

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 C112875
ARRANGEMENT OF DOMINION DIAMOND MINES ULC,
DOMINION DIAMOND DELAWARE COMPANY LLC, DOMINION JP
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
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I hereby certify this to be a true copy of
the original Order
Dated this 16 day of Nov 2021
Jesse Peterson
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: November 16, 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, 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, Arctic Canadian Diamond Company Ltd (“**Arctic Canadian**”) and any other counsel present;

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) 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.
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) each of the Purchaser and Arctic Canadian 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 in the Notice of Civil Claim issued by the Seller against the Purchaser in the Supreme Court of British Columbia, Vancouver Registry, No. S206419 and any counterclaim related thereto (the "**BC Litigation Claim**") and all claims related to the BC Litigation Claim whether advanced in the BC Litigation Claim or not; 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 or Arctic Canadian relating in any way to or in respect of the BC Litigation Claim.

MISCELLANEOUS MATTERS

16. 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. 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. 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. 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

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

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

Dated as of October 6, 2021

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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 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.

9.3 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 "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 November 16, 2021 the Court approved the asset purchase agreement made as of November 16, 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. 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**

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.

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	1429797	10/26/2017	10/26/2022	ALL OF THE DEBTORS' PRESENT AND AFTER 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.	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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
Dominion Diamond Mines ULC					<p>AND ALL "PROCEEDS", 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</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>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;</p> <p>"PARTICIPANTS" MEANS THE PERSONS OR ENTITIES THAT FROM TIME TO TIME HAVE "PARTICIPATING INTERESTS" UNDER THE DIAVIK JVA;</p> <p>"PARTICIPATING INTERESTS" MEANS THE UNDIVIDED BENEFICIAL INTEREST IN THE ASSETS,</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>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 DIAVIK JVA.</p> <p>ALL PROCEEDS, INCLUDING ALL PRESENT AND AFTER ACQUIRED GOODS, INTANGIBLES, MONEY, DOCUMENTS OF TITLE, SECURITIES, CHATTEL</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					PAPER OR INSTRUMENTS (ALL DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) NOW OR HEREAFTER CONSTITUTING PROCEEDS OF ANY OF THE FOREGOING COLLATERAL.

Ontario 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 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.

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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
Arctic Canadian Diamond Company Ltd.					
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	20171025 1309 1590 5016	10/25/2017	10/25/2022	All property except consumer goods.
Dominion Diamond Diavik Limited Partnership Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	20171025 1309 1590 5017	10/25/2017	10/25/2022	All property except consumer goods.
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	20171025 1313 1590 5018	10/25/2017	10/25/2022	All property except consumer goods.

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.	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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
<p>Dominion Diamond Diavik Limited Partnership</p> <p>Dominion Diamond Mines ULC</p>						<p>THERE TO 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 "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</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						<p>"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"</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						<p>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 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</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						<p>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 (ALL DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) NOW OR HEREAFTER CONSTITUTING PROCEEDS OF ANY</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						OF THE FOREGOING COLLATERAL.
Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17102518769	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 Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17102518781	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

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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						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	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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						INSURANCE PROCEEDS.
Dominion Diamond Diavik Limited Partnership Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	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, 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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						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	17102604228	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	17102604276	10/26/2017	10/26/2022	Security Agreement	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						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	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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						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, 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

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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
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 Mines ULC	Wilmington Trust, National Association, as agent	17103144064	10/31/2017	Infinity	Land Charge	N/A

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 Mines ULC Arctic Canadian Diamond Company Ltd.	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, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					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 (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
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 INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	359668K	10/26/2017	10/26/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					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	359466K	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	359454K	10/26/2017	10/26/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE,

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					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, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					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 (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
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 INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
<p>Dominion Diamond Diavik Limited Partnership</p> <p>Dominion Diamond Holdings Ltd.</p>					<p>"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 MANAGER PURSUANT TO THE DIAVIK JVA); THE "DIAVIK JVA" MEANS THE AGREEMENT ENTITLED AS THE DIAVIK JOINT VENTURE AGREEMENT</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>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 THAT FROM TIME TO TIME HAVE "PARTICIPATING INTERESTS" UNDER THE DIAVIK JVA; "PARTICIPATING INTERESTS" MEANS THE</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>UNDIVIDED BENEFICIAL INTEREST IN THE ASSETS, AND ALL RIGHTS AND OBLIGATIONS ARISING UNDER THE DIAVIK JVA OF A PARTICIPANT;</p> <p>"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,</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					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.

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

Lease No.	Owner Name	Interest Claimed By	NTS Map Sheet(S)	District	Claim No.	Claim Name
3539	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 08, 09	NT	F20697	WV 165
3540	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 08, 09	NT	F20696	WV 164
3541	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 08, 09	NT	F20698	WV 166
3710	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 08	NT	F20675	WV 144
3711	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 08	NT	F20676	WV 145
3712	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 08, 09	NT	F20699	WV 167

Lease No.	Owner Name	Interest Claimed By	NTS Map Sheet(S)	District	Claim No.	Claim Name
3713	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 09	NT	F20691	WV 159
3714	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 09	NT	F20692	WV 160
3715	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 09	NT	F20693	WV 161
3716	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 09	NT	F20694	WV 162
3719	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 08	NT	F20982	TR-54
3760	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 08	NT	F20937	TR-9
3761	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 08	NT	F20938	TR-10
3762	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 08	NT	F20939	TR-11
3763	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 08	NT	F20972	TR-44
3764	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 08	NT	FR20973	TR-45
3765	Diavik Diamond Mines (2012) Inc.	Wilmington Trust, National Association	076D 08	NT	FR20974	TR-46

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.