarding the disclosure of these NDAs to DDMI. When we spoke on October 4, 2021, you advised me that you were still waiting to hear back on those instructions. We have not heard from you since that time. If ACDC, Brigade and DDJ wish to move forward with a process to facilitate the disclosure of this information, please advise us as soon as possible so that we may begin that work.

Finally, we note that in paragraph 36 of Ms. Kaye's October 13, 2021 Affidavit, she stated that "[a] report provided in the data room set up by the Monitor does not provide details to reconcile each production cycle against its DICAN valuation, thereby making it impossible to show whether DDMI was over collateralized at any point in time". We can advise that the Monitor will provide this information, on a confidential basis, no later than Wednesday, October 20, 2021.

Yours truly,



Chris Simard

cc: Client
Kelsey Meyer, Bennett Jones LLP

APPENDIX “G”

October 19 Letter

October 19, 2021

VIA EMAIL

simardc@bennettjones.com
meyerk@bennettjones.com

FTI Consulting Canada Inc.
1610, 520 5th Avenue S.W.
Calgary, AB T2P 3R7

Attention: Deryck Helkaa / Tom Powell

Dear Sirs:

Re: Dominion Diamond Mines ULC et al. – Monitor’s Application for Approval and Vesting Order and Reverse Vesting Order, returnable October 15, 2021

Reference is made to: (i) the Sixteenth Report of FTI Consulting Canada Inc., in its capacity as Monitor of Dominion Diamond Mines ULC, Dominion Diamond Delaware Company LLC, Dominion Diamond Canada ULC, Washington Diamond Investments, LLC, Dominion Diamond Holdings, LLC, Dominion Finco Inc. and Dominion Diamond Marketing Corporation dated October 16, 2021 (the “**Sixteenth Report**”); and (ii) your letter dated October 13, 2021. Unless indicated otherwise, all capitalized terms used herein have the meaning attributed thereto in the Sixteenth Report.

Given the re-scheduling of the application for November 9, 2021, we do not intend to respond to the issues raised with respect to insufficient notice of the application other than to say that we strongly disagree that the original date of October 15 was appropriate.

We include follow-up questions in reference to our previous letter. The absence of a further question does not imply that we agree with the Monitor’s position or that the Monitor has provided a full response to our queries.

We were surprised to hear that the Monitor, as an independent court officer, was asserting privilege beyond its direct communications with its own counsel (i.e. between FTI and Bennett Jones exclusively) as a basis for refusing to provide the information requests set out in our letter. Please provide to us the specific privilege asserted and the rationale for it. We do not understand that there would be any basis to assert solicitor-client or litigation privilege with the First Lien Lenders, DDMI or their representatives (it would be waived), nor are without prejudice negotiations a basis for refusing to provide the requested information.

Please provide a copy of the opinion referenced in paragraph 2(g) of your letter. Unless such opinion specifically addresses the *bona fides* of the quantum of the cash calls, we repeat our

request for a detailed description of all steps that the Monitor has taken to satisfy itself that the full quantum of such claims are valid and enforceable claims against DDM.

We repeat our request for details of any analysis conducted by the Monitor with respect to the current exposure of the First Lien Lenders under the LC's net of all Cash Collateral. The Illustrative Purchase Price and related analysis in the 16th Report states the LC liability is \$105 million, with \$51 million held as cash collateral. Please advise on all steps that the Monitor took to assess (a) the net present value of the liability under the LC's, and (b) the likelihood of the LC's being fully drawn or not.

In addition, we note that the Illustrative Purchase Price set out in the 16th Report references DDMI Cover Payments of \$251 million but does not reference the DICAN value of diamond collateral held by DDMI in the amount of approximately \$178.2 million. Please advise on how the diamond collateral held by DDMI impacts the Illustrative Purchase Price.

In paragraph 2(j) of your letter, you state that paragraphs 71, 75 and 77 of the 16th Report set out a "detailed accounting" of the use of the funds in the Diavik Realization Account. The referenced paragraphs set out an aggregate amount of Professional Fees for the 34 week period ending September 24, 2021. The 16th Report provides no details to support an assessment of the work performed. The Monitor's fees and disbursements are subject to Court approval, which will require detailed reporting on the allocation of the Professional Fees and summaries of the work performed. We require this level of detail to assess the Professional Fees described in the 16th Report.

At paragraph 69(b) of the 16th Report, the Monitor indicates that it marketed the shares of the RVO Dominion Entities as part of the SISP. The RVO Dominion Entities are set out in the 16th Report as DDM, WDI, Dominion Holdings, and Dominion Marketing. The SISP expressly dealt with the "Opportunity" (as such term was defined in the SISP). Please advise where the tax attributes of the RVO Dominion Entities fall within the defined scope of the Opportunity.

Yours truly,



Scott Bomhof

SB

APPENDIX “H”

Monitor's Response Letter dated October 19, 2021



Chris Simard
Direct Line: 403.298.4485
e-mail: simardc@bennettjones.com
Our File No.: 76142.10

October 19, 2021

Via Email

Scott A. Bomhof
Torys LLP
3300 - 79 Wellington St W
Toronto, ON M5K 1N2

Dear Mr. Bomhof:

Re: Dominion Diamond Mines ULC - CCAA Proceedings in Action No. 2001-05630

We are writing to provide the Monitor's responses to the follow-up questions set out in your letter of October 19, 2021 (the "**October 19 Letter**"). All capitalized terms in this letter that are not defined are intended to bear their meanings as defined in the Sixteenth Report, or in the October 19 Letter.

1. Request for Drafts of Agreements and Communications regarding Agreement Negotiations

We remain of the view that the Monitor's discussions and negotiations of the AVO Transaction and RVO Transaction are privileged and confidential (specifically, "without prejudice" privilege). We note that the Monitor is not only an independent court officer, but is also acting in the name of and on behalf of the CCAA Debtors, further to EMP Order. Also, as is apparent from the letters attached as Appendix "A" to our October 13, 2021 letter to you, DDM, DDMI and the Agent were parties to a dispute, which the AVO APA resolves.

2. Our Opinion on DDMI's Security

We will not provide you with the opinion that our firm provided to the Monitor respecting the validity and enforceability of DDMI's security, because that opinion is privileged (specifically, solicitor-client privilege). We can confirm that the opinion did not address the "*bona fides* of the quantum of the cash calls". The JVA, which is in evidence in these CCAA proceedings, and with which a number of ACDC's employees are fully familiar, sets out the basis on which DDMI is entitled to make cash calls to DDM, in its capacity as Manager of the Diavik Joint Venture.

3. Details Regarding the First Lien Lenders' Exposure under the LCs

We confirm that the Monitor did not "assess (a) the net present value of the liability under the LC's, and (b) the likelihood of the LC's being fully drawn or not". We can confirm, however, that the

estimated costs of reclamation of the Diavik Diamond Mine and projected cash calls are sufficiently large, such that all the LC's would need to be drawn to satisfy DDM's share of those costs.

4. Illustrative Purchase Price

The diamond collateral held by DDMI has no impact on the Illustrative Purchase Price described in paragraph 44 of the Sixteenth Report. If any purchaser other than DDMI completed the AVO Transaction, it would have to pay to DDMI the full amount of the outstanding Cover Payments, as cure costs under the JVA. That purchaser would then become entitled to DDM's assets and interests in connection with the JVA and the Diavik Joint Venture, including DDM's share of diamonds being held by DDMI in trust for DDM. However, its acquisition of those assets would not affect the purchase price it would have to pay to close the AVO Transaction.

5. Professional Fees and Disbursements

A list of the invoices, along with dates and amounts, that make up the total amount of the professional fees reported in the Sixteenth Report for the period between February 5 and September 24, 2021, is set out below.

Professional Fees - February 5 to September 24, 2021					
<i>(CAD thousands)</i>					
Firm	Invoice #	Invoice Date	Description	Date Paid	Invoice Total
Monitor					
FTI Consulting Canada	29004714	28-Feb-21	Charges Posted through February 28, 2021	16-Mar-21	\$ 87,642.45
FTI Consulting Canada	29004767	31-Mar-21	Charges Posted through March 31, 2021	8-Apr-21	88,312.60
FTI Consulting Canada	29004815	30-Apr-21	Charges Posted through April 30, 2021	4-May-21	134,619.71
FTI Consulting Canada	29004855	31-May-21	Charges Posted through May 31, 2021	4-Jun-21	66,915.12
FTI Consulting Canada	29004902	30-Jun-21	Charges Posted through June 30, 2021	7-Jul-21	53,983.07
FTI Consulting Canada	29004946	31-Jul-21	Charges Posted through July 31, 2021	11-Aug-21	66,263.51
FTI Consulting Canada	29004997	31-Aug-21	Charges Posted through August 31, 2021	14-Sep-21	83,424.22
Total Fees of the Monitor					\$ 581,160.68
Legal Counsel to the Monitor					
Bennett Jones	1384630	15-Mar-21	Charges Posted through February 28, 2021	14-Apr-21	\$ 33,457.40
Bennett Jones	1387454	9-Apr-21	Charges Posted through March 31, 2021	14-Apr-21	21,401.93
Bennett Jones	1394042	14-May-21	Charges Posted through April 30, 2021	20-May-21	35,851.46
Bennett Jones	1399361	16-Jun-21	Charges Posted through May 31, 2021	11-Aug-21	18,247.58
Bennett Jones	1402707	12-Jul-21	Charges Posted through June 30, 2021	11-Aug-21	7,632.98
Bennett Jones	1407778	11-Aug-21	Charges Posted through July 31, 2021	23-Sep-21	10,314.63
Bennett Jones	1411266	8-Sep-21	Charges Posted through August 31, 2021	14-Sep-21	18,416.10
Total Fees of the Legal Counsel to the Monitor					\$ 145,322.08
First Lien Lenders					
Osler Hoskin Harcourt	12494800	29-Mar-21	Charges Posted through March 31, 2021	13-Apr-21	\$ 60,137.18
Osler Hoskin Harcourt	12510590	19-May-21	Charges Posted through April 30, 2021	25-May-21	30,284.65
Osler Hoskin Harcourt	12519945	28-Jun-21	Charges Posted through May 31, 2021	5-Jul-21	25,925.48
Osler Hoskin Harcourt	12530357	21-Jul-21	Charges Posted through June 30, 2021	23-Aug-21	36,196.58
Osler Hoskin Harcourt	12539765	19-Aug-21	Charges Posted through July 31, 2021	23-Aug-21	68,539.72
Osler Hoskin Harcourt	12549218	15-Sep-21	Charges Posted through August 31, 2021	17-Sep-21	87,591.09
Cahill Gordon & Reindel LLP	279771	27-May-21	Charges Posted through April 30, 2021	8-Jun-21	106,001.17
Cahill Gordon & Reindel LLP	280098	9-Jun-21	Charges Posted through May 31, 2021	18-Jun-21	20,494.45
Total Fees of the First Lien Lenders					\$ 435,170.33
Total Professional Fees					\$1,161,653.09

6. SISP

The SISP Procedures, attached as Schedule "B" to the SARIO (the "**SISP Procedures**"), set the parameters for the SISP. The SISP Procedures solicited interest in the "Opportunity", as follows:

The SISP is intended to solicit interest in, and opportunities for, (i) a sale or partial sales of (A) all, substantially all, or certain of the assets, property and undertakings (collectively, the "**Property**") of the Applicants and certain of their subsidiaries (together with the Applicants, the "**Dominion Diamond Group**"); (B) the Diavik Interest; or (C) the Non-Diavik Assets or (ii) for an investment in, restructuring, recapitalization, refinancing or other form of reorganization of the Dominion Diamond Group or its business. Bids considered pursuant to the SISP may include one or more of an investment, restructuring, recapitalization, refinancing or other form of reorganization of the business and affairs of the Dominion Diamond Group as a going



October 19, 2021

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concern or a sale (or partial sales) of all, substantially all, or certain of the Property of the Dominion Diamond Group, or a combination thereof (the “**Opportunity**”).

The "Applicants" were defined in the SISP Procedures as "Washington Diamond Investments, LLC, Dominion Diamond Holdings, LLC, Dominion Finco Inc., Dominion Diamond Mines ULC (“**DDM**”), Dominion Diamond Delaware Company LLC and Dominion Diamond Canada ULC".

The four "Dominion Entities" that are the subject of the RVO Transaction are Washington Diamond Investments, LLC, DDM, Dominion Diamond Holdings, LLC, and Dominion Diamond Marketing Corporation. The latter three corporations are all direct or indirect subsidiaries of the former. The Tax Attributes of the Dominion Entities are not separable from the Dominion Entities. The RVO Transaction constitutes an "investment, restructuring, recapitalization, refinancing or other form of reorganization of the business and affairs of the Dominion Diamond Group", as specifically contemplated in the definition of the "Opportunity". As such, it was open to any SISP bidder to propose a transaction identical to the RVO Transaction in the SISP. None did so.

We trust that this answers your questions. Please let us know if you would like to discuss these matters further.

Yours truly,



Chris Simard

CS:/dmk

cc: Client
Kelsey Meyer, Bennett Jones LLP



APPENDIX “J”

Amended AVO (blackline)

ASSET PURCHASE AGREEMENT

BY AND AMONG

DOMINION DIAMOND MINES ULC, by FTI CONSULTING CANADA INC., in its capacity as court-appointed Monitor of DOMINION DIAMOND MINES ULC and not in its personal capacity, as the Seller

AND

DIAMOND DIAMOND MINES (2012) INC., as the Purchaser

Dated as of October 6, 2021

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LIST OF SCHEDULES

Schedule A Sale Order

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is dated as of October 6, 2021 (the "Effective Date"), by and among Diavik Diamond Mines (2012) Inc. (the "Purchaser"), and Dominion Diamond Mines ULC (the "Seller"), by FTI Consulting Canada Inc., in its capacity as court-appointed Monitor of Dominion Diamond Mines ULC and not in its personal capacity.

WHEREAS, on April 22, 2020 (the "Filing Date"), the Seller obtained an initial order (the "Initial Order") under the *Companies' Creditors Arrangement Act* (Canada) ("CCAA") from the Alberta Court of Queen's Bench (the "CCAA Court") that, among other things, commenced the CCAA proceedings (the "CCAA Proceedings") in respect of the Seller. On May 1, 2020, the Seller obtained an amended and restated version of the Initial Order from the CCAA Court (as further amended and restated from time to time, the "Amended and Restated Initial Order");

WHEREAS, the Purchaser intends to purchase the Seller's right, title and interest in and to the Acquired Assets (as defined below) and assume the Assumed Liabilities (as defined below) on the terms and subject to the conditions set forth in this Agreement, subject to obtaining the Sale Order (as defined below) (the "Acquisition");

WHEREAS the Pre-Filing Royalty Indebtedness (as defined below) has been fully settled prior to the Effective Date; and

WHEREAS, subject to the provisions of this Agreement, the Parties desire to consummate the Acquisition as soon as reasonably practicable after the Sale Order (as defined below) has been issued and following the satisfaction of the conditions precedent set out herein, including the issuance of the Sale Order.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants, agreements and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I **CERTAIN DEFINITIONS**

1.1 Specific Definitions. Capitalized terms used herein shall have the meanings set forth below:

"Acquired Assets" shall have the meaning ascribed thereto in Section 2.1.

"Acquisition" shall have the meaning ascribed thereto in the Recitals of this Agreement.

"Agreement" means this Asset Purchase Agreement, including all Schedules hereto, as it may be amended from time to time in accordance with its terms.

"Amended and Restated Initial Order" shall have the meaning ascribed thereto in the Recitals of this Agreement.

"Assigned Contracts" shall mean, collectively, the Diavik Option Agreement, the Tenby Option Agreement, the Underlying Agreements (as defined in the Diavik Option Agreement), the Tenby Underlying Agreement (as defined in the Tenby Option

Agreement), the CMO Underlying Agreement (as defined in the Tenby Option Agreement).

“Assumed Liabilities” shall have the meaning ascribed thereto in Section 2.2.

“Business Day” shall mean any day other than a Saturday, a Sunday, or a statutory holiday in Calgary, Alberta, Canada.

“Cash Collateral” means all cash and cash equivalents held by the First Lien Agent as security for any LC issued by any First Lien Lender where the Purchaser is the beneficiary and which, as of [●], totalled USD\$[●].

“CCAA” shall have the meaning ascribed thereto in the Recitals of this Agreement.

“CCAA Court” shall have the meaning ascribed thereto in the Recitals of this Agreement.

“CCAA Proceedings” shall have the meaning ascribed thereto in the Recitals of this Agreement.

“Claims” means any and all claims, charges, lawsuits, demands, directions, Orders, suits, inquires made, hearings, judgments, warnings, investigations, notices of violation, notice of noncompliance, litigation, proceedings, arbitration, or other disputes, whether civil, criminal, administrative, regulatory or otherwise.

“Closing” shall have the meaning ascribed thereto in Section 9.1.

“Closing Date” means the date on which the Closing shall occur.

“Closure Security Agreement” means the closure security agreement relating to the Diavik Joint Venture Agreement dated as of December 13, 2019 between the Purchaser and the Seller.

“Contract” means any written or oral contract, purchase order, service order, sales order, indenture, note, bond, lease, sublease, license, understanding, instrument or other agreement, arrangement or commitment, whether express or implied.

“Credit Agreement” means the Amended and Restated Credit Agreement dated as of February 3, 2021, among, *inter alia*, the Seller, the First Lien Agent and the First Lien Lenders, as it may be amended, restated, supplemented or otherwise modified from time to time.

“December APA” means the Asset Purchase Agreement dated as of December 6, 2020 among, *inter alia*, the Seller, Brigade Capital Management, LP and DDJ Capital Management, LLC.

“Diavik Diamond Mine” means the diamond mine located approximately 300 kilometres from Yellowknife in the Northwest Territories, Canada, and known as the “Diavik Diamond Mine.”

"Diavik JVA Cover Payments" has the meaning ascribed thereto in the affidavit of Kristal Kaye sworn April 21, 2020 provided in support of the Initial Order.

"Diavik JVA Cover Payment Liabilities" means all Liabilities owing by the Seller in relation to the Diavik JVA Cover Payments and includes, without limitation, all interest due to the Purchaser pursuant to Article 9.4 of the Diavik Joint Venture Agreement, all reasonable legal fees and all other reasonable costs and expenses incurred by the Purchaser in collecting payment of such Liabilities and enforcing its security interest under Article 9.4 of the Diavik Joint Venture Agreement.

"Diavik Joint Venture" means the unincorporated joint venture arrangement established pursuant to the purposes set out in the Diavik Joint Venture Agreement in relation to the Diavik Diamond Mine.

"Diavik Joint Venture Agreement" means the joint venture agreement dated March 23, 1995 between the Seller and the Purchaser originally entered into between Aber Resources Limited and Kennecott Canada Inc. as of March 23, 1995, as amended from time to time, with the current parties thereto being the Seller and the Purchaser.

"Diavik Joint Venture Interest" means the Participating Interest (as such term is defined in the Diavik Joint Venture Agreement) held by the Seller pursuant to the Diavik Joint Venture Agreement.

"Diavik Option Agreement" means the Diavik Option Agreement dated June [●], 1992 between Aber Resources Limited and Kennecott Canada Inc.;

"Diavik Realization Account" means the bank account that was funded to cover costs to administer the Diavik Realization Assets pursuant to the December APA.

"Diavik Realization Assets" has the meaning ascribed thereto in the December APA.

"Dominion Production" means the Seller's legal and beneficial interest in: (a) all Products (as such term is defined in the Diavik Joint Venture Agreement); and (b) other inventory of any kind or nature (including stockpiles and goods), if any, that have been produced from the Diavik Diamond Mine. For the avoidance of doubt, Dominion Production includes Dominion's legal and beneficial interest in any Products that were made available for auction during the Subject Period and not sold as of Closing.

"Effective Date" shall have the meaning ascribed thereto in the Preamble hereof.

"Encumbrance" means any caveats, security interests or similar interests, hypothecations, pledges, mortgages, deeds, deeds of trust, liens, encumbrances, trusts or statutory, constructive or deemed trusts, reservations of ownership, title defects or imperfections, royalties, leases, options, rights including rights of pre-emption or first refusal, privileges, interests, assignments, easements, rights of way, encroachments, restrictive covenants, actions, demands, judgements, executions, levies, taxes, writs of enforcement, proxies, voting trusts or agreements, transfer restrictions under any shareholder agreement or similar agreements, charges, conditional sales or other title retention agreements or other impositions, restrictions on transfer or use of any nature whatsoever 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.

"Filing Date" shall have the meaning ascribed thereto in the Recitals of this Agreement.

"Final Order" means an action taken or order issued by the CCAA Court or other applicable Governmental Body as to which: (a) no request or motion for stay of the action or order is pending before the Governmental Body, no such stay is in effect, and, if any deadline for filing any such request or motion is designated by statute or regulation, it is passed, including any extensions thereof; (b) no petition or motion for rehearing or reconsideration of the action or order, or protest of any kind, is pending before the Governmental Body and the time for filing any such petition or motion is passed; (c) the Governmental Body does not have the action or order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (d) the action or order is not then under judicial review or appeal, there is no notice of leave to appeal, appeal or other motion or application for judicial review pending, and the deadline for filing such notice of appeal or other motion or application for judicial review has passed, including any extensions thereof.

"First Lien Agent" means Credit Suisse AG, Cayman Islands Branch, as administrative agent under the Credit Agreement.

"First Lien Lenders" means the first lien secured lenders under the Credit Agreement.

"GNWT" shall have the Government of the Northwest Territories.

"Governmental Body" means any government, quasi-governmental entity, or other governmental or regulatory body, board, commission, tribunal, agency or political subdivision thereof of any nature, whether national, international, multi-national, supra-national, foreign, federal, state, provincial, territorial, Aboriginal or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

"GST" means goods and services tax, including harmonized sales tax, payable under the GST Legislation.

"GST Legislation" means Part IX of the *Excise Tax Act* (Canada), as amended from time to time.

"Initial Order" shall have the meaning ascribed thereto in the Recitals of this Agreement.

"Interim Period Proceeds" means any proceeds received by the Seller from Interim Period Sales.

"Interim Period Sales" means any sale or other disposition of any Dominion Production during the Subject Period.

"Jennings Royalty Agreement" means the royalty agreement made among the Seller, the Purchaser and Christopher Jennings dated as of September 30, 2003, as may have been amended, modified or supplemented prior to the Effective Date.

"Law" means any federal, territorial, state, provincial, local, municipal, foreign or international, multinational or other law, treaty, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

"LCs" means all letters of credit issued by the First Lien Lenders in respect of the Diavik Diamond Mine in connection with the Closure Security Agreement.

"LC Obligations" means the obligations of the Seller to post LCs in accordance with the Diavik Joint Venture Agreement, as further evidenced by the Closure Security Agreement.

"Liability" means, as to any Person, any debt, Claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

"Monetization Order" means the Order (Approval of Monetization Process) granted by the CCAA Court on November 4, 2020 which approved a monetization process to govern the disposition of the Seller's share of production from the Diavik Diamond Mine.

"Monitor" means FTI Consulting Canada Inc., in its capacity as the CCAA Court-appointed monitor in connection with the CCAA Proceedings.

"Monitor's Certificate" means the certificate, substantially in the form attached as a schedule to the Sale Order, to be delivered by the Monitor to the Seller and the Purchaser on Closing and thereafter filed by the Monitor with the CCAA Court, certifying that the Acquisition has been completed.

"Order" means any decree, order, injunction, rule, judgment, consent, ruling, writ, assessment or arbitration award of or by any Governmental Body.

"Parties" means the Seller and the Purchaser, collectively and "Party" means either one of them.

"Permitted Deductions" means only (a) all accrued and unpaid LC fees, if any, as at the Closing, up to the maximum amount of (1) a *per diem* calculation of CAD \$10,572.92 for the period of July 1, 2021 to Closing; and (2) CAD \$ 18,932.99 for the period prior to June 30, 2021; and (b) all advisor fees incurred or reasonably anticipated to be incurred by the First Lien Agent and the Seller in connection with this Agreement, the administration of the Diavik Realization Assets, and the wind-down of the estate of the Seller and its affiliates to the extent not paid from the Diavik Realization Account or the Wind-Down Account, up to a maximum of CAD\$811,000. For certainty, no other amounts other than those described in this definition are Permitted Deductions.

"Permitted Encumbrances" means, as of any particular time and in respect of any Person, each of the following Encumbrances: (a) any subsisting restrictions, exceptions, reservations, limitations, provisos and conditions (including royalties, reservation of mines, mineral rights and timber rights, access to navigable waters and similar rights) expressed in any original grant from the Crown or a Governmental Body and any statutory limitations, exceptions, reservations and qualifications to title or Encumbrances imposed by Law; (b) any claim based on treaty rights, traditional territory or land claims; (c) inchoate or statutory liens solely with respect to Assumed Liabilities not at the time overdue; (d) permits, reservations, covenants, servitudes, watercourse, rights of water, rights of access or user licenses, easements, rights-of-way and rights in the nature of easements (including, without in any way limiting the generality of the foregoing, licenses, easements, rights-of-way and rights in the nature of easements for railways, sidewalks, public ways, sewers, drains, gas and oil pipelines, steam and water mains or electric light and power, or telephone and telegraph conduits, poles, wires and cables) in favor of any Governmental Body or utility company in connection with the development, servicing, use or operation of any property which (1) do not individually or in the aggregate materially detract from the value or materially interfere with the use of the real or immovable property subject thereto and (2) have been complied with to date in all material respects; (e) each of the following Encumbrances: (1) permits, reservations, covenants, servitudes, rights of access or user licenses, easements, rights of way and rights in the nature of easements in favor of any Person (other than those in (d) above); (2) any encroachments, title defects or irregularities existing; (3) any instrument, easement, charge, caveat, lease, agreement or other document registered or recorded against title to any property so long as same have been complied with in all material respects; (4) agreements with any Governmental Body and any public utilities or private suppliers of services; (5) restrictive covenants, private deed restrictions, and other similar land use control agreements; in each of (1), (2), (3), (4) and (5), which (I) do not individually or in the aggregate materially detract from the value or materially interfere with the use of the real or immovable property subject thereto and (II) have been complied with to date in all material respects; (6) purchase money security interests granted by the Purchaser, in its capacity as manager of the Diavik Joint Venture, in respect of equipment leased or purchased in the ordinary course of business of the Diavik Joint Venture (f) Encumbrances to which the Purchaser consents in writing; and (g) other than any Claims on the Royalty Agreements arising prior to the Filing Date, which shall not constitute Permitted Encumbrances, the Royalty Rights.

"Person" means any corporation, partnership, joint venture, limited liability company, unlimited liability company, organization, entity, authority or natural person.

"Pre-Closing Tax Period" means any taxable period (or portion thereof) ending on or before the Closing Date and any portion of any Straddle Period ending on the Closing Date.

"Pre-Filing Royalty Indebtedness" means all the indebtedness in the amount of: (a) USD\$391,665.09 to Sandstorm Gold Ltd.; and (b) USD\$399,911.00 to Christopher Jennings, which was incurred prior to April 22, 2020 and was paid by the Seller on September [27], 2021 pursuant to the Royalty Agreements.

"Purchase Price" shall have the meaning ascribed thereto in Section 3.1.

"Purchaser" shall have the meaning ascribed thereto in the Preamble to this Agreement.

"Regulation" means any Law, statute, regulation, code, guideline, protocol, policy, ruling, rule or Order of, administered or enforced by or on behalf of any Governmental Body and all judgments, orders, writs, injunctions, decisions and mandate of any Governmental Body.

"Repadre Royalty Agreement" means the royalty agreement made among the Seller, the Purchaser and Sandstorm Gold Ltd. (each as successors in interest) dated as of September 30, 2003, as may have been amended, modified or supplemented prior to the Effective Date.

"Representatives" means, in respect of any Person the officers, employees, legal counsel, accountants and other authorized representatives, agents and contractors of such Person.

"Residual Dominion Production" means any Dominion Production that remains at Closing (i.e. Dominion Production has not been sold or disposed of in connection with Interim Period Sales).

"Residual Dominion Production Procedures" shall have the meaning ascribed thereto in Section 6.3(a).

"Royalty Agreements" means, collectively, the Jennings Royalty Agreement and the Repadre Royalty Agreement.

"Royalty Filings" means any report, return, information return, election, agreement, declaration, designation, filing or other document of any nature or kind required to be filed with any applicable Person in respect of the Royalty Rights, including any amendment, schedule, attachment or supplement thereto and whether in tangible or electronic form.

"Royalty Rights" means (a) any royalty rights provided to the royalty holder under the Repadre Royalty Agreement; (b) any royalty rights provided to the royalty holder under the Jennings Royalty Agreement; and (c) any royalty rights of the GNWT that relate to the Diavik Joint Venture Interest.

"Sale Order" means an Order of the CCAA Court, in substantially the form attached as Schedule A hereto, approving the transactions contemplated by this Agreement, vesting the Acquired Assets in the Purchaser, free and clear of all Encumbrances, subject only to Permitted Encumbrances and including the vesting of any Claim or Encumbrance of Arctic Canadian Diamond Company Ltd. relating to the Diavik Realization Assets, and containing such other provisions as the Seller or the Purchaser may reasonably require.

"Straddle Period" shall have the meaning ascribed thereto in Section 11.6(b).

"Subject Period" means the period between September 1, 2021 and Closing.

"Support Agreement" means the support agreement between the Purchaser and the First Lien Agent dated as of September 16, 2021.

"Tax Act" means the Income Tax Act (Canada) and the regulations promulgated thereunder, as amended from time to time.

"Tax Return" means any report, return, information return, election, agreement, declaration, designation, filing or other document of any nature or kind required to be filed with any applicable Governmental Body in respect of Taxes, including any amendment, schedule, attachment or supplement thereto and whether in tangible or electronic form.

"Taxes" means all taxes, charges, fees, duties, levies or other assessments, including, without limitation, income, gross receipts, net proceeds, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added (including GST), capital, license, payroll, employment, employer health, unemployment, pension, environmental, customs duties, capital stock, disability, stamp, leasing, lease, user, transfer (including land registration or transfer), fuel, excess profits, occupational and interest equalization, windfall profits, severance and withholding and social security taxes imposed by Canada, the United States or any other country or by any state, province, territory, municipality, subdivision or instrumentality of Canada or the United States or of any other country or by any other Governmental Body, and employment or unemployment insurance premiums, Canada Pension Plan or Quebec Pension Plan contributions, together with all applicable penalties and interest, and such term shall include any interest, penalties or additions to tax attributable to such Taxes. For the avoidance of doubt, the GNWT Royalty Rights are not Taxes.

"Tenby Option Agreement" means the Tenby Option Agreement among Tenby Resources Incorporated, Kennecott Canada Inc., Aber Resources Limited and Commonwealth Gold Corporation dated September 30, 1992.

"Transfer Taxes" shall have the meaning ascribed thereto in Section 11.6(a).

"Wind-Down Account" means the bank account that was funded to cover the costs to facilitate the wind-down of the Seller's estate and its applicable affiliates pursuant to the December APA.

ARTICLE II **PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES**

2.1 Acquired Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, the Seller shall sell, assign, transfer and deliver to the Purchaser, and the Purchaser shall purchase, acquire and take assignment and delivery of, all of the Seller's right, title and interest in the assets and properties of the Seller identified in this Section 2.1 (the "Acquired Assets"), free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances):

- (a) the Diavik Joint Venture Interest;
- (b) the Diavik Joint Venture;
- (c) the Diavik Diamond Mine
- (d) the Dominion Production;

- (e) the Royalty Agreements;
- (f) the Assigned Contracts;
- (g) the Cash Collateral (including, for the avoidance of doubt, any Interim Period Proceeds) and for the avoidance of doubt, subject to any Permitted Deductions made pursuant to the provisions of this Agreement;
- (h) all rights under non-disclosure, confidentiality and similar arrangements with (or for the benefit of) third parties related to any of the Acquired Assets (including any non-disclosure, confidentiality agreements or similar arrangements entered into in connection with or in contemplation of the filing of the CCAA Proceedings); and
- (i) all other rights and benefits pursuant to or arising from the foregoing.

2.2 Assumed Liabilities. At the Closing, except as provided in Section 2.3 hereof, the Purchaser shall assume, and agree to pay, perform, fulfill and discharge only the following Liabilities of Seller (collectively, the “Assumed Liabilities”):

- (a) all Liabilities and obligations pursuant to or arising from the Diavik Joint Venture Interest, the Diavik Joint Venture and the Diavik Diamond Mine (which includes for, the avoidance of doubt, the Diavik JVA Cover Payment Liabilities and the LC Obligations);
- (b) all Liabilities and obligations of the Seller under the Royalty Agreements arising on or after the Filing Date;
- (c) all Liabilities and obligations of the Seller under the Assigned Contracts; and
- (d) all Liabilities and obligations of the Seller to the GNWT for any royalty payments owing to the GNWT that relate to or arise from the Acquired Assets.

2.3 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, the Purchaser is not assuming, and shall not be obligated to pay, perform or otherwise discharge any Liability that is not an Assumed Liability (collectively, the “Excluded Liabilities”), which, for the avoidance of doubt, includes:

- (a) except as set forth in Section 11.6(a), any and all
 - (i) Liabilities of the Seller for any Taxes (including, without limitation, Taxes payable by reason of contract, assumption, transferee or successor Liability, operation of Law, pursuant to section 160 of the Tax Act (or any similar provision of any other Law) or otherwise and any Taxes owed by the Seller and arising in connection with the consummation of the transactions contemplated by this Agreement) arising or related to any period(s) on or prior to the Closing Date, and
 - (ii) Taxes arising from or in connection with an asset that is not an Acquired Asset;

- (b) any and all Liabilities for any Tax or Taxes arising out of or relating to the operation of the Seller's business (as currently or formerly conducted) or the ownership of the Acquired Assets for any Pre-Closing Tax Period, including any and all property Taxes with respect to any Pre-Closing Tax Period;
- (c) any Liability for any Tax or Taxes of the Seller or their affiliates for any taxable period; and
- (d) any Liability for any withholding Tax or Taxes imposed as a result of the transactions contemplated by this Agreement.

2.4 Conveyance and Consideration. Further to Section 2.1 and Section 2.2, above, the Acquired Assets shall be conveyed to the Purchaser from the Seller in consideration of the Purchase Price.

2.5 Cash Collateral Acknowledgments. With respect to the Cash Collateral, the Parties acknowledge that:

- (a) the quantum of the Cash Collateral referred to in Section 2.1(g) shall be no greater than the quantum of Cash Collateral held by the First Lien Agent as security for the LCs immediately prior to Closing, less the Permitted Deductions made in accordance with the provisions of this Agreement on Closing; and
- (b) with respect to the advisor fees described in part (b) in the definition of Permitted Deductions, to the extent any amounts are deducted for anticipated advisor fees and not so used as of the conclusion of the administration of the estate of the Seller and the discharge of the Monitor, such amounts shall constitute Cash Collateral, shall vest in the Purchaser free and clear of all Claims and Encumbrances of whatever kind or nature (other than Permitted Encumbrances) and shall be paid by the Monitor to the Purchaser.

2.6 "As Is, Where Is" Sale. The Purchaser acknowledges to and in favour of the Seller that, except as expressly set out herein:

- (a) the Purchaser has conducted its own investigations and inspections of the Acquired Assets and that the Purchaser is responsible for conducting its own inspections and investigations of all matters and things connected with or in any way related to the Acquired Assets, that the Purchaser has satisfied itself with respect to the Acquired Assets, and all matters and things connected with or in any way related to the Acquired Assets, that the Purchaser has relied upon its own investigations and inspections in entering into this Agreement;
- (b) the Purchaser is purchasing the Acquired Assets on an "as is, where is" basis, that the Purchaser will accept the Acquired Assets in their present state, condition and location and that the Purchaser hereby acknowledges that neither the Seller, the Monitor, or their Representatives have made any representations, warranties, statements or promises with respect to the Acquired Assets, save and except as are contained herein, including as to title, description, merchantability, quantity, condition or quality, fitness for a particular purpose, suitability for development, title, description, use or zoning, environmental

condition, existence of any parts/and/or components, latent defects, or any other thing affected the Acquired Assets and that any and all conditions and warranties expressed or implied by any statute do not apply to the sale of the Acquired Assets and Assumed Liabilities and are hereby unconditionally and irrevocably waived entirely by the Purchaser;

- (c) the Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights or Claims the Purchaser might have against the Seller, the Monitor, and their Representatives pursuant to any warranty, express or implied, legal or conventional, of any kind or type, other than those representations and warranties of the Seller expressly set forth in Article IV. Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and Claims of every kind and type, including Claims regarding defects, whether or not discoverable or latent, product liability Claims, or similar Claims, and all other Claims that may be later created or conceived in strict liability or as strict liability type Claims and rights;
- (d) none of the representations and warranties of the Seller contained in Article IV of this Agreement shall survive Closing and, subject to Section 10.1, the Purchaser's sole recourse for any breach of representation or warranty of the Seller in Article IV shall be for the Purchaser not to complete the transactions as contemplated by this Agreement pursuant to the rights set forth in Article X and for greater certainty the Purchaser shall have no recourse or claim of any kind against the Seller or the proceeds of the transactions contemplated by this Agreement following Closing; and
- (e) this Section 2.6 shall not merge on Closing and is deemed incorporated by reference in all Closing documents and deliveries.

ARTICLE III **PURCHASE PRICE AND PAYMENT**

- 3.1 Purchase Price. The amount of the purchase price for the Acquired Assets shall be the aggregate of the amount of the Assumed Liabilities, which includes for, the avoidance of doubt, the Diavik JVA Cover Payment Liabilities and the LC Obligations (the aggregate of the foregoing being collectively referred to herein as the "Purchase Price").
- 3.2 Satisfaction of Purchase Price. The Purchase Price shall be paid and satisfied by the Purchaser assuming the Assumed Liabilities and in furtherance of this assumption, the Purchaser shall release the Seller from the Diavik JVA Cover Payment Liabilities and the LC Obligations.
- 3.3 Further Assurances. From time to time after the Closing and without further consideration:
 - (a) the Seller, upon the request of the Purchaser, shall use commercially reasonable efforts to execute and deliver such documents and instruments of conveyance and transfer as the Purchaser may reasonably request in order to consummate more effectively the purchase and sale of the Acquired Assets as contemplated

hereby and to vest in the Purchaser title to the Acquired Assets transferred hereunder; and

- (b) the Purchaser, upon the request of the Seller, shall use commercially reasonable efforts to execute and deliver such documents and instruments of assumption as the Seller may reasonably request in order to confirm the obligations under the Assumed Liabilities or otherwise more fully consummate the transactions contemplated by this Agreement.

ARTICLE IV **REPRESENTATIONS AND WARRANTIES OF SELLER**

The Seller represents and warrants to the Purchaser as of the Effective Date and the Closing Date, as follows:

- 4.1 Authority; No Violation. Subject to the issuance of the Sale Order, the Seller has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby, and the execution, delivery and performance of this Agreement by the Seller shall be duly and validly authorized and approved by all necessary company action. Subject to the issuance of the Sale Order (and assuming the due authorization, execution and delivery by the other Parties hereto), this Agreement shall constitute the legal and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except that equitable remedies and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.
- 4.2 Contracts.
 - (a) The Royalty Agreement and all Assigned Contracts that will be assumed by the Purchaser pursuant to Section 2.1 will remain in effect, unamended and unchanged as of the date of Closing.
 - (b) True, correct and complete copies of the Credit Agreement and the December APA have been provided to the Purchaser prior to the Effective Date and subject to the deemed termination of the Credit Agreement in accordance with the Sale Order, such agreements will remain in effect, unamended and unchanged as of the date of Closing.
- 4.3 Taxes.
 - (a) The Seller is not a non-resident of Canada for purposes of section 116 of the Tax Act;
 - (b) The Seller is not disposing of Acquired Assets which are considered to be "taxable Canadian property" of the Seller for purposes of section 116 of the Tax Act;
 - (c) The Acquired Assets include all or substantially all of the Seller's "Canadian resource property" for the purposes of sections 66 and 66.7 of the Tax Act; and
 - (d) The Seller declares that, under this Agreement, the Acquired Assets constitute the Seller's entire interest in the Diavik diamond business with all or substantially

all of the property necessary for the Purchaser to carry on that business. The Seller agrees to make the election set out in Section 11.6(h).

- 4.4 No Other Representations or Warranties. Except for the representations, warranties and covenants of Seller expressly contained herein or in any certificate delivered hereunder, neither Seller, nor any of its Representatives, make any other express or implied warranty to the Purchaser or any other Person (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) on behalf of Sellers, including, without limitation, as to (a) the probable success or profitability of ownership, use or operation of the Acquired Assets by Purchaser after the Closing, (b) the probable success or results in connection with the CCAA Court and the Sale Order, or (c) the value, use or condition of the Acquired Assets, which are being conveyed hereby on an "As-Is", "Where-Is" condition at the Closing Date, without any warranty whatsoever (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) to the Purchaser or any other Person.

ARTICLE V **REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser hereby represents and warrants to Seller as of the Effective Date as follows:

- 5.1 Organization and Power. The Purchaser is duly formed and validly existing under its jurisdiction of formation and is validly existing in good standing thereunder.
- 5.2 Purchaser's Authority; No Violation. The Purchaser has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby, and the execution, delivery and performance of this Agreement by the Purchaser has been duly and validly authorized and approved by all necessary company action. Assuming the due authorization, execution and delivery by the Seller, this Agreement shall constitute the legal and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except that equitable remedies and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.
- 5.3 Financial Capability. The Purchaser has and will have on the Closing Date access to the requisite financial resources to purchase the Acquired Assets, satisfy the Purchase Price, and otherwise consummate the transactions contemplated hereby, subject to the terms and conditions set out herein. The performance of any obligation by the Purchaser under this Agreement is not conditioned on any third party financing commitments or arrangements.

ARTICLE VI **COVENANTS OF SELLER AND/OR PURCHASER**

- 6.1 Diamond Sales and Delivery of Unsold Diamonds. The Seller shall:
- (a) apply any Interim Period Proceeds towards the cash collateralization of the LCs or the Permitted Deductions;

- (b) keep the Purchaser apprised (in a timely manner) of all material developments with respect to any Interim Period Sales (including the Seller's expectations with respect to the amount of Residual Dominion Production, if any); and
- (c) promptly provide or furnish any information concerning any Interim Period Sales as may be reasonably requested by the Purchaser.

And for the avoidance of doubt:

- (d) if any Dominion Production has been sold or disposed of and proceeds from such sale or disposition have not yet been delivered to the Seller as of Closing, the Seller shall forthwith deliver such proceeds to the Purchaser upon receipt; and
- (e) if there is any Residual Dominion Production, such Residual Dominion Production shall be delivered to the Purchaser (or such other Person(s) as identified by the Purchaser) following Closing under Residual Dominion Production Procedures.

6.2 Cancellation of LCs. On Closing, the Purchaser shall cancel and ~~return~~destroy all LCs issued by any of the First Lien Lenders ~~to the applicable First Lien Lender~~ without any further obligation.

6.3 Preparation of Additional Items. The Purchaser and the Seller agree to:

- (a) as promptly as practicable after the Effective Date, but in any event prior to the Closing, negotiate and prepare in good faith if requested by the Purchaser, acting reasonably, procedures (the "Residual Dominion Production Procedures") regarding the delivery of the Residual Dominion Production (if any) to the Purchaser or a Person designated by the Purchaser, which, for the avoidance of doubt, shall only be put into place in the event that there is Residual Dominion Production;
- (b) at Closing, execute and enter into, or cause to be executed and entered into, if applicable, the Residual Dominion Production Procedures.

6.4 Sale Free and Clear. On the Closing Date, the Acquired Assets shall be transferred to the Purchaser free and clear of all obligations, Liabilities and Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) to the fullest extent permitted by the CCAA.

6.5 Retained Assets. If it is determined at any time before or after the Closing that the Seller holds any right, title or interest in or to any assets or properties that would otherwise constitute Acquired Assets, then the Seller shall transfer and assign such assets to the Purchaser or to one or more designated Persons, as directed by the Purchaser, subject to the terms of this Agreement. Without limiting the foregoing, the Seller shall transfer and assign to the Purchaser or to one or more designated Persons, as directed by the Purchaser, all rights, options, Claims or causes of action of the Seller against any party arising out of events occurring prior to the Closing, to the extent permitted under applicable Law. All assets, properties, rights, options, Claims or causes of action

transferred to the Purchaser or to such other Person designated by the Purchaser pursuant to this Section 6.5 shall constitute Acquired Assets for the purposes of this Agreement.

6.6 Access to the Seller's Records. From time to time, including after the Closing, the Seller shall provide the Purchaser (or its designated Representatives) access, upon advance notice to the Seller, to the Seller's employees, books and records, Tax Returns, Royalty Filings, computer servers (including all database and mail servers), corporate offices and other facilities for the purpose of taking such steps in connection with the Royalty Filings and other related matters as the Purchaser deems appropriate (in its sole discretion) or necessary in order to facilitate the Purchaser's efforts to consummate the transaction provided for herein and in relation to matters related to post-Closing Tax Filings and Royalty Filings, acting reasonably. The Seller hereby covenants and agrees to cooperate with the Purchaser in this regard.

6.7 Notification of Certain Matters.

- (a) As promptly as reasonably practicable, the Seller shall give notice to the Purchaser of:
 - (i) any notice or other communication from any Person alleging that any consent of such Person, which is or may be required in connection with the transactions contemplated by this Agreement is not likely to be obtained prior to Closing;
 - (ii) any written objection or proceeding that challenges the transactions contemplated hereby or to the issuance of the Sale Order; and
 - (iii) the status of matters relating to the completion of the transactions contemplated by this Agreement, including promptly furnishing the Purchaser with copies of notices or other communications received by the Seller or by any of its respective affiliates (as the case may be), from any third party and/or any Governmental Body with respect to the transactions contemplated by this Agreement other than communications which are confidential, without prejudice or privileged by their nature.
- (b) Each Party hereto shall promptly notify the other Party in writing of any fact, change, condition, circumstance or occurrence or non-occurrence of any event that would or would reasonably be expected to:
 - (i) constitute a breach or inaccuracy of any of the representations and warranties of such Party had such representation or warranty been made at the time of the occurrence or non-occurrence of such event;
 - (ii) constitute a breach of any covenant of such Party; or
 - (iii) make the satisfaction of any condition to Closing impossible or unlikely to be satisfied;

provided that no such notice shall be deemed to amend or modify the representations and warranties made hereunder, or limit the remedies available to any Party hereunder.

6.8 Preservation of Books and Records.

- (a) The Seller agrees to preserve and keep all books and records held by it relating to the Acquired Assets for a period commencing on the Effective Date and ending (subject to Section 6.8(b)) at such date on which an orderly wind-down of the Seller's operations has occurred in the reasonable judgment of the Seller, the Seller shall make such books and records available to the Purchaser (and permit the Purchaser to make extracts and copies of such books and records at its own expense) as may be reasonably required by the Purchaser in connection with, among other things, facilitating the continuing administration of the CCAA Proceedings, any insurance Claims by, legal proceedings, Royalty Filings or Tax audits against or governmental investigations of the Seller or the Purchaser or in order to enable the Seller or the Purchaser to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby.
- (b) (x) In the event that the Seller, on the one hand, or the Purchaser, on the other hand, wish to destroy such records during the period contemplated by Section 6.8(a); or (y) the Seller has determined to effect a wind-down of its operations as contemplated by Section 6.8(a), such Party shall first give 20 days' prior written notice to the other and such other Party shall have the right at its option and expense, upon prior written notice given to such Party within that 20 day period, to take possession of the records within 30 days after the date of such notice.

6.9 Publicity. Neither the Seller nor the Purchaser shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without (a) giving the other Party a reasonable opportunity to review and comment on such public announcements and (b) giving reasonable consideration to any comments made by the other Party, provided, however, that nothing herein shall require a Party to accept any comment made by the other Party or prohibit disclosure that is required by such Party by applicable Law or by the CCAA Court with respect to filings to be made with the CCAA Court in connection with this Agreement.

6.10 CCAA Court Filings.

- (a) The Purchaser and the Seller shall use their best efforts to cause the CCAA Court to issue the Sale Order as soon as reasonably practicable, and in any event on or before the date that is 10 days from the Effective Date, or such other date as may be agreed to by the Parties, acting reasonably.
- (b) The Seller shall use its commercially reasonable efforts to provide the Purchaser for review reasonably in advance of filing drafts of such material motions, pleadings or other filings relating to the process of consummating the transactions contemplated by this Agreement to be filed with the CCAA Court, including the motions for issuance of the Sale Order.

- (a) In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, the Seller shall promptly notify the Purchaser of such appeal or stay request and shall provide the Purchaser promptly a copy of the related notice of appeal or order of stay. The Seller shall also provide the Purchaser with written notice of any motion or application filed in connection with any appeal from such orders. The Seller agrees to take all action as may be reasonable and appropriate to defend against such appeal or stay request and the Seller and the Purchaser agree to use their best efforts to obtain an expedited resolution of such appeal or stay request, provided that nothing herein shall preclude the Parties hereto from consummating the transactions contemplated hereby, if the Sale Order shall have been issued and has not been stayed and each of the Parties, in their sole discretion, waive in writing the condition that the Sale Order be a Final Order.
 - (b) The Seller and the Purchaser acknowledge that this Agreement and the sale of the Acquired Assets and the assumption of the Assumed Liabilities are subject to approval by the CCAA Court.
 - (c) After issuance of the Sale Order, neither the Purchaser nor the Seller shall take any action which is intended to, or fail to take any action the intent of which failure to act is to, result in the reversal, voiding, modification or staying of the Sale Order.
- 6.11 Closing Covenant. Subject to the provisions of this Agreement, the Purchaser and the Seller shall use their best efforts to achieve Closing as soon as reasonably practicable after the Sale Order has been issued.
- 6.12 Royalty Payments. The Purchaser shall no later than 30 days following the Closing Date, make payment to each of the respective royalty holders under the Royalty Agreements of all royalty amounts due and owing under the Royalty Agreements for the period commencing on the Filing Date and ending on August 31, 2021. The Purchaser shall provide the Seller with evidence that such payments have been made no later than 10 days following payment to the respective royalty holders.

ARTICLE VII **CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER**

The obligations of the Purchaser to consummate the Closing are subject to satisfaction (or, to the extent permitted by applicable Law, waiver by the Purchaser) of the following conditions precedent on or before the Closing Date.

- 7.1 CCAA Court Approvals. The Sale Order shall have been issued by the CCAA Court and shall have become a Final Order.
- 7.2 No Court Orders. No court or other Governmental Body shall have issued, enacted, entered, promulgated or enforced any Law or Order that has not been vacated,

withdrawn or overturned restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement.

- 7.3 Representations and Warranties True. Each of the representations and warranties of the Seller made on and as of the date of this Agreement shall be true and correct in all material respects as if made on and as of the Closing Date.
- 7.4 Compliance with Covenants. The Seller shall have performed or complied in all material respects with all of its covenants and obligations hereunder which are required to be performed or complied with at or prior to Closing.
- 7.5 Closing Deliveries. Each of the deliveries required to be made to the Purchaser pursuant to Section 9.2 shall have been so delivered.
- 7.6 Cash Collateral Arrangements. Arrangements shall have been put in place to transfer all Cash Collateral (including, for the avoidance of doubt, all Interim Period Proceeds), excluding Permitted Deductions, to the Purchaser concurrently with Closing.
- 7.7 Interim Period Proceeds. All Interim Period Proceeds shall have been applied towards the cash collateralization of the LCs or Permitted Deductions.

ARTICLE VIII **CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER**

The obligations of the Seller to consummate the Closing are subject to satisfaction (or, to the extent permitted by applicable Law, waiver by the Seller) of the following conditions precedent on or before the Closing Date:

- 8.1 CCAA Court Approvals. The Sale Order shall have been issued by the CCAA Court and shall have become a Final Order.
- 8.2 No Court Orders. No court or other Governmental Body shall have issued, enacted, entered, promulgated or enforced any Law or Order that has not been vacated, withdrawn or overturned restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement.
- 8.3 Representations and Warranties True. The representations and warranties of the Purchaser made on and as of the date of this Agreement shall be true and correct in all material respects as if made on and as of the Closing Date.
- 8.4 LC Cancellation. Arrangement shall have been put in place to cancel all LCs by the beneficiary and effect the return to the issuers thereof concurrent with Closing, without any further obligations.
- 8.5 Closing Deliveries. Each of the deliveries required to be made to the Seller pursuant to Section 9.3 shall have been so delivered.
- 8.6 Compliance with Covenants. The Purchaser shall have performed or complied in all material respects with all of its covenants and obligations hereunder which are required to be performed or complied with at or prior to Closing.

ARTICLE IX
CLOSING

- 9.1 Closing. Unless otherwise mutually agreed by the Parties, the closing of the purchase and sale of the Acquired Assets, the satisfaction of the Purchase Price, the assumption of the Assumed Liabilities and the consummation of the other transactions contemplated by this Agreement (the "Closing") shall take place on the first Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of the applicable condition) of the closing conditions set forth in Article VII and Article VIII (other than conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at the Closing), or at such other place and time as the Parties may agree.
- 9.2 Deliveries by the Seller. At or prior to the Closing, the Seller shall deliver the following to the Purchaser:
- (a) a certificate of an officer of the Seller, dated the Closing Date, representing and certifying that the conditions set forth in Sections 7.3 and 7.4 have been fulfilled;
 - (b) a bill of sale in form and content satisfactory to the Seller and the Purchaser, acting reasonably, duly executed by the Seller;
 - (c) a true, correct and complete copy of the Sale Order;
 - (d) a summary of (i) all incurred Permitted Deductions which will be paid on Closing and (ii) all items constituting Permitted Deductions paid during the Subject Period;
 - (e) an executed and fileable discontinuance of the Civil Claim the Seller filed against the Purchaser in the Supreme Court of British Columbia, Vancouver Registry, No. S206419, which shall be releasable on Closing;
 - (f) the Cash Collateral (including, for the avoidance of doubt, any Interim Period Proceeds), excluding Permitted Deductions;
 - (g) reasonable evidence that all Interim Period Proceeds have been applied towards the cash collateralization of the LCs or Permitted Deductions;
 - (h) if applicable, evidence satisfactory to the Purchaser, acting reasonably, that the Residual Dominion Production Procedures have been put in place;
 - (i) formal releases, in form and substance satisfactory to the Purchaser, acting reasonably, which will provide for the full and final settlement of all outstanding claims among the Seller, the Monitor, the Purchaser, the First Lien Agent and the First Lien Lenders, including releases of all claims the Seller may have to royalties under the Diavik Joint Venture Agreement;
 - (j) an assignment and assumption agreement duly executed by the Seller and the Purchaser, pursuant to which the Purchaser agrees to be bound by, and assume all of the Seller's Liabilities and obligations under the Royalty Agreements (arising on or after the Filing Date) and the Assigned Contracts; and

- (k) such other documents as the Purchaser may reasonably request that are not inconsistent with the terms of this Agreement and customary for a transaction of this nature and necessary to evidence or consummate the transactions contemplated by this Agreement.

IX.3 Deliveries by the Purchaser. At the Closing, the Purchaser will deliver the following to the Seller:

- (a) a certificate of an officer of the Purchaser, dated the Closing Date, representing and certifying that the conditions set forth in Sections 8.3 and 8.6 have been fulfilled;
- (b) evidence of the cancellation of all LCs and being returned to the issuers thereof;
- (c) formal releases, in form and substance satisfactory to the Seller, acting reasonably, which will provide for the full and final settlement of all outstanding claims among the Seller, the Monitor, the Purchaser, the First Lien Agent and the First Lien Lenders, including releases from all claims the Purchaser may have with respect to the Diavik JVA Cover Payment Liabilities and the LC Obligations;
- (d) formal releases, in form and substance satisfactory to the Seller, acting reasonably, which will provide for the full and final release of all claims the Purchaser may have in relation to any actions taken by any representative of the Seller or the Monitor in relation to participation in the Management Committee of Diavik Joint Venture;
- (e) an assignment and assumption agreement duly executed by the Seller and the Purchaser, pursuant to which the Purchaser agrees to be bound by, and assume all of the Seller's Liabilities and obligations under the Royalty Agreements (arising on or after the Filing Date) and the Assigned Contracts; and
- (f) such other documents as the Seller may reasonably request that are not inconsistent with the terms of this Agreement and customary for a transaction of this nature and necessary to evidence or consummate the transactions contemplated by this Agreement.

9.4 Monitor's Certificate. Upon the completion of the transactions contemplated by this Agreement to the satisfaction of the Monitor, the Monitor shall (i) forthwith issue its Monitor's Certificate concurrently to the Seller and the Purchaser, at which time the Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the CCAA Court (and shall provide a true copy of such filed certificate to the Seller and the Purchaser).

9.5 Termination of Diavik Joint Venture Agreement. Each of the Purchaser and the Seller acknowledge and agree that, effective as of the Closing, the Diavik Joint Venture Agreement will be automatically terminated and of no further force and effect.

ARTICLE X
TERMINATION

- 10.1 Termination of Agreement. This Agreement and the transactions contemplated hereby may be terminated at any time on or prior to the Closing Date:
- (a) Termination by the Purchaser or the Seller.
- (i) by the Purchaser or the Seller, if the Sale Order is not approved by the CCAA Court on or prior to November 15, 2021 or such later date as may be designated by the Purchaser; provided that neither the Purchaser nor the Seller shall be entitled to terminate this Agreement pursuant to this Section 10.1(a)(i) if the failure of the Closing to have occurred by the date specified above is caused by such Party's breach of any of its obligations under this Agreement;
- (ii) by the Purchaser or the Seller, if the CCAA Court or other court of competent jurisdiction or Governmental Body shall have issued or enacted an Order or Law restraining, enjoining or otherwise prohibiting the Closing, which is not capable of appeal, or if the CCAA Court dismisses the Sale Order; provided, however, that the Seller and the Purchaser shall not be entitled to terminate this Agreement pursuant to this Section 10.1(a)(ii) if such Order is caused by such Party's breach of any of its obligations under this Agreement; or
- (iii) by the Purchaser or the Seller, if the Support Agreement is terminated for any reason, whether by the First Lien Agent, by the Purchaser, or mutually;.
- 10.2 Procedure and Effect of Termination. If this Agreement is terminated pursuant to Section 10.1, written notice thereof shall forthwith be given to the other Parties to this Agreement and the Monitor and all further obligations of the Parties under this Agreement shall terminate; provided, however, that the Parties shall, in all events, remain bound by and continue to be subject to the provisions set forth in this Article X, provided further that all Parties remain liable for any default or breaches that have occurred prior to the termination of this Agreement.

ARTICLE XI
MISCELLANEOUS

- 11.1 Survival of Representations and Warranties. The Parties agree that the representations and warranties contained in this Agreement shall expire upon the Closing Date. Except as otherwise provided herein, the Parties agree that the covenants contained in this Agreement to be performed at or after the Closing shall survive in accordance with the terms of the particular covenant or until fully performed.
- 11.2 Amendment; Waiver. This Agreement may be amended, supplemented or changed, and any provision hereof may be waived, only by written instrument making specific

reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

- 11.3 Applicable Law and Jurisdiction. This Agreement (and all documents, instruments, and agreements executed and delivered pursuant to the terms and provisions hereof) shall be governed by and construed and enforced in accordance with the laws of Alberta and the laws of Canada applicable therein.
- 11.4 Binding Nature; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the Parties hereto without prior written consent of the other Parties, provided that, the Purchaser may grant a security interest in their rights and interests hereunder to their third party lender(s). Nothing contained herein, express or implied, is intended to confer on any Person other than the Parties hereto or their successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- 11.5 No Recourse. This Agreement may only be enforced against, and any Claims or causes of Action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as Parties hereto and neither the Purchaser nor Seller shall have any Liability to a non-Party for any obligations or liabilities for any Claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Purchaser acknowledges that nothing in this Agreement supersedes its obligations under the Support Agreement.
- 11.6 Tax Matters.
- (a) Any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or similar fees or Taxes (other than any Taxes based on income, receipts, profits, or capital), governmental charges and recording charges (including any interest and penalty thereon) which may be applicable to, or resulting from, or payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the transactions contemplated hereby ("Transfer Taxes") shall be borne by the Purchaser as applicable to the transfer of the Acquired Assets pursuant to this Agreement. The Purchaser shall properly file on a timely basis all necessary Tax Returns and other documentation with respect to any Transfer Tax and provide to the Seller evidence of payment of applicable Transfer Taxes.
 - (b) In the case of any taxable period that begins before, and ends after, the Closing Date (a "Straddle Period"),
 - (i) Taxes imposed on the Acquired Assets that are based upon or related to income or receipts or imposed on a transaction basis (including all related items of income, gain, deduction or credit) will be deemed equal to the amount that would be payable if the Tax year or period ended on the Closing Date, and

- (ii) any real property, personal property, ad valorem and similar Taxes allocable to the portion of such Straddle Period ending with the end of the day on the Closing Date shall be equal to the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days during the Straddle Period that is in the Pre-Closing Tax Period and the denominator of which is the number of days in the entire Straddle Period

and in each of (i) and (ii), such amounts shall be the responsibility of the Seller (and, for the avoidance of doubt, such amounts shall be an Excluded Liability).

- (c) The Purchaser shall prepare and file (or cause to be prepared and filed) all Tax Returns and Royalty Filings for any Pre-Closing Tax Period or Straddle Period in respect of the Acquired Assets that is required to be filed after the Closing Date. To the extent any Taxes reflected on any such Tax Return or Royalty Filing are an Excluded Liability, the Seller shall pay to the Purchaser the amount of such liability within 10 days of receiving notice from the Purchaser that such Tax Return or Royalty Filing has been filed or that the Purchaser has paid such Liability, except to the extent such Taxes were paid by the Seller to the applicable Governmental Body prior to the filing of such Tax Return or Royalty Filing.
- (d) Cooperation on Tax Matters. The Seller shall make available to the Purchaser such records, personnel and advisors
 - (i) as the Purchaser may require for the preparation of any Tax Returns and Royalty Filings required to be filed by the Purchaser, as the case may be, and
 - (ii) as the Purchaser may require for the defense of any audit, examination, administrative appeal, or litigation of any Tax Return or Royalty Filing in which the Purchaser was included.

The Seller agrees to provide all reasonable cooperation to the Purchaser, and shall make available to the Purchaser such records, personnel and advisors as is reasonably necessary for the Purchaser, in determining the Tax attributes of the Seller.

- (e) Section 22 Election. To the extent applicable and if requested by the Purchaser, in the Purchaser's sole discretion, the Seller and the Purchaser shall jointly execute and file an election pursuant to section 22 of the Tax Act and the corresponding provisions of any applicable provincial/territorial legislation, in the prescribed manner and within the prescribed time limits, with respect to the sale of accounts receivable.
- (f) Subsection 20(24) Election. The Seller and the Purchaser shall, if applicable, jointly execute and file an election pursuant to subsection 20(24) of the Tax Act and the corresponding provisions of any applicable provincial/territorial legislation, in the prescribed manner and within the prescribed time limits, as to such amount paid by the Seller to the Purchaser for assuming future obligations

of the Acquired Assets. In this regard, the Seller and the Purchaser acknowledge that if such election is made, a portion of the Acquired Assets having a value equal to the elected amount under subsection 20(24) of the Tax Act is being transferred by the Seller to the Purchaser as a payment for the assumption of such future obligations by the Purchaser.

- (g) Successor Election and Designation. If requested by the Purchaser, in the Purchaser's sole discretion,
- (i) the Seller and the Purchaser shall jointly execute and file an election described in paragraph 66.7(7)(e) of the Tax Act and the corresponding provisions of any applicable provincial/territorial legislation, in the prescribed manner and within the time limits set out in that section, in respect of the "Canadian resource property" (as that term is defined in subsection 66(15) of the Tax Act) acquired by the Purchaser from the Seller, under this Agreement and
 - (ii) the Seller shall execute and file the designation contemplated by subsection 66.7(12.1) of the Tax Act (within the time and in the manner prescribed therefor by the Tax Act) so as to designate in favour of the Purchaser the maximum amount of successored pools reasonably available pursuant to the Tax Act, provided that any such filings would not give rise to any Tax Liability to the Seller, as applicable.
- (h) Section 167 Election. At the Closing, the Seller and the Purchaser will jointly make, execute and file an election pursuant to subsections 167(1) and (1.1) of the GST Legislation on the forms prescribed for such purpose along with any documentation necessary or desirable in order to effect the transfer of the Acquired Assets by the Seller without payment of any GST. The Purchaser shall file the election within the time prescribed by the GST Legislation.
- 11.7 No Presumption against Drafting Party. Each of the Purchaser and the Seller acknowledge that each have been represented by legal counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule or Law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.
- 11.8 No Punitive Damages. The Purchaser and the Seller each expressly acknowledge and agree that neither shall have any Liability under any provision of this Agreement for any punitive exemplary, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity, relating to the breach or alleged breach of this Agreement.
- 11.9 Time of Essence. Time is of the essence with regard to all dates and time periods set forth or referred to in this Agreement. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

- 11.10 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.
- 11.11 Counterparts; Electronic Signatures.

- (a) This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (b) The exchange of copies of this Agreement and of signature pages by electronic mail in “portable document format” form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

Remainder of page intentionally left blank. Signature page follows.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered on the date first above written

PURCHASER:

DIAVIK DIAMOND MINES (2012) INC.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

SELLER:

DOMINION DIAMOND MINES ULC, by FTI CONSULTING CANADA INC., in its capacity as court-appointed Monitor of DOMINION DIAMOND MINES ULC and not in its personal capacity

Per: _____

Name:

Title:

Per: _____

Name:

Title:

As an acknowledgment that this constitutes a definitive agreement as contemplated by Section 5 and Schedule A of the Support Agreement and not as a Party to the Agreement:

FIRST LIEN AGENT:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT

Per: _____

Name:

Title:

Per: _____
Name:
Title:

SCHEDULE A

SALE ORDER

APPENDIX “K”

Amended AVO including Release of BC Civil Claim (blackline)

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 **APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Bennett Jones LLP
4500 Bankers Hall East
855-2nd Street SW
Calgary, AB T2P 4K7
Attention: Chris Simard / Kelsey Meyer
Tel: 403.298.4485 / 403.298.3323
Fax: 403-265-7219
Email: simardc@bennettjones.com / meyerk@bennettjones.com

DATE ON WHICH ORDER WAS PRONOUNCED: ~~Friday, October 15~~ November 9,
2021

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice K.M.
Eidsvik

LOCATION OF HEARING: Calgary, Alberta

UPON the application (the "**Application**") of FTI Consulting Canada Inc. (the "**Monitor**"), in its capacity as court-appointed monitor of Dominion Diamond Mines ULC (the "**Seller**"), as seller, for an order approving the sale transaction (the "**Transaction**") contemplated by the agreement of purchase and sale (the "**Sale Agreement**") between the Seller and Diavik Diamond Mines (2012) Inc. (the "**Purchaser**"), as purchaser, ~~dated ●, 2021,~~ attached as Schedule "**A**" hereto and vesting in the Purchaser (or its nominee) the Seller's right,

title, and interest in and to the acquired assets described in the Sale Agreement (the “**Acquired Assets**”);

AND UPON HAVING READ the Order issued by the Honourable Madam Justice K.M. Eidsvik dated April 22, 2020 (as amended and restated on May 1, 2020, further amended on May 15, 2020, further amended and restated on June 19, 2020, and further amended on March 4, 2021 (collectively, the “**Initial Order**”)) and the Sixteenth Report of the Monitor, dated [October 6](#), 2021, all filed; **AND UPON** hearing counsel for the Monitor, the Seller, the Purchaser and any other counsel present; ~~[NTD: No need for Affidavit of Service due to CaseLines Order]~~

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other Person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

DEFINED TERMS

2. All capitalized terms not defined herein shall have the respective meanings ascribed to them in the Sale Agreement or the Initial Order, as applicable.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the Sale Agreement by the Monitor on behalf of the Seller is hereby authorized and approved, with such minor amendments as the Purchaser and the Monitor, on behalf of the Seller, may agree are necessary. The Monitor, on behalf of the Seller, is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Acquired Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

4. Upon delivery of a Monitor’s certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule “**B**” hereto (the “**Monitor’s Closing Certificate**”), all of the

Seller's right, title and interest in and to the Acquired Assets shall vest absolutely in the name of the Purchaser (or its nominee), 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, judgments, 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, other than the Assumed Liabilities (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Initial Order or any other Order granted in the within CCAA proceedings;
- (b) any charges, security interests or claims evidenced by registrations, filing or publication, pursuant to (i) the *Personal Property Security Act*, SNWT 1994, c 8 (NWT); (ii) the *Personal Property Security Act*, RSO 1990, c P.10 (Ontario); (iii) the *Personal Property Security Act*, RSA 2000, c P-7 (Alberta); (iv) the *Personal Property Security Act*, RSBC 1996, c 359 (British Columbia); (v) the *Uniform Commercial Code* (U.C.C.); (vi) the Land Titles Act, RSNWT 1988, c-8; (vii) the Northwest Territories Mining Regulation, SOR/2014-68; and (viii) any other personal property or real property registration system;
- (c) any liens or claims of lien under the *Miners Lien Act*, RSNWT 1988, c M-12 (NWT);
- (d) any claims of Arctic Canadian Diamond Company Ltd., as successor in interest to the purchasers under an asset purchase agreement dated as of December 6, 2020 and approved in these proceedings on December 11, 2020;
- (e) any claims of the Seller to a royalty payment under the Diavik Joint Venture Agreement;
- (f) any claims under the Royalty Agreements arising prior to the Filing Date; and
- (g) those Claims listed in Schedule "**C**" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted

encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule “D” (collectively, “**Permitted Encumbrances**”));

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Acquired Assets are hereby expunged, discharged and terminated as against the Acquired Assets upon filing of the Monitor’s Closing Certificate.

5. Upon delivery of the Monitor’s Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Monitor’s Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Acquired Assets subject only to Permitted Encumbrances.
6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Acquired Assets of any Claims including Encumbrances, but excluding Permitted Encumbrances.
7. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Acquired Assets is required for the due execution, delivery and performance by the Purchaser of the Sale Agreement.
8. Except as expressly provided for in the Sale Agreement, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Seller.
9. Upon completion of the Transaction, the Seller and all Persons who claim by, through or under the Seller in respect of the Acquired Assets, and all Persons or entities having

any Claims of any kind whatsoever in respect of the Acquired Assets, save and except for Persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Acquired Assets, and to the extent that any such Persons or entities remain in the possession or control of any of the Acquired Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Acquired Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Acquired Assets for its own use and benefit without any interference of or by the Seller, or any Person claiming by, through or against the Seller.
11. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Seller.
12. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
13. Upon the delivery of the Monitor's Closing Certificate to the Purchaser (or its nominee):
 - (a) all LCs issued by any of the First Lien Lenders to the Purchaser shall be cancelled and extinguished without any further obligation of the First Lien Lenders;
 - (b) the Purchaser shall destroy all LCs.
14. Upon payment or satisfaction in full of the Obligations (as defined in the Credit Agreement (as defined in the Sale Agreement)), which, for greater certainty, includes counsel fees of the First Lien Agent, the Credit Agreement shall be deemed terminated and the First Lien Agent and the First Lien Lenders shall be released from all of their respective obligations thereunder.

RELEASE OF BC LITIGATION CLAIM

15. Upon the filing of the Monitor's Closing Certificate:

- (a) the Purchaser shall be deemed to be forever irrevocably released and discharged from any and all present and future liability, indebtedness, damages, judgments or executions (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any allegation that was or ought to have been pleaded by the Seller against the Purchaser in the Notice of Civil Claim issued by the Seller against the Purchaser in the Supreme Court of British Columbia, Vancouver Registry, No. S206419 (the "**BC Litigation Claim**"); and;
- (b) any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively, as assignee or otherwise, against the Purchaser relating in any way to or in respect of the BC Litigation Claim.

MISCELLANEOUS MATTERS

16. ~~13.~~ Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Seller, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Seller; and
- (d) the provisions of any federal or provincial statute;

the vesting of the Acquired Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Seller and shall not be void or voidable by creditors of the Seller, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17. ~~14.~~ The Monitor on behalf of the Seller, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

18. ~~15.~~ This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Monitor, as an officer of the 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.

19. ~~16.~~ Service of this Order shall be deemed good and sufficient by service the same in accordance with the procedures in the CaseLines Service Order granted on May 29, 2020 in these proceedings.

Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "A"
SALE AGREEMENT**

SCHEDULE "B"
FORM OF MONITOR'S CLOSING CERTIFICATE

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 **MONITOR'S CLOSING CERTIFICATE**

ADDRESS FOR Bennett Jones LLP
SERVICE AND 4500 Bankers Hall East
CONTACT 855 ~~—~~ 2nd Street SW
INFORMATION OF Calgary, AB T2P 4K7
PARTY FILING THIS Attention: Chris Simard / Kelsey Meyer
DOCUMENT Tel: 403.298.4485 / 403.298.3323
 Fax: 403.265.7219
 Email: simardc@bennettjones.com / meyerk@bennettjones.com

RECITALS

- A. Pursuant to an Order of the Honourable Justice K.M. Eidsvik of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated April 22, 2020 (as amended and restated on May 1, 2020, further amended on May 15, 2020, further amended and restated on June 19, 2020, and further amended on March 4, 2021, and as may be further amended, restated or supplemented from time to time), FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of Dominion Diamond Mines ULC (the "**Seller**").

- B. Pursuant to an Order of the Court dated ~~October 15~~November 9, 2021 the Court approved the asset purchase agreement made as of ●, 2021 (the "**Sale Agreement**") between Diavik Diamond Mines (2012) Inc. (the "**Purchaser**") and the Seller, provided for the vesting in the Purchaser of the Seller's right, title and interest in and to the Acquired Assets, which vesting is to be effective with respect to the Acquired Assets

upon the delivery by the Monitor to the Purchaser of a certificate confirming that the transactions contemplated by the Sale Agreement (collectively, the “**Transactions**”) have been completed to the satisfaction of the Monitor.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

- 20. ~~17.~~ The Transactions contemplated by the Sale Agreement have been completed to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

**FTI CONSULTING CANADA INC., in its
capacity as Monitor of DOMINION
DIAMOND MINES ULC, and not in its
personal capacity**

Per: _____
Name:
Title:

**SCHEDULE "C"
ENCUMBRANCES**

[TO BE UPDATED PRIOR TO HEARING]

SCHEDULE "D"
PERMITTED ENCUMBRANCES

"Permitted Encumbrances" means, as of any particular time and in respect of any Person, each of the following Encumbrances: (a) any subsisting restrictions, exceptions, reservations, limitations, provisos and conditions (including royalties, reservation of mines, mineral rights and timber rights, access to navigable waters and similar rights) expressed in any original grant from the Crown or a Governmental Body and any statutory limitations, exceptions, reservations and qualifications to title or Encumbrances imposed by Law; (b) any claim based on treaty rights, traditional territory or land claims; (c) inchoate or statutory liens solely with respect to Assumed Liabilities not at the time overdue; (d) permits, reservations, covenants, servitudes, watercourse, rights of water, rights of access or user licenses, easements, rights-of-way and rights in the nature of easements (including, without in any way limiting the generality of the foregoing, licenses, easements, rights-of-way and rights in the nature of easements for railways, sidewalks, public ways, sewers, drains, gas and oil pipelines, steam and water mains or electric light and power, or telephone and telegraph conduits, poles, wires and cables) in favor of any Governmental Body or utility company in connection with the development, servicing, use or operation of any property which (1) do not individually or in the aggregate materially detract from the value or materially interfere with the use of the real or immovable property subject thereto and (2) have been complied with to date in all material respects; (e) each of the following Encumbrances: (1) permits, reservations, covenants, servitudes, rights of access or user licenses, easements, rights of way and rights in the nature of easements in favor of any Person (other than those in (d) above); (2) any encroachments, title defects or irregularities existing; (3) any instrument, easement, charge, caveat, lease, agreement or other document registered or recorded against title to any property so long as same have been complied with in all material respects; (4) agreements with any Governmental Body and any public utilities or private suppliers of services; (5) restrictive covenants, private deed restrictions, and other similar land use control agreements; in each of (1), (2), (3), (4) and (5), which (I) do not individually or in the aggregate materially detract from the value or materially interfere with the use of the real or immovable property subject thereto and (II) have been complied with to date in all material respects; (6) purchase money security interests granted by the Purchaser, in its capacity as manager of the Diavik Joint Venture, in respect of equipment leased or purchased in the ordinary course of business of the Diavik Joint Venture (f) Encumbrances to which the Purchaser consents in writing; and (g) other than any Claims on the Royalty Agreements arising prior to the Filing Date, which shall not constitute Permitted Encumbrances, the Royalty Rights.

Document comparison by Workshare Compare on Tuesday, October 19, 2021
9:49:34 AM

Input:	
Document 1 ID	file://C:\Users\wmacleod\Desktop\#42255810v2_mccarthy tetrault-mobility-ca.imatege.work_ - Approval and Vesting Order.docx
Description	#42255810v2_mccarhytetrault-mobility-ca.imatege.work_ - Approval and Vesting Order
Document 2 ID	iManage://mccarhytetrault-mobility-ca.imatege.work/MTD OCS/42761517/1
Description	#42761517v1<mccarhytetrault-mobility-ca.imatege.work> - Sale and Vesting Order (including release)
Rendering set	MTStandard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	33
Deletions	11
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	44
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APPENDIX “L”

Amended AVO without Release of BC Civil Claim (blackline)

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 **APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Bennett Jones LLP
4500 Bankers Hall East
855-2nd Street SW
Calgary, AB T2P 4K7
Attention: Chris Simard / Kelsey Meyer
Tel: 403.298.4485 / 403.298.3323
Fax: 403-265-7219
Email: simardc@bennettjones.com / meyerk@bennettjones.com

DATE ON WHICH ORDER WAS PRONOUNCED: ~~Friday, October 15~~ November 9,
2021

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice K.M.
Eidsvik

LOCATION OF HEARING: Calgary, Alberta

UPON the application (the "**Application**") of FTI Consulting Canada Inc. (the "**Monitor**"), in its capacity as court-appointed monitor of Dominion Diamond Mines ULC (the "**Seller**"), as seller, for an order approving the sale transaction (the "**Transaction**") contemplated by the agreement of purchase and sale (the "**Sale Agreement**") between the Seller and Diavik Diamond Mines (2012) Inc. (the "**Purchaser**"), as purchaser, ~~dated ●, 2021,~~ attached as Schedule "**A**" hereto and vesting in the Purchaser (or its nominee) the Seller's right,

title, and interest in and to the acquired assets described in the Sale Agreement (the “**Acquired Assets**”);

AND UPON HAVING READ the Order issued by the Honourable Madam Justice K.M. Eidsvik dated April 22, 2020 (as amended and restated on May 1, 2020, further amended on May 15, 2020, further amended and restated on June 19, 2020, and further amended on March 4, 2021 (collectively, the “**Initial Order**”)) and the Sixteenth Report of the Monitor, dated [October 6](#), 2021, all filed; **AND UPON** hearing counsel for the Monitor, the Seller, the Purchaser and any other counsel present; ~~[NTD: No need for Affidavit of Service due to CaseLines Order]~~

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other Person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

DEFINED TERMS

2. All capitalized terms not defined herein shall have the respective meanings ascribed to them in the Sale Agreement or the Initial Order, as applicable.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the Sale Agreement by the Monitor on behalf of the Seller is hereby authorized and approved, with such minor amendments as the Purchaser and the Monitor, on behalf of the Seller, may agree are necessary. The Monitor, on behalf of the Seller, is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Acquired Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

4. Upon delivery of a Monitor’s certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule “**B**” hereto (the “**Monitor’s Closing Certificate**”), all of the

Seller's right, title and interest in and to the Acquired Assets shall vest absolutely in the name of the Purchaser (or its nominee), 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, judgments, 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, other than the Assumed Liabilities (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Initial Order or any other Order granted in the within CCAA proceedings;
- (b) any charges, security interests or claims evidenced by registrations, filing or publication, pursuant to (i) the *Personal Property Security Act*, SNWT 1994, c 8 (NWT); (ii) the *Personal Property Security Act*, RSO 1990, c P.10 (Ontario); (iii) the *Personal Property Security Act*, RSA 2000, c P-7 (Alberta); (iv) the *Personal Property Security Act*, RSBC 1996, c 359 (British Columbia); (v) the *Uniform Commercial Code* (U.C.C.); (vi) the Land Titles Act, RSNWT 1988, c-8; (vii) the Northwest Territories Mining Regulation, SOR/2014-68; and (viii) any other personal property or real property registration system;
- (c) any liens or claims of lien under the *Miners Lien Act*, RSNWT 1988, c M-12 (NWT);
- (d) any claims of Arctic Canadian Diamond Company Ltd., as successor in interest to the purchasers under an asset purchase agreement dated as of December 6, 2020 and approved in these proceedings on December 11, 2020;
- (e) any claims of the Seller to a royalty payment under the Diavik Joint Venture Agreement;
- (f) any claims under the Royalty Agreements arising prior to the Filing Date; and
- (g) those Claims listed in Schedule "**C**" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted

encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule “D” (collectively, “**Permitted Encumbrances**”);

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Acquired Assets are hereby expunged, discharged and terminated as against the Acquired Assets upon filing of the Monitor’s Closing Certificate.

5. Upon delivery of the Monitor’s Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Monitor’s Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Acquired Assets subject only to Permitted Encumbrances.
6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Acquired Assets of any Claims including Encumbrances, but excluding Permitted Encumbrances.
7. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Acquired Assets is required for the due execution, delivery and performance by the Purchaser of the Sale Agreement.
8. Except as expressly provided for in the Sale Agreement, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Seller.
9. Upon completion of the Transaction, the Seller and all Persons who claim by, through or under the Seller in respect of the Acquired Assets, and all Persons or entities having

any Claims of any kind whatsoever in respect of the Acquired Assets, save and except for Persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Acquired Assets, and to the extent that any such Persons or entities remain in the possession or control of any of the Acquired Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Acquired Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Acquired Assets for its own use and benefit without any interference of or by the Seller, or any Person claiming by, through or against the Seller.
11. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Seller.
12. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
13. Upon the delivery of the Monitor's Closing Certificate to the Purchaser (or its nominee):
 - (a) all LCs issued by any of the First Lien Lenders to the Purchaser shall be cancelled and extinguished without any further obligation of the First Lien Lenders;
 - (b) the Purchaser shall destroy all LCs.
14. Upon payment or satisfaction in full of the Obligations (as defined in the Credit Agreement (as defined in the Sale Agreement)), which, for greater certainty, includes counsel fees of the First Lien Agent, the Credit Agreement shall be deemed terminated and the First Lien Agent and the First Lien Lenders shall be released from all of their respective obligations thereunder.

MISCELLANEOUS MATTERS

15. ~~13.~~ Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Seller, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Seller; and
- (d) the provisions of any federal or provincial statute;

the vesting of the Acquired Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Seller and shall not be void or voidable by creditors of the Seller, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA 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.

16. ~~14.~~ The Monitor on behalf of the Seller, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

17. ~~15.~~ This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Monitor, as an officer of the

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.

18. ~~16.~~ Service of this Order shall be deemed good and sufficient by service the same in accordance with the procedures in the CaseLines Service Order granted on May 29, 2020 in these proceedings.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"
SALE AGREEMENT

SCHEDULE "B"
FORM OF MONITOR'S CLOSING CERTIFICATE

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 **MONITOR'S CLOSING CERTIFICATE**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT Bennett Jones LLP
4500 Bankers Hall East
855 – 2nd Street SW
Calgary, AB T2P 4K7
Attention: Chris Simard / Kelsey Meyer
Tel: 403.298.4485 / 403.298.3323
Fax: 403.265.7219
Email: simardc@bennettjones.com / meyerk@bennettjones.com

RECITALS

- A. Pursuant to an Order of the Honourable Justice K.M. Eidsvik of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated April 22, 2020 (as amended and restated on May 1, 2020, further amended on May 15, 2020, further amended and restated on June 19, 2020, and further amended on March 4, 2021, and as may be further amended, restated or supplemented from time to time), FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of Dominion Diamond Mines ULC (the "**Seller**").
- B. Pursuant to an Order of the Court dated ~~October 15~~November 9, 2021 the Court approved the asset purchase agreement made as of ●, 2021 (the "**Sale Agreement**") between Diavik Diamond Mines (2012) Inc. (the "**Purchaser**") and the Seller, provided for the vesting in the Purchaser of the Seller's right, title and interest in and to the Acquired Assets, which vesting is to be effective with respect to the Acquired Assets

upon the delivery by the Monitor to the Purchaser of a certificate confirming that the transactions contemplated by the Sale Agreement (collectively, the “**Transactions**”) have been completed to the satisfaction of the Monitor.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

- 19. ~~17.~~ The Transactions contemplated by the Sale Agreement have been completed to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

**FTI CONSULTING CANADA INC., in its
capacity as Monitor of DOMINION
DIAMOND MINES ULC, and not in its
personal capacity**

Per: _____
Name:
Title:

**SCHEDULE "C"
ENCUMBRANCES**

[TO BE UPDATED PRIOR TO HEARING]

SCHEDULE "D"
PERMITTED ENCUMBRANCES

"Permitted Encumbrances" means, as of any particular time and in respect of any Person, each of the following Encumbrances: (a) any subsisting restrictions, exceptions, reservations, limitations, provisos and conditions (including royalties, reservation of mines, mineral rights and timber rights, access to navigable waters and similar rights) expressed in any original grant from the Crown or a Governmental Body and any statutory limitations, exceptions, reservations and qualifications to title or Encumbrances imposed by Law; (b) any claim based on treaty rights, traditional territory or land claims; (c) inchoate or statutory liens solely with respect to Assumed Liabilities not at the time overdue; (d) permits, reservations, covenants, servitudes, watercourse, rights of water, rights of access or user licenses, easements, rights-of-way and rights in the nature of easements (including, without in any way limiting the generality of the foregoing, licenses, easements, rights-of-way and rights in the nature of easements for railways, sidewalks, public ways, sewers, drains, gas and oil pipelines, steam and water mains or electric light and power, or telephone and telegraph conduits, poles, wires and cables) in favor of any Governmental Body or utility company in connection with the development, servicing, use or operation of any property which (1) do not individually or in the aggregate materially detract from the value or materially interfere with the use of the real or immovable property subject thereto and (2) have been complied with to date in all material respects; (e) each of the following Encumbrances: (1) permits, reservations, covenants, servitudes, rights of access or user licenses, easements, rights of way and rights in the nature of easements in favor of any Person (other than those in (d) above); (2) any encroachments, title defects or irregularities existing; (3) any instrument, easement, charge, caveat, lease, agreement or other document registered or recorded against title to any property so long as same have been complied with in all material respects; (4) agreements with any Governmental Body and any public utilities or private suppliers of services; (5) restrictive covenants, private deed restrictions, and other similar land use control agreements; in each of (1), (2), (3), (4) and (5), which (I) do not individually or in the aggregate materially detract from the value or materially interfere with the use of the real or immovable property subject thereto and (II) have been complied with to date in all material respects; (6) purchase money security interests granted by the Purchaser, in its capacity as manager of the Diavik Joint Venture, in respect of equipment leased or purchased in the ordinary course of business of the Diavik Joint Venture (f) Encumbrances to which the Purchaser consents in writing; and (g) other than any Claims on the Royalty Agreements arising prior to the Filing Date, which shall not constitute Permitted Encumbrances, the Royalty Rights.

Document comparison by Workshare Compare on Tuesday, October 19, 2021
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Input:	
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Rendering set	MTStandard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	25
Deletions	10
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	35
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APPENDIX “M”

Amended Encumbrances Table

ENCUMBRANCES

Northwest Territories Personal Property Registry Encumbrances

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
Dominion Diamond Diavik Limited Partnership Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	1429528	10/25/2017	10/25/2022	ALL OF THE DEBTORS' PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	1429555	10/25/2017	10/25/2022	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	1429537	10/25/2017	10/25/2022	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
Dominion Diamond Diavik Limited Partnership Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	1429760	10/26/2017	10/26/2022	ALL OF THE DEBTORS' PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
Dominion Diamond	Wilmington Trust, National Association, as	1429797	10/26/2017	10/26/2022	ALL OF THE DEBTORS' PRESENT AND AFTER

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
Mines ULC	agent				ACQUIRED PERSONAL PROPERTY.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	1429779	10/26/2017	10/26/2022	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	1429546	10/25/2017	10/25/2022	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	1429564	10/25/2017	10/25/2022	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	1429788	10/26/2017	10/26/2022	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	1429804	10/26/2017	10/26/2022	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
Dominion Diamond Holdings Ltd. Dominion Diamond Mines ULC	Diavik Diamond Mines (2012) Inc.	20970	08/02/2001	Infinity	ALL OF THE DEBTOR'S PRESENT OR AFTER ACQUIRED RIGHT, TITLE AND INTEREST IN THE "ASSETS" AND ALL ACCESSORIES THERETO AND ALL "PROCEEDS",

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>WHERE PROCEEDS MEANS ALL GOODS, INSTRUMENTS, DOCUMENTS OF TITLE, SECURITIES, INTANGIBLES, CHATTEL PAPER AND MONEY (EACH AS DEFINED IN THE NORTHWEST TERRITORIES PERSONAL PROPERTY SECURITY ACT); WHERE "ASSETS" MEANS THE "PROPERTIES", "PRODUCTS" AND ALL OTHER GOODS, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES AND MONEY HELD BY THE "MANAGER" FOR THE BENEFIT OF THE "PARTICIPANTS" UNDER THE "DIAVIK JVA" (INCLUDING WITHOUT LIMITATION ALL MONIES ADVANCED FROM TIME TO TIME BY THE PARTICIPANTS TO THE MANAGER PURSUANT TO THE DIAVIK JVA); THE "DIAVIK JVA" MEANS THE AGREEMENT ENTITLED AS THE DIAVIK JOINT VENTURE AGREEMENT BETWEEN KENNECOTT CANADA INC. AND ABER RESOURCES LIMITED MADE</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>AS OF THE 23RD DAY OF MARCH, 1995 AS THE SAME MAY BE AMENDED, REPLACED, RESTATED OR MODIFIED FROM TIME TO TIME; "PRODUCTS" MEANS THE ORES, MINERALS AND MINERAL RESOURCES PRODUCED FROM THE PROPERTIES AND PURSUANT TO THE DIAVIK JVA; "MANAGER" MEANS DIAVIK DIAMOND MINES INC. OR SUCH OTHER MANAGER AS MAY BE APPOINTED FROM TIME TO TIME TO MANAGE THE "OPERATIONS" PURSUANT TO THE TERMS OF THE DIAVIK JVA; "OPERATIONS" MEANS ALL ACTIVITIES CARRIED OUT AFTER MARCH 23, 1995 ON OR IN RESPECT OF THE PROPERTIES; "PARTICIPANTS" MEANS THE PERSONS OR ENTITIES THAT FROM TIME TO TIME HAVE "PARTICIPATING INTERESTS" UNDER THE DIAVIK JVA; "PARTICIPATING INTERESTS" MEANS THE UNDIVIDED BENEFICIAL INTEREST IN THE ASSETS, AND ALL RIGHTS AND</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>OBLIGATIONS ARISING UNDER THE DIAVIK JVA OF A PARTICIPANT; “PROPERTIES” MEANS ALL MINING CLAIMS AND ALL MINING LEASES WHICH MAY FROM TIME TO TIME REPLACE THOSE MINING CLAIMS AND ALL OTHER INTERESTS IN REAL PROPERTY WHICH ARE ACQUIRED AND HELD SUBJECT TO THE DIAVIK JVA AND ALL PROCEEDS THEREOF; AND “MINING CLAIMS” MEANS THOSE MINING CLAIMS IN THE MACKENZIE MINING DISTRICT, NORTHWEST TERRITORIES AS DESCRIBED IN THE DIAVIK JVA.</p> <p>ALL OF THE DEBTOR’S PRESENT OR AFTER ACQUIRED RIGHT, TITLE AND INTEREST IN THE DIAVIK JVA.</p> <p>ALL PROCEEDS, INCLUDING ALL PRESENT AND AFTER ACQUIRED GOODS, INTANGIBLES, MONEY, DOCUMENTS OF TITLE, SECURITIES, CHATTEL PAPER OR INSTRUMENTS</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					(ALL DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) NOW OR HEREAFTER CONSTITUTING PROCEEDS OF ANY OF THE FOREGOING COLLATERAL.
<p>Dominion Diamond Ekati ULC</p> <p>Dominion Diamond Mines ULC</p>	<p>Finning (Canada), A Division of Finning International Inc.</p> <p>Finning International Inc.</p>	1654490	05/01/2020	05/01/2025	<p>General Collateral:</p> <p>1. One (1) CAT XQ 2000 kW Diesel Trailer Mounted 480/208V, 480V, 60HZ, 3 Phase, Single Shift Generator and one (1) XMER 2500 kVA 480V/600V transformer, together with all accessions, replacement parts, accessories or attachments (Serial No. KEN00187 / VIN 3H3C413S79T220033)</p> <p>2. All proceeds of every item or kind including but not limited to trade-ins, equipment, inventory, goods, notes, chattel paper, contract rights, accounts, rental payments and insurance payments, instruments, investment property, intangibles, documents of title, money and any other property or obligations received when such collateral or proceeds thereof are sold, collected,</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>dealt with, exchanged or otherwise disposed of.</p> <p><u>Serial Numbered Collateral!</u></p> <p>3H3C413S79T220033 Motor Vehicle-CAT XQ Generator</p> <p>KEN00187 Motor Vehicle-CAT XQ Generator</p>
Dominion Diamond Mines ULC	Hay River Heavy Truck Sales	1653268	04/24/2020	04/24/2022	<p><u>General Collateral</u></p> <p>Six (6) 2021 K-Line Steel Side Dump Box having body serial numbers 9846-1, 9486-2, 9846-3, 9846-4, 9846-5, and 9846-6; and Brand Tires w/ Unique Sequential Numbers L700 To L885.</p> <p><u>Serial Numbered Collateral!</u></p> <p>LPLZ4256 Motor Vehicle 2020 WESTERN STAR</p> <p>5KKJASD16LPLZ4257 Motor Vehicle 2020 WESTERN STAR</p> <p>5KKJASD18LPLZ4258 Motor Vehicle 2020 WESTERN STAR</p> <p>2K9DP3567ML072010 Trailer</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					2021 K-Line Power Semi Ore Trailer
					2K9DP3566ML072015 Trailer 2021 K-Line Power Semi Ore Trailer
					2K9DP356XML072020 Trailer 2021 K-Line Power Semi Ore Trailer
					98461 Trailer-2021 K-Line Steel Side DumpBox
					98462 Trailer-2021 K-Line Steel Side DumpBox
					98463 Trailer-2021 K-Line Steel Side DumpBox
					98464 Trailer-2021 K-Line Steel Side DumpBox
					98465 Trailer-2021 K-Line Steel Side DumpBox
					98466 Trailer-2021 K-Line Steel Side DumpBox
					2K9DP3476ML072011 Trailer 2021 K-Line Tridem Rear Side Dump Train
					2K9DP3478ML072012 Trailer 2021 K-Line Tridem Rear Side

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>Dump Train</p> <p>2K9DP3475ML072016 Trailer 2021 K-Line Tridem Rear Side Dump Train</p> <p>2K9DP3477ML072017 Trailer 2021 K-Line Tridem Rear Side Dump Train</p> <p>2K9DP3479ML072021 Trailer 2021 K-Line Tridem Rear Side Dump Train</p> <p>2K9DP3470ML072022 Trailer 2021 K-Line Tridem Rear Side Dump Train</p> <p>2K9CD2185ML072013 Trailer 2021 K-Line Tandem Axle Converter Dolly</p> <p>2K9CD2187ML072014 Trailer 2021 K-Line Tandem Axle Converter Dolly</p> <p>2K9CD2184ML072018 Trailer 2021 K-Line Tandem Axle Converter Dolly</p> <p>2K9CD2186ML072019 Trailer 2021 K-Line Tandem Axle Converter Dolly</p> <p>2K9CD2188ML072023 Trailer 2021 K-Line Tandem Axle</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>Converter Dolly</p> <p>2K9CD218XML072024 Trailer</p> <p>2021 K-Line Tandem Axle</p> <p>Converter Dolly</p> <p>Additional Information</p> <p>PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM.</p>
Dominion Diamond Ekati ULC	Finning (Canada), A Division of Finning	4658227	05/20/2020	05/20/2025	All goods now or hereafter acquired by the Debtor or held to be acquired by the Debtor

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
<p>Dominion Diamond Mines ULC</p>	<p>International Inc.</p> <p>Finning International Inc.</p>				<p>pursuant to that certain Good and Services Alliance Agreement dated October 1, 2018 between the Debtor and the Secured Party, including, without limitation, all parts, components and other personal property provided to the Debtor pursuant to such agreement, together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto.</p> <p>All proceeds of every item or kind including but not limited to trade-ins, equipment, inventory, goods, notes, chattel paper, contract rights, accounts, rental payments and insurance payments, instruments, investment property, intangibles, documents of title, money and any other property or obligations received when such collateral or proceeds thereof are sold, collected, dealt with, exchanged or otherwise disposed of.</p>

Ontario Personal Property Registry Encumbrances

~~[NTD: Waiting on Ontario PPR search.]~~

<u>Debtors</u>	<u>Secured Parties</u>	<u>Original Registration No.</u>	<u>Date of Registration (MM/DD/YYYY)</u>	<u>Expiry Date (MM/DD/YYYY)</u>	<u>Collateral Description</u>
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	20171026 0912 1590 5070	10/26/2017	10/26/2022	All property except consumer goods.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	20171026 0912 1590 5071	10/26/2017	10/26/2022	All property except consumer goods.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	20171026 0913 1590 5072	10/26/2017	10/26/2022	All property except consumer goods.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	20171026 0913 1590 5073	10/26/2017	10/26/2022	All property except consumer goods.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	20171026 0914 1590 5074	10/26/2017	10/26/2022	All property except consumer goods.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	20171026 0914 1590 5075	10/26/2017	10/26/2022	All property except consumer goods.
Dominion Diamond Diavik Limited Partnership Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	20171026 0915 1590 5076	10/26/2017	10/26/2022	All property except consumer goods.

<u>Debtors</u>	<u>Secured Parties</u>	<u>Original Registration No.</u>	<u>Date of Registration (MM/DD/YYYY)</u>	<u>Expiry Date (MM/DD/YYYY)</u>	<u>Collateral Description</u>
<u>Dominion Diamond Mines ULC</u> <u>Arctic Canadian Diamond Company Ltd.</u>	<u>Credit Suisse AG, Cayman Islands Branch, as administrative agent</u>	<u>20171025 1307 1590 5012</u>	<u>10/25/2017</u>	<u>10/25/2022</u>	<u>All property except consumer goods.</u>
<u>Dominion Diamond Mines ULC</u> <u>Arctic Canadian Diamond Company Ltd.</u>	<u>Credit Suisse AG, Cayman Islands Branch, as administrative agent</u>	<u>20171025 1307 1590 5013</u>	<u>10/25/2017</u>	<u>10/25/2022</u>	<u>All property except consumer goods.</u>
<u>Dominion Diamond Mines ULC</u>	<u>Credit Suisse AG, Cayman Islands Branch, as administrative agent</u>	<u>20171025 1308 1590 5014</u>	<u>10/25/2017</u>	<u>10/25/2022</u>	<u>All property except consumer goods.</u>
<u>Dominion Diamond Mines ULC</u> <u>Arctic Canadian Diamond Company Ltd.</u>	<u>Credit Suisse AG, Cayman Islands Branch, as administrative agent</u>	<u>20171025 1308 1590 5015</u>	<u>10/25/2017</u>	<u>10/25/2022</u>	<u>All property except consumer goods.</u>
<u>Dominion Diamond Mines ULC</u>	<u>Credit Suisse AG, Cayman Islands Branch, as administrative agent</u>	<u>20171025 1309 1590 5016</u>	<u>10/25/2017</u>	<u>10/25/2022</u>	<u>All property except consumer goods.</u>
<u>Dominion Diamond Diavik Limited Partnership</u> <u>Dominion Diamond Mines ULC</u> <u>Arctic Canadian</u>	<u>Credit Suisse AG, Cayman Islands Branch, as administrative agent</u>	<u>20171025 1309 1590 5017</u>	<u>10/25/2017</u>	<u>10/25/2022</u>	<u>All property except consumer goods.</u>

<u>Debtors</u>	<u>Secured Parties</u>	<u>Original Registration No.</u>	<u>Date of Registration (MM/DD/YYYY)</u>	<u>Expiry Date (MM/DD/YYYY)</u>	<u>Collateral Description</u>
<u>Diamond Company Ltd.</u>					
<u>Dominion Diamond Mines ULC</u>	<u>Credit Suisse AG, Cayman Islands Branch, as administrative agent</u>	<u>20171025 1313 1590 5018</u>	<u>10/25/2017</u>	<u>10/25/2022</u>	<u>All property except consumer goods.</u>

Alberta Personal Property Registry Encumbrances

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
Dominion Diamond Holdings Ltd. Dominion Diamond Diavik Limited Partnership Dominion Diamond Mines ULC	Diavik Diamond Mines (2012) Inc.	17030715224	03/07/2017	03/07/2042	Security Agreement	ALL OF THE DEBTOR'S PRESENT OR AFTER ACQUIRED RIGHT, TITLE AND INTEREST IN THE "ASSETS" AND ALL ACCESSORIES THERETO AND ALL "PROCEEDS", WHERE PROCEEDS MEANS ALL GOODS, INSTRUMENTS, DOCUMENTS OF TITLE, SECURITIES, INTANGIBLES, CHATTEL PAPER AND MONEY (EACH AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT); WHERE

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						<p>"ASSETS" MEANS THE "PROPERTIES", "PRODUCTS" AND ALL OTHER GOODS, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES AND MONEY HELD BY THE "MANAGER" FOR THE BENEFIT OF THE "PARTICIPANTS" UNDER THE "DIAVIK JVA" (INCLUDING WITHOUT LIMITATION ALL MONIES ADVANCED FROM TIME TO TIME BY THE PARTICIPANTS TO THE MANAGER PURSUANT TO THE DIAVIK JVA); THE "DIAVIK JVA" MEANS THE AGREEMENT ENTITLED AS THE DIAVIK JOINT VENTURE AGREEMENT BETWEEN KENNECOTT CANADA INC. AND ABER RESOURCES LIMITED MADE AS OF THE 23RD DAY OF MARCH, 1995 AS THE SAME</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						<p>MAY BE AMENDED, REPLACED, RESTATED OR MODIFIED FROM TIME TO TIME; "PRODUCTS" MEANS THE ORES, MINERALS AND MINERAL RESOURCES PRODUCED FROM THE PROPERTIES AND PURSUANT TO THE DIAVIK JVA; "MANAGER" MEANS DIAVIK DIAMOND MINES INC. OR SUCH OTHER MANAGER AS MAY BE APPOINTED FROM TIME TO TIME TO MANAGE THE "OPERATIONS" PURSUANT TO THE TERMS OF THE DIAVIK JVA; "OPERATIONS" MEANS ALL ACTIVITIES CARRIED OUT AFTER MARCH 23, 1995 ON OR IN RESPECT OF THE PROPERTIES; "PARTICIPANTS" MEANS THE PERSONS OR ENTITIES THAT FROM TIME TO TIME HAVE "PARTICIPATING INTERESTS" UNDER</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						<p>THE DIAVIK JVA; "PARTICIPATING INTERESTS" MEANS THE UNDIVIDED BENEFICIAL INTEREST IN THE ASSETS, AND ALL RIGHTS AND OBLIGATIONS ARISING UNDER THE DIAVIK JVA OF A PARTICIPANT; "PROPERTIES" MEANS ALL MINING CLAIMS AND ALL MINING LEASES WHICH MAY FROM TIME TO TIME REPLACE THOSE MINING CLAIMS AND ALL OTHER INTERESTS IN REAL PROPERTY WHICH ARE ACQUIRED AND HELD SUBJECT TO THE DIAVIK JVA AND ALL PROCEEDS THEREOF; AND "MINING CLAIMS" MEANS THOSE MINING CLAIMS IN THE MACKENZIE MINING DISTRICT, NORTHWEST TERRITORIES AS DESCRIBED IN THE</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						<p>DIAMIK JVA.</p> <p>ALL OF THE DEBTOR'S PRESENT OR AFTER ACQUIRED RIGHT, TITLE AND INTEREST IN THE DIAMIK JVA</p> <p>ALL PROCEEDS, INCLUDING ALL PRESENT AND AFTER ACQUIRED GOODS, INTANGIBLES, MONEY, DOCUMENTS OF TITLE, SECURITIES, CHATTEL PAPER OR INSTRUMENTS (ALL DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) NOW OR HEREAFTER CONSTITUTING PROCEEDS OF ANY OF THE FOREGOING COLLATERAL.</p>
<p>Dominion Diamond Mines ULC</p> <p>Arctic Canadian Diamond Company Ltd.</p>	<p>Credit Suisse AG, Cayman Islands Branch, as administrative agent</p>	<p>17102518769</p>	<p>10/25/2017</p>	<p>10/25/2022</p>	<p>Security Agreement</p>	<p>ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.</p> <p>PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY,</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS
<p>Dominion Diamond Mines ULC</p> <p>Arctic Canadian Diamond Company Ltd.</p>	<p>Credit Suisse AG, Cayman Islands Branch, as administrative agent</p>	17102518781	10/25/2017	10/25/2022	Security Agreement	<p>ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.</p> <p>PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.</p>
Dominion Diamond	Credit Suisse AG,				Security	ALL PRESENT AND

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
Mines ULC	Cayman Islands Branch, as administrative agent	17102519345	10/25/2017	10/25/2022	Agreement	<p>AFTER ACQUIRED PERSONAL PROPERTY.</p> <p>PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.</p>
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17102519351	10/25/2017	10/25/2022	Security Agreement	<p>ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.</p> <p>PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17102519368	10/25/2017	10/25/2022	Security Agreement	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Diavik Limited Partnership Dominion Diamond Mines ULC Arctic Canadian	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17102519379	10/25/2017	10/25/2022	Security Agreement	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY,

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
Diamond Company Ltd.						INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17102604207	10/26/2017	10/26/2022	Security Agreement	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond	Wilmington Trust,				Security	ALL PRESENT AND

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
Mines ULC	National Association, as agent	17102604228	10/26/2017	10/26/2022	Agreement	<p>AFTER ACQUIRED PERSONAL PROPERTY.</p> <p>PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.</p>
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17102604276	10/26/2017	10/26/2022	Security Agreement	<p>ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.</p> <p>PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17102604294	10/26/2017	10/26/2022	Security Agreement	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17102604334	10/26/2017	10/26/2022	Security Agreement	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY,

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17102604344	10/26/2017	10/26/2022	Security Agreement	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond	Wilmington Trust,					

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
Mines ULC	National Association, as agent	17103143199	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17103143199	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17103143205	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17103143223	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17103143232	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Diavik Limited Partnership Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17103143243	10/31/2017	Infinity	Land Charge	N/A

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
Arctic Canadian Diamond Company Ltd.						
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17103143717	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Diavik Limited Partnership Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17103144007	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17103144012	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17103144021	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17103144038	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17103144054	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond	Wilmington Trust, National Association,	17103144064	10/31/2017	Infinity	Land Charge	N/A

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
Mines ULC	as agent					
Dominion Diamond Mines ULC	Hay River Heavy Truck Sales	20042421512	04/24/2020	04/24/2024	Security Agreement	<u>Serial Number Goods</u> 5KKJASD14LPLZ42568 2020 Western Star MV – Motor Vehicle
Dominion Diamond Mines ULC	Hay River Heavy Truck Sales	20042423168	04/24/2020	04/24/2024	Security Agreement	<u>Serial Number Goods</u> 5KKJASD16LPLZ4257 2020 Western Star MV – Motor Vehicle 5KKJASD14LPLZ4256 2020 Western Star MV – Motor Vehicle
Dominion Diamond Ekati ULC Dominion Diamond Mines ULC	Finning (Canada), A Division of Finning International Inc. Finning International Inc.	20050126893	05/01/2020	05/01/2025	Security Agreement	<u>Serial Number Goods</u> 3H3C413S79T220033 1111 CAT XQ Generator MV – Motor Vehicle KEN00187 1111 CAT XQ Generator MV – Motor Vehicle <u>General Collateral</u> One (1) CAT XQ 2000 kW Diesel Trailer Mounted 480/208V, 480V, 60HZ,

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						<p>3 Phase, Single Shift Generator and one (1) XMER 2500 kVA 480V/600V transformer, together with all accessions, replacement parts, accessories or attachments (Serial No. KEN00187 / VIN 3H3C413S79T220033)</p> <p>All proceeds of every item or kind including but not limited to trade-ins, equipment, inventory, goods, notes, chattel paper, contract rights, accounts, rental payments and insurance payments, instruments, investment property, intangibles, documents of title, money and any other property or obligations received when such collateral or proceeds thereof are sold, collected, dealt with, exchanged or otherwise disposed of.</p>
<p>Dominion Diamond Ekati ULC</p> <p>Dominion Diamond</p>	<p>Finning (Canada), A Division of Finning International Inc.</p>	<p>20051906448</p>	<p>05/19/2020</p>	<p>05/19/2020</p>	<p>Security Agreement</p>	<p>All goods now or hereafter acquired by the Debtor or held to be acquired by the Debtor</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
Mines ULC	Finning International Inc.					<p>pursuant to that certain Goods and Services Alliance Agreement dated October 1, 2018 between the Debtor and the Secured Party, including, without limitation, all parts, components and other personal property provided to the Debtor pursuant to such agreement, together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto.</p> <p>All proceeds of every item or kind including but not limited to trade-ins, equipment, inventory, goods, notes, chattel paper, contract rights, accounts, rental payments and insurance payments, instruments, investment property, intangibles, documents of title, money and any other property or obligations received when such collateral or</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						proceeds thereof are sold, collected, dealt with, exchanged or otherwise disposed of.
Deminion Diamond Mines ULC	Hay River Heavy Truck Sales Ltd.	20052210908	05/22/2020	05/22/2022	Security Agreement	<p>Serial Number Goods</p> <p>5KKJASD16LPLZ4257 2020 Western Star Road Train MV – Motor Vehicle</p> <p>98461-2021 K-Line Steel Side-DumpBox TR – Trailer</p> <p>98462-2021 K-Line Steel Side-DumpBox TR – Trailer</p> <p>98463-2021 K-Line Steel Side-DumpBox TR – Trailer</p> <p>98464-2021 K-Line Steel Side-DumpBox TR – Trailer</p> <p>98465-2021 K-Line Steel Side-DumpBox TR – Trailer</p> <p>98466-2021 K-Line Steel Side-DumpBox TR – Trailer</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						2K9DP3567ML072010 2021 K-Line Power Semi Ore TR—Trailer
						2K9DP3566ML072015 2021 K-Line Power Semi Ore TR—Trailer
						2K9DP356XML072020 2021 K-Line Power Semi Ore TR—Trailer
						2K9DP3476ML072014 2021 K-Line Tridem Rear Side TR—Trailer
						2K9DP3478ML072012 2021 K-Line Tridem Rear Side TR—Trailer
						2K9DP3475ML072016 2021 K-Line Tridem Rear Side TR—Trailer
						2K9DP3477ML072017 2021 K-Line Tridem Rear Side TR—Trailer
						2K9DP3479ML072021 2021 K-Line Tridem Rear Side TR—Trailer
						2K9DP3470ML072022 2021 K-Line Tridem

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						<p>Rear Side TR – Trailer</p> <p>2K9CD2185ML072013 2021 K-Line Tandem Axle TR – Trailer</p> <p>2K9CD2187ML072014 2021 K-Line Tandem Axle TR – Trailer</p> <p>2K9CD2184ML072018 2021 K-Line Tandem Axle TR – Trailer</p> <p>2K9CD2186ML072019 2021 K-Line Tandem Axle TR – Trailer</p> <p>2K9CD2188ML072023 2021 K-Line Tandem Axle TR – Trailer</p> <p>2K9CD218XML072024 2021 K-Line Tandem Axle TR – Trailer</p> <p><u>General Collateral</u></p> <p>Six (6) 2021 K-Line Steel Side-Dump-Box having body serial numbers 9846-1, 9846-2, 9846-3, 9846-4, 9846-5, and 9846-6</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						<p>Brand Tires w/ Unique Sequential Numbers L700 To L885</p> <p>Proceeds: all of the debtor's present and after-acquired personal property including, but not limited to, all accounts, chattel paper, money, intangibles, goods, documents of title, instruments, investment property, and insurance proceeds (as each of those terms are defined in the PPSA).</p> <p>Additional Information</p> <p>Full make and model of the serial numbered collateral listed in blocks 8; 9; 10 is as follows: K-Line Power Semi Ore Trailer</p> <p>Full make and model of the serial numbered collateral listed in blocks 11; 12; 13; 14; 15; 16 is as follows: K-Line Tridem Rear Side Dump Train Trailer</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						Full make and model of the serial numbered collateral listed in blocks 17; 18; 19; 20; 21; 22 is as follows: K-Line Tandem-Axle Converter Dolly
Dominion Diamond Mines ULC	Hay River Heavy Truck Sales Ltd.	20052211073	05/22/2020	05/22/2022	Security Agreement	<u>Serial Number Goods</u> 5KKJASD14LPLZ4256 2020 Western Star Road Train MV – Motor Vehicle
Dominion Diamond Mines ULC	Hay River Heavy Truck Sales Ltd.	20052211275	05/22/2020	05/22/2022	Security Agreement	<u>Serial Number Goods</u> 5KKJASD18LPLZ4258 2020 Western Star Road Train MV – Motor Vehicle

British Columbia Personal Property Registry Encumbrances

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
Dominion Diamond Diavik Limited Partnership Dominion Diamond	Credit Suisse AG, Cayman Islands Branch, as administrative agent	357982K	10/25/2017	10/25/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY,

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
Mines ULC Arctic Canadian Diamond Company Ltd.					INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	357955K	10/25/2017	10/25/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	357946K	10/25/2017	10/25/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					(ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	357914K	10/25/2017	10/25/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	359682K	10/26/2017	10/26/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	359668K	10/26/2017	10/26/2022	<p>ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.</p> <p>PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.</p>
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	359466K	10/26/2017	10/26/2022	<p>ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.</p> <p>PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.</p>
Dominion Diamond	Wilmington Trust, National Association, as	359454K	10/26/2017	10/26/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
Mines ULC	agent				PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	357968K	10/25/2017	10/25/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	357975K	10/25/2017	10/25/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY,

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	357960K	10/25/2017	10/25/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	359672K	10/26/2017	10/26/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					(ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	359676K	10/26/2017	10/26/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	359679K	10/26/2017	10/26/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					INSURANCE PROCEEDS.
Dominion Diamond Mines ULC Dominion Diamond Diavik Limited Partnership Dominion Diamond Holdings Ltd.	Diavik Diamond Mines (2012) Inc.	275618L	01/22/2019	01/22/2042	ALL OF THE DEBTOR'S PRESENT OR AFTER ACQUIRED RIGHT, TITLE AND INTEREST IN THE "ASSETS" AND ALL ACCESSORIES THERETO AND ALL "PROCEEDS", WHERE PROCEEDS MEANS ALL GOODS, INSTRUMENTS, DOCUMENTS OF TITLE, SECURITIES, INTANGIBLES, CHATTEL PAPER AND MONEY (EACH AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT); WHERE "ASSETS" MEANS THE "PROPERTIES", "PRODUCTS" AND ALL OTHER GOODS, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES AND MONEY HELD BY THE "MANAGER" FOR THE BENEFIT OF THE "PARTICIPANTS" UNDER THE "DIAVIK JVA" (INCLUDING WITHOUT LIMITATION ALL MONIES ADVANCED FROM TIME TO TIME BY THE PARTICIPANTS TO THE

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>MANAGER PURSUANT TO THE DIAVIK JVA); THE "DIAVIK JVA" MEANS THE AGREEMENT ENTITLED AS THE DIAVIK JOINT VENTURE AGREEMENT BETWEEN KENNECOTT CANADA INC. AND ABER RESOURCES LIMITED MADE AS OF THE 23RD DAY OF MARCH, 1995 AS THE SAME MAY BE AMENDED, REPLACED, RESTATED OR MODIFIED FROM TIME TO TIME; "PRODUCTS" MEANS THE ORES, MINERALS AND MINERAL RESOURCES PRODUCED FROM THE PROPERTIES AND PURSUANT TO THE DIAVIK JVA; "MANAGER" MEANS DIAVIK DIAMOND MINES INC. OR SUCH OTHER MANAGER AS MAY BE APPOINTED FROM TIME TO TIME TO MANAGE THE "OPERATIONS" PURSUANT TO THE TERMS OF THE DIAVIK JVA; "OPERATIONS" MEANS ALL ACTIVITIES CARRIED OUT AFTER MARCH 23, 1995 ON OR IN RESPECT OF THE PROPERTIES; "PARTICIPANTS" MEANS THE PERSONS OR ENTITIES</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>THAT FROM TIME TO TIME HAVE "PARTICIPATING INTERESTS" UNDER THE DIAVIK JVA; "PARTICIPATING INTERESTS" MEANS THE UNDIVIDED BENEFICIAL INTEREST IN THE ASSETS, AND ALL RIGHTS AND OBLIGATIONS ARISING UNDER THE DIAVIK JVA OF A PARTICIPANT; "PROPERTIES" MEANS ALL MINING CLAIMS AND ALL MINING LEASES WHICH MAY FROM TIME TO TIME REPLACE THOSE MINING CLAIMS AND ALL OTHER INTERESTS IN REAL PROPERTY WHICH ARE ACQUIRED AND HELD SUBJECT TO THE DIAVIK JVA AND ALL PROCEEDS THEREOF; AND "MINING CLAIMS" MEANS THOSE MINING CLAIMS IN THE MACKENZIE MINING DISTRICT, NORTHWEST TERRITORIES AS DESCRIBED IN THE DIAVIK JVA.</p> <p>ALL OF THE DEBTOR'S PRESENT OR AFTER ACQUIRED RIGHT, TITLE AND INTEREST IN THE</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					DIAVIK JVA ALL PROCEEDS, INCLUDING ALL PRESENT AND AFTER ACQUIRED GOODS, INTANGIBLES, MONEY, DOCUMENTS OF TITLE, SECURITIES, CHATTEL PAPER OR INSTRUMENTS (ALL DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) NOW OR HEREAFTER CONSTITUTING PROCEEDS OF ANY OF THE FOREGOING COLLATERAL.
Dominion Diamond Ekati ULC Dominion Diamond Mines ULC	Finning (Canada), A Division of Finning International Inc. Finning International Inc.	195733M	05/01/2020	05/01/2025	<u>Serial Number Goods</u> V0001-MV 3H3C413S79T220033-CAT XQ-GENERATOR V0002-MV-KEN00187-CAT-XQ GENERATOR <u>General Collateral</u> ONE (1) CAT XQ 2000-KW DIESEL TRAILER MOUNTED 480/208V, 480V, 60HZ, 3 PHASE, SINGLE SHIFT GENERATOR AND ONE (1) XMER 2500-KVA 480V-600V TRANSFORMER, TOGETHER WITH ALL

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>ACCESSIONS, REPLACEMENT PARTS, ACCESSORIES OR ATTACHMENTS (SERIAL NO. KEN00187 / VIN 3H3C413S79T220033) ALL PROCEEDS OF EVERY ITEM OR KIND INCLUDING BUT NOT LIMITED TO TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS AND INSURANCE PAYMENTS, INSTRUMENTS, INVESTMENT PROPERTY, INTANGIBLES, DOCUMENTS OF TITLE, MONEY AND ANY OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS THEREOF ARE SOLD, COLLECTED, DEALT WITH, EXCHANGED OR OTHERWISE DISPOSED OF.</p>
<p>Dominion Diamond Ekati ULC</p> <p>Dominion Diamond Mines ULC</p>	<p>Finning (Canada), A Division of Finning International Inc.</p> <p>Finning International Inc.</p>	221624M	05/19/2020	05/19/2025	<p>ALL GOODS NOW OR HEREAFTER ACQUIRED BY THE DEBTOR OR HELD TO BE BY THE DEBTOR PURSUANT TO THAT CERTAIN GOODS AND SERVICES ALLIANCE</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>AGREEMENT DATED OCTOBER 1, 2018 BETWEEN THE DEBTOR AND THE SECURED PARTY, INCLUDING, WITHOUT LIMITATION, ALL PARTS, COMPONENTS AND OTHER PERSONAL PROPERTY PROVIDED TO THE DEBTOR PURSUANT TO SUCH AGREEMENT, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO. ALL PROCEEDS OF EVERY ITEM OR KIND INCLUDING BUT NOT LIMITED TO TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS AND INSURANCE PAYMENTS, INSTRUMENTS, INVESTMENT PROPERTY, INTANGIBLES, DOCUMENTS OF TITLE, MONEY AND ANY OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS THEREOF</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					ARE SOLD, COLLECTED, DEALT WITH, EXCHANGED OR OTHERWISE DISPOSED OF.

Land Title Searches

{NTD: To be added}

Mineral Searches

{NTD: To be added}

Materials Leases, Claims, or Mining Register Entries (NWT)

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
<u>3539</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08, 09</u>	<u>NT</u>	<u>F20697</u>	<u>WV 165</u>
<u>3540</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08, 09</u>	<u>NT</u>	<u>F20696</u>	<u>WV 164</u>
<u>3541</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08, 09</u>	<u>NT</u>	<u>F20698</u>	<u>WV 166</u>
<u>3710</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20675</u>	<u>WV 144</u>
<u>3711</u>	<u>Diavik Diamond Mines (2012)</u>	<u>Wilmington Trust, National</u>	<u>076D 08</u>	<u>NT</u>	<u>F20676</u>	<u>WV 145</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>	<u>Association</u>				
<u>3712</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08, 09</u>	<u>NT</u>	<u>F20699</u>	<u>WV 167</u>
<u>3713</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 09</u>	<u>NT</u>	<u>F20691</u>	<u>WV 159</u>
<u>3714</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 09</u>	<u>NT</u>	<u>F20692</u>	<u>WV 160</u>
<u>3715</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 09</u>	<u>NT</u>	<u>F20693</u>	<u>WV 161</u>
<u>3716</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 09</u>	<u>NT</u>	<u>F20694</u>	<u>WV 162</u>
<u>3719</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20982</u>	<u>TR-54</u>
<u>3760</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20937</u>	<u>TR-9</u>
<u>3761</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20938</u>	<u>TR-10</u>
<u>3762</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20939</u>	<u>TR-11</u>
<u>3763</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20972</u>	<u>TR-44</u>
<u>3764</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20973</u>	<u>TR-45</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
<u>3765</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20974</u>	<u>TR-46</u>
<u>3766</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20975</u>	<u>TR-47</u>
<u>3767</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08, 09</u>	<u>NT</u>	<u>FR20695</u>	<u>WV 163</u>
<u>3768</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20929</u>	<u>TR-1</u>
<u>3769</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20930</u>	<u>TR-2</u>
<u>3770</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20981</u>	<u>TR-53</u>
<u>3771</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20983</u>	<u>TR-55</u>
<u>3772</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20985</u>	<u>TR-57</u>
<u>3773</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20987</u>	<u>TR-59</u>
<u>3931</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 09</u>	<u>NT</u>	<u>F20690</u>	<u>WV 158</u>
<u>4093</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F20462</u>	<u>WV 79</u>
<u>4094</u>	<u>Diavik Diamond Mines (2012)</u>	<u>Wilmington Trust, National</u>	<u>076C 11</u>	<u>NT</u>	<u>F20641</u>	<u>WV 120</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>	<u>Association</u>				
<u>4095</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F20638</u>	<u>WV 117</u>
<u>4097</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F20940</u>	<u>TR-12</u>
<u>4098</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F20941</u>	<u>TR-13</u>
<u>4099</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F20942</u>	<u>TR-14</u>
<u>4100</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F20943</u>	<u>TR-15</u>
<u>4101</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F20944</u>	<u>TR-16</u>
<u>4102</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05, 06</u>	<u>NT</u>	<u>F20945</u>	<u>TR-17</u>
<u>4103</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F20946</u>	<u>TR-18</u>
<u>4104</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20960</u>	<u>TR-32</u>
<u>4105</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F20961</u>	<u>TR-33</u>
<u>4106</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F20962</u>	<u>TR-34</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4107</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F20963</u>	<u>TR-35</u>
<u>4108</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F20964</u>	<u>TR-36</u>
<u>4109</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11, 12</u>	<u>NT</u>	<u>F20695</u>	<u>TR-37</u>
<u>4110</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F20966</u>	<u>TR-38</u>
<u>4111</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20978</u>	<u>TR-50</u>
<u>4112</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20979</u>	<u>TR-51</u>
<u>4113</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20980</u>	<u>TR-52</u>
<u>4114</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20984</u>	<u>TR-56</u>
<u>4115</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20986</u>	<u>TR-58</u>
<u>4116</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20988</u>	<u>TR-60</u>
<u>4117</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20989</u>	<u>TR-61</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4118</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20990</u>	<u>TR-62</u>
<u>4119</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20991</u>	<u>TR-63</u>
<u>4120</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05, 076D 08</u>	<u>NT</u>	<u>F20992</u>	<u>TR-64</u>
<u>4121</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F20993</u>	<u>TR-65</u>
<u>4122</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F20994</u>	<u>TR-66</u>
<u>4123</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F20995</u>	<u>TR-67</u>
<u>4124</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F20996</u>	<u>TR-68</u>
<u>4125</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F21102</u>	<u>TR-70</u>
<u>4126</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F21101</u>	<u>TR-71</u>
<u>4127</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F21103</u>	<u>TR-72</u>
<u>4128</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F21104</u>	<u>TR-73</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4129</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05, 06</u>	<u>NT</u>	<u>F21105</u>	<u>TR-74</u>
<u>4130</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F21106</u>	<u>TR-75</u>
<u>4134</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F20490</u>	<u>WV 104</u>
<u>4135</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F20492</u>	<u>WV 106</u>
<u>4136</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05, 076D 08</u>	<u>NT</u>	<u>F20677</u>	<u>WV 146</u>
<u>4137</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F20678</u>	<u>WV 147</u>
<u>4138</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20931</u>	<u>TR-3</u>
<u>4139</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05, 076D 08</u>	<u>NT</u>	<u>F20932</u>	<u>TR-4</u>
<u>4140</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F20933</u>	<u>TR-5</u>
<u>4141</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F20934</u>	<u>TR-6</u>
<u>4142</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F20935</u>	<u>TR-7</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4143</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F20936</u>	<u>TR-8</u>
<u>4144</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20976</u>	<u>TR-8</u>
<u>4145</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 08</u>	<u>NT</u>	<u>F20977</u>	<u>TR-49</u>
<u>4146</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 16</u>	<u>NT</u>	<u>F21577</u>	<u>ABZ 4</u>
<u>4147</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076D 16</u>	<u>NT</u>	<u>F21578</u>	<u>ABZ 5</u>
<u>4148</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F25633</u> <u>F25271</u>	<u>WV 112</u> <u>ZX-11</u>
<u>4152</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12,</u> <u>076D 09</u>	<u>NT</u>	<u>F25261</u>	<u>ZX-1</u>
<u>4153</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F25262</u>	<u>ZX-2</u>
<u>4154</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F25263</u>	<u>ZX-3</u>
<u>4155</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F25264</u>	<u>ZX-4</u>
<u>4156</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F25265</u>	<u>ZX-5</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4157</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F25266</u>	<u>ZX-6</u>
<u>4164</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20484</u>	<u>WV 98</u>
<u>4165</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20493</u>	<u>WV 107</u>
<u>4166</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20495</u>	<u>WV 109</u>
<u>4167</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20632</u>	<u>WV 111</u>
<u>4168</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20476</u>	<u>WV 93</u>
<u>4174</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F20947</u>	<u>TR-19</u>
<u>4175</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F20948</u>	<u>TR-20</u>
<u>4176</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F20949</u>	<u>TR-21</u>
<u>4177</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F21119</u>	<u>TR-81</u>
<u>4178</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F21120</u>	<u>TR-85</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4179</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20483</u>	<u>WV 97</u>
<u>4180</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20488</u>	<u>WV 102</u>
<u>4181</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20950</u>	<u>TR-22</u>
<u>4182</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20951</u>	<u>TR-23</u>
<u>4183</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20952</u>	<u>TR-24</u>
<u>4184</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20953</u>	<u>TR-25</u>
<u>4185</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20954</u>	<u>TR-26</u>
<u>4186</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05, 06, 11, 12</u>	<u>NT</u>	<u>F20955</u>	<u>TR-27</u>
<u>4187</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06, 11</u>	<u>NT</u>	<u>F20956</u>	<u>TR-28</u>
<u>4192</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F25275</u>	<u>ZX-15</u>
<u>4193</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F25276</u>	<u>ZX-16</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4197</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20478</u>	<u>WV 95</u>
<u>4198</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20486</u>	<u>WV 100</u>
<u>4202</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F25272</u>	<u>ZX-12</u>
<u>4203</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F25273</u>	<u>ZX-13</u>
<u>4204</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F25274</u>	<u>ZX-14</u>
<u>4208</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20477</u>	<u>WV 94</u>
<u>4209</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20485</u>	<u>WV 99</u>
<u>4210</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20494</u>	<u>WV 108</u>
<u>4211</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20496</u>	<u>WV 110</u>
<u>4212</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20489</u>	<u>WV 103</u>
<u>4213</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05</u>	<u>NT</u>	<u>F20491</u>	<u>WV 105</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4214</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F25277</u>	<u>ZX-17</u>
<u>4215</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F25278</u>	<u>ZX-18</u>
<u>4216</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F25279</u>	<u>ZX-19</u>
<u>4217</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F25280</u>	<u>ZX-20</u>
<u>4218</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20847</u>	<u>WV 101</u>
<u>4219</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20479</u>	<u>WV 96</u>
<u>4228</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 10</u>	<u>NT</u>	<u>F20658</u>	<u>WV 137</u>
<u>4229</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 10</u>	<u>NT</u>	<u>F20659</u>	<u>WV 138</u>
<u>4234</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20970</u>	<u>TR-42</u>
<u>4235</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 12</u>	<u>NT</u>	<u>F20971</u>	<u>TR-43</u>
<u>4266</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F21121</u>	<u>TR-89</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4267</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F21122</u>	<u>TR-93</u>
<u>4268</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F21115</u>	<u>TR-101</u>
<u>4269</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06, 11</u>	<u>NT</u>	<u>F20958</u>	<u>TR-30</u>
<u>4270</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06, 11</u>	<u>NT</u>	<u>F20957</u>	<u>TR-29</u>
<u>4271</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06, 11</u>	<u>NT</u>	<u>F20959</u>	<u>TR-31</u>
<u>4272</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06, 11</u>	<u>NT</u>	<u>F21129</u>	<u>TR-80</u>
<u>4325</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F21112</u>	<u>TR-90</u>
<u>4326</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F21113</u>	<u>TR-94</u>
<u>4327</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F21114</u>	<u>TR-98</u>
<u>4328</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F21111</u>	<u>TR-86</u>
<u>4400</u>	<u>Diavik Diamond Mines (2012)</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F20640</u>	<u>WV 119</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4432</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F20967</u>	<u>TR-39</u>
<u>4433</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F20968</u>	<u>TR-40</u>
<u>4434</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F20969</u>	<u>TR-41</u>
<u>4435</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F21124</u>	<u>TR-79</u>
<u>4436</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F21125</u>	<u>TR-83</u>
<u>4437</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F21107</u>	<u>TR-76</u>
<u>4438</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F21108</u>	<u>TR-77</u>
<u>4439</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F21109</u>	<u>TR-78</u>
<u>4440</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06</u>	<u>NT</u>	<u>F21110</u>	<u>TR-82</u>
<u>4441</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06, 11</u>	<u>NT</u>	<u>F21130</u>	<u>TR-84</u>
<u>4442</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 06, 11</u>	<u>NT</u>	<u>F21131</u>	<u>TR-88</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>5194</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F65363</u>	<u>GS 19</u>
<u>5195</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F69911</u>	<u>SL 2</u>
<u>5196</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F66912</u>	<u>SL 3</u>
<u>5380</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Wilmington Trust, National Association</u>	<u>076C 11</u>	<u>NT</u>	<u>F65365</u>	<u>GS 21</u>
<u>3539</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08, 09</u>	<u>NT</u>	<u>F20697</u>	<u>WV 165</u>
<u>3540</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08, 09</u>	<u>NT</u>	<u>F20696</u>	<u>WV 164</u>
<u>3541</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08, 09</u>	<u>NT</u>	<u>F20698</u>	<u>WV 166</u>
<u>3710</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20675</u>	<u>WV 144</u>
<u>3711</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20676</u>	<u>WV 145</u>
<u>3712</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08, 09</u>	<u>NT</u>	<u>F20699</u>	<u>WV 167</u>
<u>3713</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 09</u>	<u>NT</u>	<u>F20691</u>	<u>WV 159</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>3714</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 09</u>	<u>NT</u>	<u>F20692</u>	<u>WV 160</u>
<u>3715</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 09</u>	<u>NT</u>	<u>F20693</u>	<u>WV 161</u>
<u>3716</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 09</u>	<u>NT</u>	<u>F20694</u>	<u>WV 162</u>
<u>3719</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20982</u>	<u>TR-54</u>
<u>3760</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20937</u>	<u>TR-9</u>
<u>3761</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20938</u>	<u>TR-10</u>
<u>3762</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20939</u>	<u>TR-11</u>
<u>3763</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20972</u>	<u>TR-44</u>
<u>3764</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20973</u>	<u>TR-45</u>
<u>3765</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20974</u>	<u>TR-46</u>
<u>3766</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20975</u>	<u>TR-47</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>3767</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08, 09</u>	<u>NT</u>	<u>FR20695</u>	<u>WV 163</u>
<u>3768</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20929</u>	<u>TR-1</u>
<u>3769</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20930</u>	<u>TR-2</u>
<u>3770</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20981</u>	<u>TR-53</u>
<u>3771</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20983</u>	<u>TR-55</u>
<u>3772</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>FR20985</u>	<u>TR-57</u>
<u>3773</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20987</u>	<u>TR-59</u>
<u>3931</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 09</u>	<u>NT</u>	<u>F20690</u>	<u>WV 158</u>
<u>4093</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 11</u>	<u>NT</u>	<u>F20462</u>	<u>WV 79</u>
<u>4094</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 11</u>	<u>NT</u>	<u>F20641</u>	<u>WV 120</u>
<u>4095</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 11</u>	<u>NT</u>	<u>F20638</u>	<u>WV 117</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4097</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20940</u>	<u>TR-12</u>
<u>4098</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20941</u>	<u>TR-13</u>
<u>4099</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20942</u>	<u>TR-14</u>
<u>4100</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20943</u>	<u>TR-15</u>
<u>4101</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20944</u>	<u>TR-16</u>
<u>4102</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05, 06</u>	<u>NT</u>	<u>F20945</u>	<u>TR-17</u>
<u>4103</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F20946</u>	<u>TR-18</u>
<u>4104</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20960</u>	<u>TR-32</u>
<u>4105</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20961</u>	<u>TR-33</u>
<u>4106</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20962</u>	<u>TR-34</u>
<u>4107</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20963</u>	<u>TR-35</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4108</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20964</u>	<u>TR-36</u>
<u>4109</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 11, 12</u>	<u>NT</u>	<u>F20965</u>	<u>TR-37</u>
<u>4110</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 11</u>	<u>NT</u>	<u>F20966</u>	<u>TR-38</u>
<u>4111</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20978</u>	<u>TR-50</u>
<u>4112</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20979</u>	<u>TR-51</u>
<u>4113</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20980</u>	<u>TR-52</u>
<u>4114</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20984</u>	<u>TR-56</u>
<u>4115</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20986</u>	<u>TR-58</u>
<u>4116</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20988</u>	<u>TR-60</u>
<u>4117</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20989</u>	<u>TR-61</u>
<u>4118</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20990</u>	<u>TR-62</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4119</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20991</u>	<u>TR-63</u>
<u>4120</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05, 076D 08</u>	<u>NT</u>	<u>F20992</u>	<u>TR-64</u>
<u>4121</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20993</u>	<u>TR-65</u>
<u>4122</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20994</u>	<u>TR-66</u>
<u>4123</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20995</u>	<u>TR-67</u>
<u>4124</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20996</u>	<u>TR-68</u>
<u>4125</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F21102</u>	<u>TR-70</u>
<u>4126</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F21101</u>	<u>TR-71</u>
<u>4127</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F21103</u>	<u>TR-72</u>
<u>4128</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F21104</u>	<u>TR-73</u>
<u>4129</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05, 06</u>	<u>NT</u>	<u>F21105</u>	<u>TR-74</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4130</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F21106</u>	<u>TR-75</u>
<u>4134</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20490</u>	<u>WV 104</u>
<u>4135</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20492</u>	<u>WV 106</u>
<u>4136</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05, 076D 08</u>	<u>NT</u>	<u>F20677</u>	<u>WV 146</u>
<u>4137</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20678</u>	<u>WV 147</u>
<u>4138</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20931</u>	<u>TR-3</u>
<u>4139</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05, 076D 08</u>	<u>NT</u>	<u>F20932</u>	<u>TR-4</u>
<u>4140</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20933</u>	<u>TR-5</u>
<u>4141</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20934</u>	<u>TR-6</u>
<u>4142</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20935</u>	<u>TR-7</u>
<u>4143</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20936</u>	<u>TR-8</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4144</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20976</u>	<u>TR-8</u>
<u>4145</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 08</u>	<u>NT</u>	<u>F20977</u>	<u>TR-49</u>
<u>4146</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 16</u>	<u>NT</u>	<u>F21577</u>	<u>ABZ 4</u>
<u>4147</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076D 16</u>	<u>NT</u>	<u>F21578</u>	<u>ABZ 5</u>
<u>4148</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F25633</u> <u>F25271</u>	<u>WV 112</u> <u>ZX-11</u>
<u>4152</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12,</u> <u>076D 09</u>	<u>NT</u>	<u>F25261</u>	<u>ZX-1</u>
<u>4153</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F25262</u>	<u>ZX-2</u>
<u>4154</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F25263</u>	<u>ZX-3</u>
<u>4155</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F25264</u>	<u>ZX-4</u>
<u>4156</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F25265</u>	<u>ZX-5</u>
<u>4157</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F25266</u>	<u>ZX-6</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4164</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20484</u>	<u>WV 98</u>
<u>4165</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20493</u>	<u>WV 107</u>
<u>4166</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20495</u>	<u>WV 109</u>
<u>4167</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20632</u>	<u>WV 111</u>
<u>4168</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20476</u>	<u>WV 93</u>
<u>4174</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F20947</u>	<u>TR-19</u>
<u>4175</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F20948</u>	<u>TR-20</u>
<u>4176</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F20949</u>	<u>TR-21</u>
<u>4177</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F21119</u>	<u>TR-81</u>
<u>4178</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F21120</u>	<u>TR-85</u>
<u>4179</u>	<u>Diavik Diamond Mines (2012)</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20483</u>	<u>WV 97</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4180</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20488</u>	<u>WV 102</u>
<u>4181</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20950</u>	<u>TR-22</u>
<u>4182</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20951</u>	<u>TR-23</u>
<u>4183</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20952</u>	<u>TR-24</u>
<u>4184</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20953</u>	<u>TR-25</u>
<u>4185</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20954</u>	<u>TR-26</u>
<u>4186</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05, 06, 11, 12</u>	<u>NT</u>	<u>F20955</u>	<u>TR-27</u>
<u>4187</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06, 11</u>	<u>NT</u>	<u>F20956</u>	<u>TR-28</u>
<u>4192</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F25275</u>	<u>ZX-15</u>
<u>4193</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F25276</u>	<u>ZX-16</u>
<u>4197</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20478</u>	<u>WV 95</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4198</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20486</u>	<u>WV 100</u>
<u>4202</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F25272</u>	<u>ZX-12</u>
<u>4203</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F25273</u>	<u>ZX-13</u>
<u>4204</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F25274</u>	<u>ZX-14</u>
<u>4208</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20477</u>	<u>WV 94</u>
<u>4209</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20485</u>	<u>WV 99</u>
<u>4210</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20494</u>	<u>WV 108</u>
<u>4211</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20496</u>	<u>WV 110</u>
<u>4212</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F20489</u>	<u>WV 103</u>
<u>4213</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05</u>	<u>NT</u>	<u>F20491</u>	<u>WV 105</u>
<u>4214</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F25277</u>	<u>ZX-17</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4215</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F25278</u>	<u>ZX-18</u>
<u>4216</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F25279</u>	<u>ZX-19</u>
<u>4217</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 05, 12</u>	<u>NT</u>	<u>F25280</u>	<u>ZX-20</u>
<u>4218</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20847</u>	<u>WV 101</u>
<u>4219</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20479</u>	<u>WV 96</u>
<u>4228</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 10</u>	<u>NT</u>	<u>F20658</u>	<u>WV 137</u>
<u>4229</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 10</u>	<u>NT</u>	<u>F20659</u>	<u>WV 138</u>
<u>4234</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 12</u>	<u>NT</u>	<u>F20970</u>	<u>TR-42</u>
<u>4235</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 10</u>	<u>NT</u>	<u>F20971</u>	<u>TR-43</u>
<u>4266</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F21121</u>	<u>TR-89</u>
<u>4267</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F21122</u>	<u>TR-93</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4268</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F21115</u>	<u>TR-101</u>
<u>4269</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06, 11</u>	<u>NT</u>	<u>F20958</u>	<u>TR-30</u>
<u>4270</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06, 11</u>	<u>NT</u>	<u>F20957</u>	<u>TR-29</u>
<u>4271</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06, 11</u>	<u>NT</u>	<u>F20959</u>	<u>TR-31</u>
<u>4272</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06, 11</u>	<u>NT</u>	<u>F21129</u>	<u>TR-80</u>
<u>4325</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F21112</u>	<u>TR-90</u>
<u>4326</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F21113</u>	<u>TR-94</u>
<u>4327</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F21114</u>	<u>TR-98</u>
<u>4328</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F21111</u>	<u>TR-86</u>
<u>4400</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 11</u>	<u>NT</u>	<u>F20640</u>	<u>WV 119</u>
<u>4432</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 11</u>	<u>NT</u>	<u>F20967</u>	<u>TR-39</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>4433</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 11</u>	<u>NT</u>	<u>F20968</u>	<u>TR-40</u>
<u>4434</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 11</u>	<u>NT</u>	<u>F20969</u>	<u>TR-41</u>
<u>4435</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 11</u>	<u>NT</u>	<u>F21124</u>	<u>TR-79</u>
<u>4436</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 11</u>	<u>NT</u>	<u>F21125</u>	<u>TR-83</u>
<u>4437</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F21107</u>	<u>TR-76</u>
<u>4438</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F21108</u>	<u>TR-77</u>
<u>4439</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F21109</u>	<u>TR-78</u>
<u>4440</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06</u>	<u>NT</u>	<u>F21110</u>	<u>TR-82</u>
<u>4441</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06, 11</u>	<u>NT</u>	<u>F21130</u>	<u>TR-84</u>
<u>4442</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 06, 11</u>	<u>NT</u>	<u>F21131</u>	<u>TR-88</u>
<u>5194</u>	<u>Diavik Diamond Mines (2012)</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 11</u>	<u>NT</u>	<u>F65363</u>	<u>GS 19</u>

<u>Lease No.</u>	<u>Owner Name</u>	<u>Interest Claimed By</u>	<u>NTS Map Sheet(S)</u>	<u>District</u>	<u>Claim No.</u>	<u>Claim Name</u>
	<u>Inc.</u>					
<u>5195</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 11</u>	<u>NT</u>	<u>F69911</u>	<u>SL 2</u>
<u>5196</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 11</u>	<u>NT</u>	<u>F66912</u>	<u>SL 3</u>
<u>5380</u>	<u>Diavik Diamond Mines (2012) Inc.</u>	<u>Credit Suisse AG, Cayman Islands Branch</u>	<u>076C 11</u>	<u>NT</u>	<u>F65365</u>	<u>GS 21</u>

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Moved cell	
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Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	2425

APPENDIX “N”

Amended RVO Term Sheet (blackline)

Washington Companies / Dominion Diamond Mines

Definitive Term Sheet for RVO Transaction

This term sheet (the “**Term Sheet**”) sets forth the material terms for a proposed transaction ~~pursuant to which~~between Washington Diamond Investments Holdings II, LLC (or its designee) (“**Washington**”) ~~will advance the Process Costs and make an RVO Payment (each as defined below) to and~~ FTI Consulting Canada Inc., in its capacity as the court-appointed Monitor (the “**Monitor**”) of Dominion Diamond Mines ULC (“**DDM**”), Dominion Diamond Delaware Company, LLC, Dominion Diamond Canada ULC, Washington Diamond Investments, LLC, Dominion Diamond Holdings, LLC, Dominion Finco Inc. and Dominion Diamond Marketing Corporation, as debtors (collectively, the “**CCAA Debtor Entities**”) in the proceedings pending before the court of Queen’s Bench of Alberta (the “**Court**”) under the *Companies Creditors’ Arrangement Act* (Canada) (the “**CCAA**”), upon the terms and conditions set forth herein, including ~~in respect of the RVO Payment in particular, that~~ Washington shall pay the Process Costs (as defined below) to the Monitor upon the entry of the RVO Order and the RVO Order AVO Order (each as defined below) at the approval hearing to be held by the Court on November 9, 2021 (the “AVO and RVO Approval Hearing”) and shall pay the RVO Payment (as defined below) to the Monitor upon and subject to the RVO becoming a Final Order in advance of the Outside Date (each as defined below). ~~Alternatively, Washington may pay the Process Costs and/or the RVO Payment to one or more of the CCAA Debtor Entities, in its discretion, and the satisfaction of the other Closing Conditions (as defined herein).~~

Pursuant to the terms of the Order of the Court dated January 27, 2021 (Order – Expansion of Monitor’s Powers) (the “**Expanded Powers Order**”), the Monitor has been authorized, among other things: (i) to conduct, supervise, and direct the sale, conveyance, transfer, lease, assignment or disposal of any remaining Property (as defined in the Expanded Powers Order) of the CCAA Debtor Entities or any part or parts thereof, whether or not outside of the normal course of business, subject to approval of the Court as may be required pursuant to the SARIO (as defined in the Expanded Powers Order), and to sign or execute on behalf of the CCAA Debtor Entities any conveyance or other closing documents in relation thereto; (ii) to execute, assign, issue and endorse documents of whatever nature in respect of any of the CCAA Debtors Entities’ Property, whether in the Monitor’s name or in the name of and on behalf of the CCAA Debtors Entities or in the place and stead of any directors or officers of the CCAA Debtors Entities, for any purpose pursuant to the Expanded Powers Order; (iii) to take any and all reasonable steps the Monitor considers necessary or desirable to deal with the Property or the Business, including the wind-down, liquidation, disposal of assets, or other activities; and (iv) to market any or all of the Property, with the consent of Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent under the Pre-Filing Credit Agreement until the Diavik LCs (as defined in the Expanded Powers Order) have

been fully cash collateralized in accordance with paragraph 10(h) of the Expanded Powers Order.

Pursuant to the RVO Order, among other matters, (i) Washington Diamond Investments, LLC, Dominion Diamond Holdings, LLC, DDM and Dominion Diamond Marketing Corporation (each a “**Dominion Entity**” and collectively, the “**Dominion Entities**”) will be fully and irrevocably cleansed of the Transferred Liabilities (as defined below) and (ii) the Transferred Assets (as defined below) will be vested out of the Dominion Entities and transferred to the Monitor, to be held in trust by the Monitor for the creditors of the CCAA Debtor Entities, and subject to the claims thereof, all in the manner specified in the RVO Order.

Upon execution of this Term Sheet by Washington and the Monitor, on behalf of itself and each of the CCAA Debtor Entities (collectively, the “**Parties**” and each a “**Party**”), this Term Sheet shall create a binding legal obligation on the part of Washington, the Monitor and each of the CCAA Debtor Entities, subject only to the terms and conditions hereof and of the RVO Order. The terms and conditions set forth in this Term Sheet, together with the RVO Order, are intended to be comprehensive and are not subject to any further due diligence by any Party or to any further definitive documentation, except as expressly permitted or contemplated hereunder.

[Reference is also made to the Asset Purchase Agreement dated as of October 6, 2021 between DDM \(by the Monitor\) and Diavik Diamond Mines \(2002\) Inc. \(the “Diavik APA”\), which the Monitor intends to seek approval for pursuant to an Approval and Vesting Order \(the “AVO Order”\) at the AVO and RVO Approval Hearing.](#)

Transaction Structure:	Affiliates of Washington are the current owners, directly and indirectly, of all equity interests in and of the CCAA Debtor Entities. In order to maximize the value of the tax attributes resident in each of the Dominion Entities (the “ Tax Attributes ”) for the benefit of Washington and its affiliates, as the owners thereof, each of the Dominion Entities will, pursuant to the terms hereof and the RVO Order, be cleansed of any and all liabilities of any kind other than the Retained Liabilities (as defined below), and all property, assets or interests thereof other than the Retained Assets (as defined below), will be transferred or vested out of the Dominion Entities, to be held by the Monitor in trust (the “ Creditor Trust ”) for the creditors of the CCAA Debtor Entities, and subject to the claims thereof (the “ RVO Transaction ”), ¹ all in the manner specified and set forth herein and in the RVO Order. The definitive terms and form of the reverse vesting order
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¹ The defined terms “RVO Transaction” and “RVO Order” as used herein shall refer to a transaction for which Washington or any other bidder is the successful bidder.

	to be entered by the Court in order to implement the RVO Transaction are appended and set out at Appendix A hereto (the “ RVO Order ”).
Transferred Liabilities:	<p>Any and all liabilities and obligations of the Dominion Entities of any kind other than the Retained Liabilities, including without limitation, the following, shall be transferred to and assumed by the Creditor Trust and the applicable Dominion Entity shall be fully released from all obligations thereunder:</p> <ul style="list-style-type: none"> • any and all funded indebtedness (including, for the avoidance of doubt, any and all claims and liabilities under the Pre-Filing Credit Agreement and the indenture governing the 7.125% Senior Secured Second Lien Secured Notes due 2022 (the “2L Notes”)); • <u>any and all liabilities and obligations of any kind under the First Lien Agreements (as defined below) (the “First Lien Liabilities”);</u> • <u>to the extent that the transaction contemplated by the Diavik APA has not closed prior to closing of the RVO Transaction, the Assumed Liabilities (as defined in the Diavik APA) (the “Diavik Liabilities”);</u> • any and all environmental liabilities; • any and all regulatory or other governmental liabilities; • any and all trade claims or other unsecured claims; • the approximately \$92.8 million intercompany debt owing by DDM to Dominion Diamond Canada ULC; and • any other Excluded Liability (as defined in that certain Asset Purchase Agreement dated as of December 6, 2020, by and among, <i>inter alia</i>, the CCAA Debtor Entities, as sellers, and DDJ Capital Management, LLC and Brigade Capital Management, LP (the “2L APA”)).

	(collectively, the “ Transferred Liabilities ”).
Retained Liabilities	<p>The following liabilities and obligations of the Dominion Entities (the “Retained Liabilities”) shall remain obligations of the Dominion Entities upon completion of the RVO Transaction and shall not be transferred to or assumed by the Creditor Trust:</p> <ul style="list-style-type: none"> • any intercompany claim or indebtedness owing by a Dominion Entity to another Dominion Entity; and • • any other obligation designated as a Retained Liability by Washington in writing to the Monitor prior to the closing of the RVO Transaction. <p><u>Notwithstanding the foregoing designation rights in favour of Washington and any other designation rights contained herein or in the RVO Order, no First Lien Liabilities or Diavik Liabilities may be designated as Retained Liabilities.</u></p>
Retained Assets:	<p>The following items (the “Retained Assets”) shall not be transferred to the Creditor Trust and shall be retained by the applicable Dominion Entity:</p> <ul style="list-style-type: none"> • all shares of capital stock or other equity interests in any other Dominion Entity; • • any intercompany indebtedness or claim owing to a Dominion Entity by another Dominion Entity; • all organizational documents, corporate books and records, income tax returns and the corporate seal of any Dominion Entity; • • any records that are required by law to be retained by a Dominion Entity; • the Tax Attributes; • all current and prior director and officer insurance policies of any Dominion Entity and all rights of any nature with respect thereto running in favor of any Dominion Entity; and

	<ul style="list-style-type: none"> any and all rights of the Dominion Entities under this Term Sheet or the RVO Order. <p><u>Notwithstanding any designation rights in favour of Washington contained herein or in the RVO Order, no First Lien Agreements or Diavik Assets (each as defined below) may be designated as Retained Assets.</u></p>
Transferred Assets:	<p>Except for the Retained Assets, any and all Property, assets or interests of the Dominion Entities of any kind, including without limitation, the following, shall be transferred to the Creditor Trust:</p> <ul style="list-style-type: none"> the Diavik Joint Venture Agreement (as defined in the 2L APA) and any interest in the joint venture established pursuant to that certain joint venture agreement dated March 23, 1995 between DDM and Diavik Diamond Mines (2012) Inc. originally entered into between Aber Resources Limited and Kennecott Canada Inc. as of March 23, 1995 (the “Diavik Joint Venture”), in the event that the Diavik Joint Venture is still owned by the CCAA Debtor Entities, when the RVO Transaction closes; <u>the Diavik APA, any proceeds thereof, and, to the extent that the transaction contemplated by the Diavik APA has not closed prior to the closing of the RVO Transaction, the Acquired Assets (as defined in the Diavik APA) (collectively, the “Diavik Assets”);</u> all Excluded Contracts (as defined in the 2L APA); <u>the following agreements (collectively, the “First Lien Agreements”):</u> <ul style="list-style-type: none"> <u>Third Amended and Restated Credit Agreement dated February 3, 2021, among DDM, as Borrower, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, and others, as amended by First Amendment dated as of May 4, 2021, and as further amended by Second Amendment dated as of August 17, 2021, and as the</u>

same may be further amended;

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o [First Lien Loan Guaranty by and among Washington Diamond Investments B.V., the Subsidiary Parties, Credit Suisse AG, Cayman Islands Branch, and others entered into as of November 1, 2017, as the same may have been further amended;](#)

o

o [Canadian Pledge and Security Agreement made as of November 1, 2017, by and among the Debtors \(as defined therein\) and the Agent \(as defined therein\), as the same may have been and may be further amended; and](#)

o

o [Pledge and Security Agreement \(US\) made as of November 1, 2017, by and among the Debtors \(as defined therein\) and the Agent \(as defined therein\), as the same may have been and may be further amended; and](#)

- all shares of capital stock or other equity interests in, any person other than a Dominion Entity including, without limitation, Dominion Finco Inc., Dominion Diamond Delaware Company LLC, Dominion Diamond Canada ULC, ~~Dominion Diamond (Cyprus) Limited~~, and Dominion Diamond (Luxembourg) S.a.r.l.,

(collectively, the “**Transferred Assets**”).

For greater certainty, neither the Retained Assets nor the Transferred Assets shall include any equity interest in the “Acquired Subsidiaries”, as such term is defined in the 2L APA (the Acquired Subsidiaries being Dominion Diamond (India) Private Limited, ~~and~~ Dominion Diamond Marketing N.V.; and ~~Dominion Diamond (Cyprus) Limited~~), which equity interests in the Acquired Subsidiaries were acquired by Arctic Canadian Diamond Mines Ltd. pursuant to the 2L APA.

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- ~~the RVO Payment, in the event that Washington has exercised its option to pay the RVO Payment to one of the CCAA Debtor Entities.~~

	<p>(collectively, the “Transferred Assets”).</p>
<p>No Reliance</p>	<p>Washington has conducted its own investigations and diligence regarding the RVO Transaction, the RVO Order, the Transferred Liabilities, the Transferred Assets, the Tax Attributes and the Retained Assets. Washington acknowledges that: (i) it is responsible for conducting its own investigations and diligence of all matters and things connected with or in any way related to the RVO Transaction; (ii) Washington has satisfied itself with respect to the RVO Transaction, and all matters and things connected with or in any way related to the RVO Transaction; and (iii) Washington has relied upon its own investigations and inspections in entering into this Term Sheet. Washington acknowledges that, other than the representations and warranties expressly given by the Monitor in this Term Sheet, the Monitor has made no representations, warranties, statements or promises with respect to any of the foregoing. Washington acknowledges that, other than the representations and warranties expressly given by the Monitor in this Term Sheet, it is not relying on any representation warranty, statement or promise from the Monitor in connection with the RVO Transaction or entry into this Term Sheet.</p> <p>Washington hereby unconditionally and irrevocably waives any and all actual or potential rights or Claims that Washington might have against the Monitor, and its representatives pursuant to any warranty, express or implied, legal or conventional, of any kind or type, other than those representations and warranties of the Monitor expressly set forth in this Term Sheet. Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and Claims of every kind and type, including Claims regarding defects, whether or not discoverable or latent, product liability Claims, or similar Claims, and all other Claims that may be later created or conceived in strict liability or as strict liability type Claims and rights. For the purpose of this paragraph, the term “Claims” shall mean any and all claims, charges, lawsuits, demands, directions, orders, suits, inquiries made, hearings, judgments,</p>

	warnings, investigations, notices of violation, notice of noncompliance, litigation, proceedings, arbitration, or other disputes, whether civil, criminal, administrative, regulatory or otherwise.
Disposition of Diavik Interest:	Upon the transfer of the Diavik Joint Venture Agreement and any other interest in the Diavik Joint Venture as part of the Transferred Assets or <u>as</u> otherwise contemplated by this Term Sheet, or prior to the closing of the RVO Transaction (including as a disposition by DDM pursuant to the Diavik APA) , DDM shall no longer hold any equity interest or have any ownership or economic interest in or with respect to the Diavik Joint Venture, and DDM, the Monitor and, <u>if applicable</u> , the Creditor Trust shall take any such further actions as may be reasonably necessary to evidence the disposition of any such interest, as required.
Ancillary Washington Matters	In connection with the completion of the RVO Transaction, Washington and its non-CCAA Debtor Entity affiliates and related parties (collectively, the “ Washington Entities ”) shall: <ul style="list-style-type: none"> (i) transfer to the Creditor Trust all 2L Notes owned by the Washington Entities; and (iii) release the Dominion Entities from all indebtedness and obligations owing by the Dominion Entities to the Washington Entities other than indebtedness relating to the 2L Notes (which indebtedness relating to the 2L Notes shall be transferred to the Creditor Trust pursuant to this Term Sheet and by operation of the RVO Order).
RVO Payments:	In consideration for the Monitor agreeing to undertake the RVO Transaction, Washington shall pay <u>to the Monitor</u> , on execution of this Term Sheet <u>following the entry of both the AVO Order and the RVO Order at the AVO and RVO Approval Hearing</u> , an amount equal to US\$250,000 to fund the reasonable and documented professional fees and expenses of the Monitor and its counsel (and other professionals that may be required by the Monitor and its counsel) in analyzing, negotiating and obtaining Court approval of the RVO Transaction and implementing the RVO Transaction (the “ Process Costs ”); provided that:

	<p><u>(i)</u> (iii) any unused portion of the Process Costs shall be refunded to Washington on closing of the RVO Transaction with Washington; and</p> <p><u>(ii)</u></p> <p><u>(iii)</u> (iv) in the event that there is an Auction (as defined below) and a party other than Washington is selected by the Monitor as the winning bidder, then the Monitor shall refund the full amount of the Process Costs to Washington from that other party's Auction Deposit (as defined below) upon such other party being formally designated by the Monitor as the winning bidder; <u>and</u></p> <p><u>(iv)</u></p> <p><u>(v)</u> <u>in the event that the RVO Transaction is not completed by the Outside Date other than as a result of a party other than Washington being selected as the winning bidder, the Monitor shall refund US\$125,000 of the Process Costs to Washington.</u></p> <p><u>(vi)</u></p> <p>On closing of an RVO Transaction with Washington, Washington shall pay <u>to the Monitor</u> US\$1,500,000 million (the "RVO Payment") in cash, in trust for the creditors of the CCAA Debtor Entities.</p>
Market Opportunity:	<p>There shall be no marketing of the RVO Transaction. However, in the event that, following execution of this Term Sheet by the Parties, the Monitor determines that a marketing period is required, the Monitor shall be entitled to market the RVO <u>Transaction</u> to other potentially interested parties who may be interested in a similar transaction (the "Marketing Period") <u>provided that the Monitor completes the Marketing Period and any Auction (as defined below) on or prior to October 27, 2021.</u></p> <p>In the event that the Monitor identifies an alternative bidder during the Marketing Period, the Monitor shall conduct an open auction within five (5) days of the conclusion of the Marketing Period that concludes not later than October 27, 2021 at which Washington and other potential bidders shall be permitted to submit binding bids, pursuant to fully executed definitive documentation, for their respective forms of transactions (the "Auction"). In order to participate in the Auction, a potential bidder must</p>

(a) covenant in writing that it will close the transactions contemplated by its bid on or prior to the Outside Date, (b) acknowledge and agree in writing that it will be responsible for any and all fees incurred by such potential bidder in connection with the formulation, negotiation, submission, and pursuit of its bid, (c) be determined by the Monitor to have sufficient ability (including financial ability) to close on the transactions contemplated by its bid on or prior to the Outside Date, and (d) provide the Monitor with a good-faith deposit equal to (A) the Process Costs, plus (B) the greater of (x) \$250,000 and (y) 10% of the purchase price reflected in its bid (the “**Auction Deposit**”). At the conclusion of the Auction, the Monitor shall be entitled to select as the winning bid the transaction that provides the highest cash payment to the CCAA Debtor Entities, for the benefit of the creditors thereof, in accordance with their respective priorities, which transaction shall be presented to the Court for approval at the AVO and RVO Approval Hearing.

The Monitor shall conduct the Auction in a manner that does not prejudice the value of the Tax Attributes to Washington, and shall consult with Washington and its advisors in this regard.

This Term Sheet (as the same may be revised in connection with any Auction) shall qualify as a proper basis for bidding by Washington in respect of the RVO Transaction.

Washington shall be entitled to withdraw from the Auction and terminate this Term Sheet without penalty or liability of any kind if: (i) it is not reasonably satisfied that the other parties being permitted to bid at the Auction are proceeding pursuant to bona fide definitive and binding offers, unredacted copies of which shall be made available to Washington upon request in advance of and during the Auction or (ii) if the Monitor conducts the Auction in a manner that Washington reasonably considers to be prejudicial to the benefits contemplated by the RVO Transaction for Washington.

Unless Washington otherwise expressly consents in writing, Washington’s bid pursuant to this Term Sheet (as the same may be revised in connection with any Auction) will not be deemed to be a “back-up bid” and Washington will not be required under any circumstances to be a

	<p>back-up bidder. For the avoidance of doubt, in the event that Washington is not the winning bidder at any Auction, Washington shall have no obligations or liabilities in respect of the RVO Transaction, this Term Sheet or the RVO Order.</p> <p>In the event that another bidder is selected as the winning bidder at the Auction or otherwise, then that other bidder shall be responsible for paying the full amount of the Process Costs, and shall refund to Washington (or its designee) the full amount of <u>shall have no obligation to fund</u> the Process Costs upon and subject to being designated by the Monitor as the winning bidder from the Auction.</p>
<p>Court Approval of RVO Transaction:</p>	<p>The Monitor shall file a motion seeking Court approval of the RVO Transaction, authorization for the Monitor to execute this Term Sheet and entry of the RVO Order on the terms set forth in this Term Sheet, which motion shall be in form and substance acceptable to Washington, acting reasonably.</p> <p>In the event that an Auction is held the Monitor shall file a motion seeking Court approval of the RVO Transaction (as the same may have been modified in connection with the Auction) and entry of the RVO Order (as the same may have been modified in connection with the Auction) within three (3) days of the conclusion of the Auction, which motion shall be in form and substance acceptable to the successful bidder, acting reasonably.</p>
<p>Representations and Warranties of the Parties:</p>	<p>The Monitor represents and warrants to Washington that, pursuant to the terms of the Expanded Powers Order and otherwise, the Monitor has all requisite power and authority to enter into this Term Sheet, to carry out the RVO Transaction contemplated hereby and in the manner contemplated hereby and, subject to entry of the RVO Order and satisfaction of the Closing Conditions, to consummate and implement the RVO Transaction.</p> <p>Washington hereby acknowledges that neither the Monitor, nor any of its representatives, have made any representations, warranties, statements or promises with respect to the RVO Transaction, save and except as are expressly contained in this Term Sheet.</p>

	<p>Washington represents and warrants to the Monitor that it has all requisite power and authority to enter into this Term Sheet and, subject to entry of the RVO Order and satisfaction of the Closing Conditions, to consummate and implement the RVO Transaction.</p>
<p>Break-Up Fee and Expense Reimbursement:</p>	<p>None, other than that any alternative bidder that is selected in lieu of Washington shall be responsible for the Process Costs as set forth above.</p>
<p>Commercially Reasonable Efforts / Further Assurances:</p>	<p>Washington and the Monitor (whether or not Washington is the successful bidder) shall each use commercially reasonable efforts to satisfy the Closing Conditions (defined below) and implement the RVO Transaction as soon as practicable, but in no event later than the Outside Date (as defined herein).</p> <p>Washington and the Monitor shall cooperate with each other in a timely and commercially reasonable manner to satisfy the Closing Conditions and implement the RVO Transaction soon as practicable.</p> <p>Washington and the Monitor shall duly prepare and execute such further and other documents, and take such further and other actions, as may be reasonably necessary in order to implement and give effect to the RVO Transaction and the transactions and benefits contemplated thereby (collectively, the “Closing Actions”).</p> <p>Pursuant to the terms of the RVO Order, upon satisfaction of the Closing Conditions (as defined below) and the Closing Actions, the Monitor shall file the Monitor’s Closing Certificate (as defined in the RVO Order) with the Court and the RVO Transaction shall be consummated.</p>
<p>Conditions to Closing (collectively, the “Closing Conditions”):</p>	<p>Washington’s obligations to consummate the RVO Transaction in accordance with this Term Sheet will be subject to the following conditions, each of which may be modified or waived by Washington in its sole and absolute discretion (collectively, the “Washington Conditions”):</p> <ul style="list-style-type: none"> • in the event of an Auction, Washington shall have been selected by the Monitor as the successful bidder; •

- the Court shall have entered the RVO Order in the form appended hereto at Appendix A, with only such modifications thereto as may be accepted by Washington in its sole and absolute discretion;
- the RVO Order shall have become a final order no longer subject to appeal, reversal or stay (a “**Final Order**”) by no later than ~~November 15,~~December 3, 2021 (the “**Outside Date**”);
-
- on closing of the RVO Transaction, all right, title and interest of the Dominion Entities in and to the Diavik Assets, including the Diavik Joint Venture and the Diavik Joint Venture Agreement, shall have been transferred to the Creditor Trust or, to the extent applicable, otherwise disposed of pursuant to the Diavik ~~Settlement~~APA in a manner satisfactory to Washington in its sole and absolute discretion;
-
- on closing of the RVO Transaction, Washington and its affiliates shall not have any control over, or any legal, beneficial or economic interest in, the Creditor Trust, the Transferred Assets, or the Diavik Assets, including the Diavik Joint Venture ~~or~~and the Diavik Joint Venture Agreement; and
-
- Washington must have control over or be satisfied in its sole discretion with any 2019, 2020 and 2021 tax returns that have been or are to be filed in respect of any of the CCAA Debtor Entities.

The Monitor and the CCAA Debtor Entities’ obligations to consummate the RVO Transaction will be subject to the following condition:

- Washington (or the winning bidder, if different from Washington) shall have paid the RVO Payment to the Monitor within three (3) Business Days of satisfaction of the Washington Conditions (or such other conditions as may be agreed with the successful bidder); and
-
- on closing of the RVO Transaction, all right, title and interest of the Dominion Entities in and to the Diavik Assets, including the Diavik Joint Venture

	<p><u>and the Diavik Joint Venture Agreement, shall have been transferred to the Creditor Trust or, to the extent applicable, otherwise disposed of pursuant to the Diavik APA in a manner satisfactory to the Monitor in its sole and absolute discretion.</u></p> <p>The closing date for the RVO Transaction shall be as soon as practicable after all of the Closing Conditions and Closing Actions have been satisfied or waived, but in all events no later than the Outside Date (unless Washington expressly consents in writing (which may be done by way of email from Goodmans) to an extension of the Outside Date). For the avoidance of doubt, upon closing of the RVO Transaction, Washington shall have no interest (economic or otherwise) in the Diavik Joint Venture or any of the other Transferred Assets.</p>
Termination Rights:	<p>The Monitor and the CCAA Debtor Entities shall be entitled to terminate this Term Sheet if:</p> <ul style="list-style-type: none"> • Washington or the winning bidder (if the winning bidder is not Washington) fails to make the RVO Payment in accordance with the terms hereof; • • the Court does not enter the RVO Order in the form attached as Appendix A (or with only such modifications thereto as may be accepted by Washington or the successful bidder in its sole and absolute discretion), which RVO Order shall become a Final Order on or prior to the Outside Date; • any court or other governmental body shall have issued, enacted, entered, withdrawn, overturned, promulgated or enforced any law, regulation, opinion, guidance or order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Term Sheet; • the RVO Order is set aside on appeal or otherwise; or • the RVO Transaction does not close on or prior to the Outside Date.

	<p>Washington shall be entitled to terminate this Term Sheet if:</p> <ul style="list-style-type: none"> • Washington is not the successful bidder at any Auction; • • the Monitor fails to conduct the Auction (if necessary) in accordance with this Term Sheet; • the Court does not enter the RVO Order or does not enter the RVO Order in a form acceptable to Washington in its sole and absolute discretion; • any court or other governmental body shall have issued, enacted, entered, withdrawn, overturned, promulgated or enforced any law, regulation, opinion, guidance or order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Term Sheet; • the RVO Order does not become a Final Order before the Outside Date; or • the RVO Transaction does not close on or prior to the Outside Date.
Definitive Documentation:	<p>The RVO Transaction shall be implemented pursuant to and by operation of this Term Sheet and the RVO Order, and upon filing of the Monitor’s Closing Certificate. To the extent of any inconsistency between this Term Sheet and the terms of the RVO Order, the terms of the RVO Order shall govern.</p>
Amendment:	<p>This Term Sheet may not be amended, supplemented, amended and restated, modified, or waived except in a writing signed by Washington and the Monitor.</p>
Counterpart execution:	<p>This Term Sheet may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Any executed counterpart signature page to this Term Sheet may be delivered by electronic mail (“e-mail”) or other electronic imaging means, which shall be deemed to be an original for the purposes of this Term Sheet.</p>

Governing Law:	Alberta
Dispute Resolution:	Alberta Court of Queen's Bench

* * *

[Appendix A – Form of RVO Order]

* * *

[Signature Pages]

APPENDIX “O”

Amended RVO (blackline)

Clerk's Stamp:



COURT FILE NUMBER 2001-05630

COURT COURT OF QUEEN'S BENCH OF ALBERTA IN
BANKRUPTCY AND INSOLVENCY

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, DOMINION
FINCO INC., and DOMINION DIAMOND MARKETING
CORPORATION

DOCUMENT **TRANSACTION APPROVAL AND REVERSE VESTING
ORDER**

ADDRESS FOR SERVICE **BENNETT JONES LLP**
AND CONTACT Barristers and Solicitors
INFORMATION OF 4500 Bankers Hall East
PARTY FILING THIS 855 – 2nd Street SW
DOCUMENT Calgary, AB T2P 4K7

Attention: Chris Simard / Kelsey Meyer
Telephone No.: 403-298-4485 / 403-298-3323
Fax No.: 403-265-7219

**DATE ON WHICH
ORDER WAS
PRONOUNCED:** ~~FRIDAY, OCTOBER 15,~~ TUESDAY, NOVEMBER 9, 2021

**LOCATION OF
HEARING OR TRIAL** CALGARY COURTS CENTRE

**NAME OF JUDGE WHO
MADE THIS ORDER:** THE HONOURABLE MADAM JUSTICE K.M. EIDSVIK

UPON THE APPLICATION of FTI Consulting Canada Inc. in its capacity as the Court-appointed monitor (the “**Monitor**”) in these proceedings (the “**CCAA Proceedings**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an order (this “**Order**”), *inter alia*, approving the transaction (the “**Transaction**”) contemplated by the Definitive Term Sheet for RVO Transaction (as it may be amended in accordance with this Order, the “**Agreement**”) between the Monitor and Washington Diamond Investments Holdings II, LLC (“**Washington**”), a copy of which is attached as Appendix “**C**” to the [\[Supplement to the\]](#) Sixteenth Report of the Monitor dated October 6, 2021, filed (the “**Monitor’s Report**”) and vesting the Transferred Assets, subject to the Claims and Encumbrances, to the Monitor in trust for the benefit of the creditors of the Dominion Entities (the “**Creditor Trust**”);

AND UPON READING the Monitor’s Report; AND UPON hearing the submissions of counsel for the Monitor, Washington and such other counsel as were present;

IT IS ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of the application for this Order and the Monitor’s Report is hereby abridged and deemed good and sufficient, no other Person is required to have been served with notice of this application, and this application is properly returnable today.

DEFINED TERMS

2. The following capitalized terms used in this Order shall have the following meanings:
 - (a) “**Applicants**” means the applicant debtor companies in these proceedings;
 - (b) “**Claims**” means all claims, liabilities, indebtedness, actions, causes of action, demands, judgments, executions, assessments or reassessments, damages, losses, expenses, commitments and obligations of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, due or not yet due,

in law or equity and whether based in statute or otherwise) whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, or otherwise;

- (c) “**Closing Payment**” means a cash payment of US\$1,500,000 made by Washington [to the Monitor](#) on closing of the Transaction;
- (d) “**DDM**” means Dominion Diamond Mines ULC;
- (e) “[“Diavik Assets” has the meaning given to it in the Agreement;](#)”
- (f) “**Diavik Joint Venture**” means the unincorporated joint venture arrangement established pursuant to the Diavik Joint Venture Agreement in relation to the diamond mine located approximately 300 kilometres from Yellowknife in the Northwest Territories, Canada, and known as the “Diavik Diamond Mine”;
- (g) ~~(f)~~ “**Diavik Joint Venture Agreement**” means the joint venture agreement dated March 23, 1995 between DDM and Diavik Diamond Mines (2012), Inc. originally entered into between Aber Resources Limited and Kennecott Canada Inc. as of March 23, 1995, as amended from time to time;
- (h) ~~(g)~~ “[“Diavik Liabilities” has the meaning given to it in the Agreement;](#)”
- (i) “**Dominion Entities**” means, collectively, (i) Washington Diamond Investments, LLC, (ii) Dominion Diamond Holdings, LLC, (iii) DDM, and (iv) Dominion Diamond Marketing Corporation, each of which is a “**Dominion Entity**”;
- (j) ~~(h)~~ “**Encumbrances**” means all security interests or similar interests, hypothecations, pledges, mortgages, deeds, deeds of trust, liens, encumbrances, trusts (including statutory, constructive or deemed trusts), reservations of ownership, royalties, leases, options, rights including rights of pre-emption or first refusal, privileges, interests, assignments, easements, rights of way, encroachments, restrictive covenants, actions, demands, judgments, executions, levies, taxes, writs of enforcement, proxies, voting trusts or agreements, transfer restrictions under any shareholder agreement or similar agreement, charges,

conditional sales or other title retention agreements or other impositions, restrictions on transfer or use of any nature whatsoever 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:

- (i) any encumbrances or charges created by the Initial Order or any other orders granted in the within CCAA Proceedings;
- (ii) any charges, security interests or claims evidenced by registration, filing or publication pursuant to the *Personal Property Security Act*, SNWT 1994, c. 8 (NWT); the *Personal Property Security Act*, RSO 1990, c. P.10 (Ontario); the *Personal Property Security Act*, RSA 2000, c. P-7 (Alberta); the *Personal Property Security Act*, RSBC 1996, c. 359 (British Columbia); the Uniform Commercial Code (U.C.C.); the *Land Titles Act*, RSNWT 1988, c. 8; the *Northwest Territories Mining Regulation*, SOR/2014-68; and any other personal or real property registry system in any jurisdiction (collectively, “**Security Registrations**”); and
- (iii) any liens or claims of lien under the *Miners Lien Act*, RSNWT 1988, c. M-12 (NWT) or the *Garage Keepers’ Lien Act*, RSA 2000, c. G-2 (Alberta);

(k) ~~(j)~~ “**Equity Interest**” means, with respect to a Person, all shares of capital stock, partnership interests, joint venture interests or other equity interests in respect of such Person, or securities convertible into, exchangeable or exercisable for any such shares of capital stock, partnership interests, joint venture interests or other equity interests in respect of such Person;

(l) ~~(k)~~ “**First Lien Agreements**” has the meaning given to it in the Agreement;

(m) “**First Lien Liabilities**” has the meaning given to it in the Agreement;

- (n) ~~(n)~~ **“Initial Order”** means the Initial Order of the Honourable Madam Justice K. Eidsvik dated April 22, 2020, as amended and restated on May 1, 2020, further amended on May 15, 2020, further amended and restated on June 19, 2020, and further amended on March 4, 2021, as it may be further amended, restated or supplemented from time to time;
- (o) ~~(k)~~ **“Intercompany Claim”** means any Claim that is owed by one Dominion Entity to another Dominion Entity, and, for greater certainty, Intercompany Claim does not include the approximately \$92.8 million intercompany indebtedness formerly owing by DDM to Dominion Diamond Canada ULC;
- (p) ~~(j)~~ **“Person”** means any corporation, partnership, joint venture, limited liability company, unlimited liability company, organization, entity, authority (including any Governmental Authority), or natural person;
- (q) ~~(m)~~ **“Retained Assets”** means the right, title and interest of any Dominion Entity in and to the following:
- (i) the organizational documents, corporate books and records, minute books, income tax returns, and corporate seal of such Dominion Entity;
 - (ii) any records that are required by applicable law to be retained by such Dominion Entity;
 - (iii) the tax attributes, including all operating, non-operating, and capital loss balances or carry forwards, of such Dominion Entity;
 - (iv) any Equity Interest in any other Dominion Entity;
 - (v) any Intercompany Claim owing to such Dominion Entity by another Dominion Entity;
 - (vi) all current or former director and officer insurance policies, including all rights, coverage and entitlements thereunder, of such Dominion Entity or

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pursuant to which such Dominion Entity had any rights, coverage or entitlements;

- (vii) the Agreement or this Order with respect to the Transaction; and
- (viii) subject to paragraph 10 of this Order, any other asset, property or undertaking designated as a Retained Asset by Washington in writing to the Monitor prior to the Effective Time;

(r) ~~(n)~~ **“Retained Claims”** means, in respect of a Dominion Entity, the following Claims and any related Encumbrances:

- (i) any Intercompany Claim owing by such Dominion Entity to another Dominion Entity; and
- (ii) subject to paragraph 10 of this Order, any other Claim designated as a Retained Claim by Washington in writing to the Monitor prior to the Effective Time;

(s) ~~(o)~~ **“Transferred Assets”** means all assets, properties, interests and undertakings of the Dominion Entities of any kind or nature whatsoever other than the Retained Assets, which Transferred Assets shall include, without limitation:

- (i) the Closing Payment (in the event that it has been paid to one of the Applicants (and not the Monitor));
- (ii) all right, title and interest of the Dominion Entities in and to the Diavik Assets, including, without limitation, the Diavik Joint Venture Agreement and the Diavik Joint Venture;

(iii) the First Lien Agreements; and

(iv) ~~(iii)~~ all Equity Interests in any Person other than a Dominion Entity, including, without limitation, all Equity Interests in the Transferred Subsidiaries; and

(f) ~~(p)~~ “**Transferred Subsidiaries**” means (i) Dominion Finco Inc., (ii) Dominion Diamond Delaware Company LLC, (iii) Dominion Diamond Canada ULC, and (iv) Dominion Diamond ~~(Cyprus) Limited, (v) Dominion Diamond (Luxembourg) S.a.r.l., (vi) Dominion Diamond (India) Private Limited, and (vii) Dominion Diamond Marketing N.V.~~

APPROVAL OF THE TRANSACTION

3. The Agreement and the Transaction are hereby approved. The execution of the Agreement by the Monitor, on its own behalf and on behalf of the Applicants, is hereby authorized, ratified, confirmed and approved, with such amendments as the Monitor and Washington may deem necessary or desirable. The Monitor and the Applicants are hereby authorized and directed to complete the Transaction subject to the terms of the Agreement, to perform their obligations under the Agreement and any ancillary documents related thereto, and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction. In the event of any conflict between the terms of the Agreement and this Order, this Order shall govern.
4. This Order shall constitute the only authorization required in respect of the Applicants to proceed with and complete the Transaction, and no shareholder, director or other approval in respect of the Dominion Entities shall be required in connection therewith.

VESTING OF TRANSFERRED ASSETS AND CLAIMS AND ENCUMBRANCES

5. Upon delivery of a Monitor’s certificate to Washington substantially in the form set out in Schedule “A” hereto (the “**Monitor’s Certificate**”), the following shall occur and be deemed to occur commencing at the time of delivery of the Monitor’s Certificate (the “**Effective Time**”) in the following sequence:
 - (a) all right, title and interest of the Dominion Entities in and to the Transferred Assets shall be transferred to and shall vest absolutely and exclusively without recourse in the Creditor Trust;

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- (b) all Claims and Encumbrances in respect of the Dominion Entities other than the Retained Claims shall be transferred to and assumed by and shall vest absolutely and exclusively without recourse in the Creditor Trust, and (i) such Claims and Encumbrances shall continue to attach to the Transferred Assets with the same nature and priority as they had immediately prior to the Effective Time, (ii) such Claims and Encumbrances equal to the fair market value of the Transferred Assets shall be transferred to and assumed by the Creditor Trust in consideration of the Transferred Assets, and (iii) the remaining Claims and Encumbrances shall be transferred to and assumed by the Creditor Trust for no consideration as part of, and to facilitate, the implementation of the Transaction and the conclusion of these CCAA proceedings;
- (c) all Claims and Encumbrances other than the Retained Claims shall be irrevocably and forever expunged, released and discharged as against the Dominion Entities and the Retained Assets;
- (d) without limiting subparagraph 5(c), any and all Security Registrations against any Dominion Entity (other than any Security Registrations in respect of a Retained Claim) shall be and are hereby forever released and discharged as against such Dominion Entity, and all such Security Registrations shall attach to the Transferred Assets vested in the Creditor Trust and maintain the same attributes, rights, nature, perfection and priority as they had immediately prior to the Effective Time, and no financing change statements in any applicable personal property or other registry system are required to reflect the transfer of and assumption by the Creditor Trust of such Security Registrations; and
- (e) the Dominion Entities shall cease to be Applicants in the CCAA Proceedings and shall be released from the purview of the Initial Order and all other orders of this Court granted in these CCAA Proceedings.

6. As of the Effective Time:

- (a) the Dominion Entities shall continue to hold all right, title and interest in and to the Retained Assets, free and clear of all Claims and Encumbrances other than the Retained Claims; and
 - (b) the Dominion Entities shall be deemed to have disposed of the Transferred Assets and shall have no right, title or interest in or to the Transferred Assets. Without limiting this Order, from and after the Effective Time the Dominion Entities shall not have any right or interest of any kind or nature whatsoever, including any equity or ownership interest, in or with respect to the Diavik Joint Venture, the Diavik Joint Venture Agreement or the Creditor Trust.
- 7. For greater certainty, any Person that, prior to the Effective Time, had a Claim or Encumbrance other than a Retained Claim against the Dominion Entities or their assets, properties or undertakings shall, as of the Effective Time, no longer have any such Claim or Encumbrance against or in respect of the Dominion Entities or the Retained Assets, but shall have an equivalent Claim or Encumbrance, as applicable, against the Transferred Assets to be administered by the Creditor Trust from and after the Effective Time, with the same attributes, rights, security, nature and priority as such Claim or Encumbrance had immediately prior to its transfer to the Creditor Trust, and nothing in this Order limits, lessens, modifies (other than by change in debtor) or extinguishes the Claim or Encumbrance of any Person as against the Transferred Assets to be administered by the Creditor Trust.
- 8. From and after the Effective Time, the Dominion Entities shall be authorized to take all steps as may be necessary to effect the discharge and release as against the Dominion Entities and the Retained Assets of the Claims and Encumbrances that are transferred to and vested in the Creditor Trust pursuant to this Order, including the Security Registrations.
- 9. Upon the delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Dominion Entities, the Retained Assets or the Transferred

Assets (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Monitor’s Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to give effect to the terms of this Order and the completion of the Transaction and to discharge and release all Claims and Encumbrances other than Retained Claims against or in respect of the Dominion Entities and the Retained Assets, and presentment of this Order and the Monitor’s Certificate shall be the sole and sufficient authority for the Governmental Authorities to do so.

10. Washington shall have the right, at any time prior to the Effective Time, by notice in writing to the Monitor and without any adjustment to the Closing Payment, to deem, for all purposes of this Order and the Agreement, (a) any asset, property or undertaking of the Dominion Entities other than the Closing Payment to be a Retained Asset (including any asset, property or undertaking that is otherwise identified herein as a Transferred Asset), (b) any asset, property or undertaking of the Dominion Entities to be a Transferred Asset (including any asset, property or undertaking that is otherwise identified herein as a Retained Asset), and (c) any Retained Claim to be a Claim and Encumbrance that is transferred to and vested in the Creditor Trust and released and discharged as against the Dominion Entities and the Retained Assets. Notwithstanding anything to the contrary in this Order or the Agreement, no First Lien Agreements or Diavik Assets may be designated as Retained Assets and no First Lien Liabilities or Diavik Liabilities may be designated as Retained Claims.

INJUNCTIONS

11. From and after the Effective Time, all Persons shall be absolutely and forever barred, estopped, foreclosed and permanently enjoined from pursuing, asserting, exercising, enforcing, issuing or continuing any steps or proceedings, or relying on any rights, remedies, claims or benefits in respect of or against the Dominion Entities or the Retained Assets, in any way relating to, arising from or in respect of:
 - (a) the Transferred Assets;

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- (b) any and all Claims or Encumbrances other than the Retained Claims against or relating to the Dominion Entities, the Transferred Assets or the Retained Assets existing immediately prior to the Effective Time;
- (c) the insolvency of the Dominion Entities prior to the Effective Time;
- (d) the commencement or existence of the CCAA Proceedings; or
- (e) the completion of the Transaction.

CREDITOR TRUST

12. The Creditor Trust created pursuant to this Order shall be named the “Dominion Residual Asset Trust”. The Creditor Trust shall be instituted and administered in accordance with the Trust Settlement attached as **Schedule "B"** hereto.

13. At the Effective Time, the style of cause for these proceedings shall be changed to:

IN THE MATTER OF THE COMPANIES’ CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF THE ADMINISTRATION OF THE
DOMINION RESIDUAL ASSET TRUST

14. The administration of the Creditor Trust shall remain subject to the Court’s oversight and these proceedings. The Initial Order and the Order (Expansion of Monitor’s Powers) of this Court dated January 27, 2021 (the “**Expanded Powers Order**”) shall apply *mutatis mutandis* to the Creditor Trust, the Transferred Assets and the Monitor.

15. In addition to and without limiting the rights and protections afforded to the Monitor pursuant to the CCAA, the Initial Order and the Expanded Powers Order, the Monitor and its employees and representatives shall not incur any liability as a result of acting in accordance with this Order or administering the Creditor Trust, save and except for any gross negligence or wilful misconduct on the part of any such parties.

MISCELLANEOUS

16. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to Washington.

17. Notwithstanding:

(a) the pendency of these proceedings;

(b) any application for a bankruptcy order or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA") or otherwise and any bankruptcy or receivership order issued pursuant to any such application; or

(c) the provisions of any federal or provincial statute,

the execution of the Agreement and the implementation of the Transaction shall be binding on any trustee or other administrator in respect of the Creditor Trust and any trustee in bankruptcy or receiver that may be appointed in respect of any Dominion Entity and shall not be void or voidable by creditors of the Creditor Trust or the Dominion Entities, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation or at common law, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

18. The Monitor, Washington and any other interested party shall be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order and to assist and aid the parties in completing the Transaction.

19. This Court shall retain exclusive jurisdiction to, among other things, interpret, implement and enforce the terms and provisions of this Order, the Agreement and all amendments thereto, in connection with any dispute involving the Dominion Entities or the Creditor

Trust, and to adjudicate, if necessary, any disputes concerning the Dominion Entities or the Creditor Trust related in any way to the Transaction.

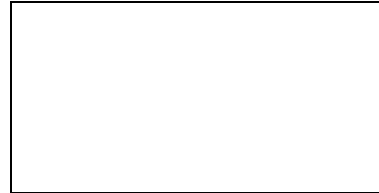
20. This Court hereby requests the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor and the Dominion Entities 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 Dominion Entities and to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order.
21. 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.

Justice of the Court of Queen's Bench of
Alberta

SCHEDULE A

FORM OF MONITOR'S CERTIFICATE

Clerk's Stamp:



COURT FILE NUMBER

2001-05630

COURT

COURT OF QUEEN'S BENCH OF ALBERTA IN
BANKRUPTCY AND INSOLVENCY

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

MONITOR'S CERTIFICATE

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

BENNETT JONES LLP
Barristers and Solicitors
4500 Bankers Hall East
855 – 2nd Street SW
Calgary, AB T2P 4K7

Attention: Chris Simard / Kelsey Meyer
Telephone No.: 403-298-4485 / 403-298-3323
Fax No.: 403-265-7219

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice K. Eidsvik of Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated April 22, 2020, FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of the Applicants

in proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

- B. On ~~October 15,~~November 9, 2021, the Court granted a Transaction Approval and Reverse Vesting Order approving a Definitive Term Sheet for RVO Transaction ~~dated as of ●, 2021~~ (the “**Agreement**”) between the Monitor and Washington Diamond Investments Holdings II, LLC (“**Washington**”) and the transaction completed thereby (the “**Transaction**”).
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Agreement.

THE MONITOR CERTIFIES the following:

1. The Monitor has received the Cash Payment from or on behalf of Washington and the Closing Conditions have been satisfied or waived;
2. The Transaction has been completed to the satisfaction of the Monitor; and
3. This Certificate was delivered by the Monitor at [TIME] on [DATE].

**FTI CONSULTING CANADA INC., in its
capacity as Monitor and not in its personal or
corporate capacity**

Per: _____

Name:

Title:

SCHEDULE B
CREDITOR TRUST SETTLEMENT