

**AMENDED AND RESTATED
INTERIM FINANCING TERM SHEET**

Dominion Diamond Mines ULC

Dated as of June 15, 2020

WHEREAS the Borrower has requested that the Interim Lenders provide financing to the Borrower during the pendency of the Borrower's proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") commenced before the Court of Queen's Bench of Alberta (the "**Court**") pursuant to an initial order granted on April 22, 2020 (the "**Initial Order**") and in accordance with the terms and conditions set out herein;

AND WHEREAS, parties hereto entered into an interim financing term sheet dated as of May 21, 2020 (the "**Original Term Sheet**") pursuant to which the Interim Lenders agreed to provide financing in order to fund certain obligations of the Credit Parties in order for the Credit Parties to pursue and implement a Permitted Restructuring Transaction pursuant to and in accordance with the SISP;

AND WHEREAS, the parties hereto wish to amend and restate the Original Term Sheet;

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

- BORROWER:** Dominion Diamond Mines ULC, an unlimited liability company formed under the laws of British Columbia (the "**Borrower**").
- INTERIM LENDERS** Those lenders identified on Schedule "**F**" hereto (the "**Interim Lenders**"). Schedule "**F**" may be amended from time to time with the consent of Washington Diamond in its sole and absolute discretion; it being understood and agreed that each Existing Credit Facility Lender as of the date of this Term Sheet is acceptable to Washington Diamond in its sole and absolute discretion; *provided, however*, that, at no time, shall the Commitment (as defined herein) held by the Existing Credit Facility Lenders (or any party other than Washington Diamond) exceed 34% of total Commitments. The amount of total funding Commitments (the "**Commitments**") of each Interim Lender, and such Interim Lender's proportion of the total Commitments are identified on Schedule F hereto. All obligations of the Interim Lenders hereunder and in connection with the Interim Facility are several, and not joint or joint and several.

If any Interim Lender is a Defaulting Lender, or if any Interim Lender is a Non-Consenting Lender, then Washington Diamond may, at its sole expense and effort, upon notice to such Interim Lender, require such Interim Lender to assign and delegate, without recourse, all its interests, rights and obligations under this Term Sheet to Washington Diamond (if Washington Diamond accepts such assignment) or another Interim Lender acceptable to Washington Diamond in its sole and absolute discretion (if such Interim Lender accepts such assignment), provided that such Defaulting Lender or Non-Consenting Lender shall have received, in connection with such assignment, payment of an amount equal to the outstanding Interim Financing Obligations payable to it hereunder from the

assignee (to the extent of outstanding principal and accrued interest) or the Borrower (in the case of all other outstanding Interim Financing Obligations owing to such Defaulting Lender or Non-Consenting Lender). Upon any such assignment, Schedule “F” shall be deemed to be amended as required to reflect such assignment.

3. **GUARANTORS:** Each party that guarantees (collectively, the “**Guarantors**”, and together with the Borrower, the “**Credit Parties**”) the obligations of the Credit Parties under this Term Sheet (the “**Interim Financing Obligations**”), which parties are set forth on Schedule D hereof.

The Credit Parties subject to the CCAA Proceedings are sometimes collectively referred to herein as the “**CCAA Applicants**”.

4. **DEFINED TERMS:** Unless otherwise defined herein, capitalized words and phrases used in this Term Sheet have the meanings given thereto in Schedule “A”.

5. **INTERIM FACILITY;
DRAWDOWNS:** A senior secured, superpriority, debtor-in-possession, interim, non-revolving credit facility (the “**Interim Facility**”) up to a maximum principal amount of US\$60 million (as such amount may be reduced from time to time pursuant to the terms hereof, the “**Facility Amount**”), subject to the terms and conditions contained herein.

The Interim Facility shall be made available to the Borrower by way of up to six (6) advances (each an, “**Advance**”) which, in the aggregate, shall not exceed the Facility Amount. The timing for each Advance shall be determined based on the funding needs of the Borrower as set forth in the DIP Budget and as such draw amounts are agreed to by the Required Interim Lenders and the Credit Parties. Each Advance (other than the final Advance) shall be in a principal amount of not less than US\$2,000,000.

Each Advance shall be deposited by the applicable Interim Lenders into the Operating Account within two (2) Business Days of the date on which the Borrower delivers to the Interim Lenders an Advance request certificate in the form of Schedule “B” (an “**Advance Request Certificate**”), provided that, in the determination of the Interim Lenders, the Advance Conditions are satisfied as of the date on which such Advance Request Certificate is delivered and remain satisfied on the date of such Advance. Each Interim Lender’s obligations are several and not joint or joint and several.

With respect to Advances to be used to make Permitted Payments on account of obligations that accrue prior to September 30, 2020 (the “**Phase 1 and Phase 2 Advances**”), each Interim Lender shall fund solely its pro rata share of each Phase 1 and Phase 2 Advance based on such Interim Lender’s share of the total Commitments in respect of Phase 1 and Phase 2 Advances set out in Part I of Schedule “F”. With respect to Advances to be used to make Permitted Payments on account of obligations that accrue on or after October 1, 2020 through the Outside Date (“**October Advances**”), Washington Diamond, in its capacity as Interim Lender, shall fund any such Advances.

The Advance Request Certificate shall certify that (i) all representations and

warranties of the Credit Parties contained in this Term Sheet remain true and correct in all material respects both before and after giving effect to the use of such proceeds and (ii) no Default or Event of Default then exists and is continuing or would result therefrom.

Each Advance Request Certificate shall be deemed to be acceptable and shall be honoured by the Interim Lenders unless the Required Interim Lenders have objected thereto in writing, providing reasons for the objection, by no later than 1:00 p.m. Eastern Time on the second Business Day following the delivery of such Advance Request Certificate. A copy of each Advance Request Certificate shall be concurrently provided to Interim Lenders and the Monitor.

6. **PURPOSE AND PERMITTED PAYMENTS:**

The Credit Parties shall use proceeds of the Interim Facility solely for the following purposes and in the following order, in each case in accordance with the DIP Budget and for the purpose of advancing and implementing a Permitted Restructuring Transaction pursuant to and in accordance with the SISP:

- (a) to pay the reasonable and documented legal and financial advisory fees and expenses of (i) the Credit Parties, subject to the DIP Budget (ii) the Monitor (i.e. the Monitor's fees and those of its legal counsel), subject to the DIP Budget, (iii) the Interim Lenders, subject to the DIP Budget and (iv) the Existing Credit Facility Lenders, subject to the DIP Budget, in each case pursuant to the terms hereof, it being acknowledged by the Credit Parties and the Interim Lenders that those fees and expenses incurred to the date hereof and those provided for in the DIP Budget as of the date hereof are reasonable;
- (b) to pay the interest, fees and other amounts owing to the Interim Lenders under this Term Sheet;
- (c) to pay any interest accruing under the Existing Credit Facility in the ordinary course; and
- (d) to fund, in accordance with the DIP Budget, the Credit Parties' operating expenditures during the Restructuring Proceedings in pursuit of a Permitted Restructuring Transaction pursuant to and in accordance with the SISP, including the working capital and other general corporate funding requirements of the Credit Parties during such period (the amounts set forth in these subsections (a) through (d), collectively, the "**Permitted Payments**").

For greater certainty, the Credit Parties may not use the proceeds of the Interim Facility to pay any obligations of the Credit Parties arising or relating to the period prior to the Filing Date without the prior written consent of (x) the Required Interim Lenders in their sole and absolute discretion and (y) the Existing Credit Facility Agent (such consent not to be unreasonably withheld) unless the payment of such pre-Filing Date obligations are specifically identified in the approved DIP Budget and

authorized pursuant to the Amended Initial Order or any subsequent Court Order.

7. **ADVANCE
CONDITIONS**

The Interim Lenders' agreement to make the Facility Amount available to the Borrower and to advance any Advance to the Borrower is subject to the satisfaction, as determined by the Required Interim Lenders, of each of the following conditions precedent (collectively, the "**Advance Conditions**"), each of which is for the benefit of the Interim Lenders and may be waived by the Required Interim Lenders in their sole and absolute discretion:

- (a) The Initial Order shall have remained in effect until the issuance of the Amended Initial Order;
- (b) The Credit Parties shall have executed and delivered this Term Sheet, the Guarantee and such other Credit Documents as the Required Interim Lenders may reasonably request.
- (c) The Credit Parties' cash management system shall continue in the manner approved by the Initial Order, unless otherwise consented to by (x) the Required Interim Lenders and (y) the Existing Credit Facility Agent in each case in their reasonable discretion.
- (d) The Court shall have issued an amended and restated version of the Initial Order or a further amended and restated version of the Initial Order (as it may be amended, the "**Amended Initial Order**") in form and substance acceptable to the Required Interim Lenders, in their reasonable discretion; *provided, however*, the (x) Required Interim Lenders, in their sole and absolute discretion and (y) Existing Credit Facility Agent (acting reasonably) must be satisfied with any provision of the Amended Initial Order (or any subsequent Court Order) relating to the Interim Facility, the SISP or the Stalking Horse Transaction. The Amended Initial Order shall, without limitation, (i) approve this Term Sheet (subject only to such modifications as may be acceptable to the Supermajority Interim Lenders and the Existing Credit Facility Agent in their sole and absolute discretion), (ii) authorize the Borrower to borrow up to the Facility Amount under the Interim Facility, (iii) grant the Interim Lenders a priority charge (the "**Interim Lenders' Charge**") on the CCAA Applicants' Collateral as security for all Interim Financing Obligations, which Interim Lenders' Charge shall have priority over all Liens on the CCAA Applicants' Collateral other than as set forth in Section 11 hereof, and (iv) approve the SISP on terms acceptable to the (x) Required Interim Lenders, in their sole and absolute discretion and (y) Existing Credit Facility Agent (acting reasonably).
- (e) The Credit Parties shall be acting in accordance with the SISP.
- (f) The Amended Initial Order and the Recognition Order, if applicable, shall not have been stayed, vacated or otherwise amended, restated or modified in respect of any amendment,

relating to the Interim Facility, the SISP, the Stalking Horse Transaction or any other matter that affects the Interim Lenders, without the written consent of the (x) Required Interim Lenders, in their sole and absolute discretion and (y) Existing Credit Facility Agent (such consent not to be unreasonably withheld).

- (g) There shall be no Liens ranking (a) in priority to the Interim Lenders' Charge over the CCAA Applicants' Collateral other than the Permitted Priority Liens or (b) *pari passu* with the Interim Lenders' Charge over the CCAA Applicants' Collateral other than the SISP Advisor Charge.
- (h) No Default or Event of Default shall have occurred or will occur as a result of the requested Advance.
- (i) The Borrower shall have delivered an Advance Request Certificate in respect of such Advance.
- (j) The applicable Credit Parties shall have executed an Asset Purchase Agreement with an entity managed by an affiliate of Washington Diamond with respect to the Stalking Horse Transaction, *provided* that this condition shall not apply to the initial Advance if such initial Advance is an amount less than or equal to US\$10,000,000.

8. **COSTS AND EXPENSES**

The Borrower shall reimburse the Interim Lenders and the Existing Credit Facility Agent for all reasonable fees and expenses incurred (including reasonable and documented legal, financial advisory and professional fees and expenses on a full indemnity basis) (the "**Interim Lender Expenses**") by the Interim Lenders or any of their affiliates and the Existing Credit Facility Agent in connection with the negotiation, development, and implementation of Interim Facility (including the administration of the Interim Facility). The Interim Lender Expenses shall form part of the Interim Financing Obligations secured by the Interim Lenders' Charge.

All accrued and unpaid Interim Lender Expenses as at the date of any Advance shall be paid in full through deduction from such Advance. All accrued and unpaid Interim Lender Expenses incurred prior to the first Advance (including those incurred prior to the Filing Date) shall be paid in full through deduction from the first Advance.

9. **INTERIM FACILITY SECURITY:**

All Interim Financing Obligations shall be secured by the Interim Lenders' Charge. The Required Interim Lenders may, in their reasonable discretion (i) require the execution, filing or recording of any mortgages, security agreements, pledge agreements, control agreements, financing statements or other documents or instruments, or (ii) take possession or control of any Collateral of the Credit Parties, to the extent it is necessary to do so, to obtain and/or perfect its senior secured, superpriority Lien on such Collateral.

10. **INTER-COMPANY**

No intercompany advances may be made unless provided for in the DIP Budget or consented to by the Required Interim Lenders, in their sole and

- ADVANCES:** absolute discretion.
11. **PERMITTED LIENS AND PRIORITY:** All of the Credit Parties' Collateral and the property of the Credit Parties' subsidiaries will be free and clear of all Liens except for Permitted Liens. Except as set forth below, the Interim Lenders' Liens and the Interim Lenders' Charge shall have priority over all Liens on the CCAA Applicants' Collateral.
- (a) The Permitted Priority Liens shall be senior to any Liens of the Interim Lenders or the Existing Credit Facility Agent in any of the Collateral.
 - (b) The Liens of the Existing Credit Facility Agent in the Interim Facility Priority Collateral to secure the Funded First Lien Facility Obligations shall be senior to the Liens of the Interim Lenders in the Interim Facility Priority Collateral to secure any October Advances (and related interest).
 - (c) The Liens of the Interim Lenders in the Interim Facility Priority Collateral to secure any October Advances (and related interest), shall be senior to any Liens of the Existing Credit Facility Agent to secure the First Lien Facility LC Obligations.
12. **MONITOR:** The monitor in the CCAA Proceedings shall remain FTI Consulting Canada, Inc. (the "**Monitor**").
13. **REPAYMENT:** The Interim Facility and the Interim Financing Obligations shall be due and repayable in full on the earlier of: (i) the occurrence of any Event of Default which is continuing and has not been cured; (ii) the completion of a Restructuring Transaction; (iii) the conversion of the CCAA Proceedings into a proceeding under the *Bankruptcy and Insolvency Act* (Canada); (iv) the closing of a Successful Bid (as defined in the SISP); (v) the sale of all or substantially all of the CCAA Applicants' collateral; and (vi) the Outside Date (the earliest of such dates being the "**Maturity Date**"). The Maturity Date may be extended from time to time at the request of the Borrower and with the prior written consent of each Interim Lender for such period and on such terms and conditions as each Interim Lender may agree in its sole and absolute discretion.
- Without the consent of each Interim Lender in its sole and absolute discretion, no Court Order sanctioning a Plan shall discharge or otherwise affect in any way the Interim Financing Obligations, other than after the permanent and indefeasible payment in cash to the Interim Lenders of all Interim Financing Obligations on or before the date such Plan is implemented.
14. **DIP BUDGET AND VARIANCE REPORTING:** Attached hereto as Schedule "C" is a copy of the agreed summary DIP Budget (excluding the supporting documentation provided to the Interim Lenders in connection therewith) as in effect on the date hereof (the "**Initial DIP Budget**"), which the Interim Lenders acknowledge and agree is in form and substance satisfactory to the Interim Lenders and the Existing

Credit Facility Agent. Such DIP Budget shall be the DIP Budget referenced in this Term Sheet unless and until such time as a revised DIP Budget has been approved by the Required Interim Lenders and the Existing Credit Facility Agent in accordance with this Section 14.

(A) At the written request of the Required Interim Lenders (including by email), (B) at the election of the Borrower, or (C) upon a material change, or a material change reasonably anticipated by the Borrower, to any item set forth in the DIP Budget, the Borrower shall update and propose a revised 13-week DIP Budget to the Interim Lenders and the Existing Credit Facility Agent (the “**Updated DIP Budget**”). The Required Interim Lenders may make such request up to once every two weeks, and if such request is made, the Borrower shall submit the Updated Budget no later than five (5) Business Days following receipt of the request. Such Updated DIP Budget shall have been reviewed and approved by the Monitor, prior to submission to the Interim Lenders. If (a) the Required Interim Lenders, in their sole and absolute discretion, or (b) the Existing Credit Facility Agent, in its reasonable discretion, determine that the Updated DIP Budget is not acceptable, they shall, within three (3) Business Days of receipt thereof, provide written notice to the Borrower and the Monitor stating that the Updated DIP Budget is not acceptable and setting out the reasons why such Updated DIP Budget is not acceptable, and until the Borrower has delivered a revised Updated DIP Budget acceptable to (a) the Required Interim Lenders in their sole and absolute discretion, and (b) the Existing Credit Facility Agent, in its reasonable discretion, the prior DIP Budget shall remain in effect.

At any time, the Updated DIP Budget is accepted by the Required Interim Lenders and the Existing Credit Facility Agent, such Updated Budget shall be the DIP Budget for the purpose of this Term Sheet.

On or before 3:00 p.m. Eastern Time on the Friday of every second week, (provided that such day is a Business Day and, if not, on the next Business Day) the Borrower shall deliver to the Monitor, the Interim Lenders, the Existing Credit Facility Agent, and their legal and financial advisors a variance calculation (the “**Variance Report**”) setting forth actual receipts and disbursements for the preceding two weeks (each a “**Testing Period**”) as against the then-current DIP Budget, and setting forth all the variances, on a line-item and aggregate basis in comparison to the amounts set forth in respect thereof for such Testing Period in the DIP Budget; each such Variance Report to be promptly discussed with the Interim Lenders, the Existing Credit Facility Agent, and their legal and financial advisors, if so requested. Each Variance Report shall include reasonably detailed explanations for any material variances during the relevant Testing Period.

15. **EVIDENCE OF INDEBTEDNESS:**

The Interim Lenders’ accounts and records constitute, in the absence of manifest error, *prima facie* evidence of the indebtedness of the Borrower to the Interim Lenders pursuant to the Interim Facility. Each Interim Lender may, from time to time, require the Borrower to execute and deliver promissory notes evidencing the Borrower’s liability hereunder to each

such Interim Lender.

16. **PREPAYMENTS:** Provided the Monitor (i) is satisfied that the Credit Parties have sufficient cash reserves to satisfy (a) amounts secured by any Permitted Priority Liens (other than those Permitted Priority Liens identified in subsections (vi) and (vii) of the definition of “Permitted Priority Liens”) senior to the Interim Lenders’ Charge, and (b) obligations set forth in the DIP Budget that the Credit Parties have incurred from and after the Filing Date for which payment has not been made (collectively, the “**Priority Payables Reserve**”) and (ii) provides its consent, the Borrower may prepay any amounts outstanding under the Interim Facility at any time prior to the Maturity Date. Any amount repaid may not be reborrowed and shall be paid to the Interim Lenders on a pro rata basis. In the event that less than all of the Interim Facility Obligations are repaid using the proceeds of any debt obligations that are secured in whole or in part by Liens in the Collateral, such Liens shall be junior in all respects to the Liens in the Collateral held by the Interim Lenders to secure any remaining Interim Facility Obligations (including those related to any October Advances).

17. **INTEREST RATE:** Interest shall be payable on the aggregate outstanding amount of the Facility Amount that has been advanced to the Borrower from the date of the funding thereof at a rate equal to 5.25% *per annum*, compounded monthly and payable monthly in arrears in cash on the last Business Day of each month, with the first such payment being made on June 30, 2020. Upon the occurrence and during the continuation of an Event of Default, all overdue amounts shall bear interest at the applicable interest rate plus 2% *per annum* payable on demand in arrears in cash. All interest shall be computed on the basis of a 360-day year of twelve 30-day months, provided that, whenever any interest is calculated on the basis of a period of time other than a calendar year, the annual rate of interest to which each rate of interest determined pursuant to such calculation is equivalent for the purposes of the *Interest Act* (Canada) is such rate as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days used in the basis for such determination.

No structuring or transaction fee shall be payable to the Interim Lenders as part of the Interim Facility.

The parties shall comply with the following provisions to ensure that the receipt by the Interim Lenders of any payments under this Term Sheet does not result in a breach of section 347 of the *Criminal Code* (Canada):

- (a) If any provision of this Term Sheet would obligate the Credit Parties to make any payment to the Interim Lenders of an amount that constitutes “interest”, as such term is defined in the *Criminal Code* (Canada) and referred to in this section as “**Criminal Code Interest**”, during any one-year period after the date of the funding of the Facility Amount in an amount or calculated at a rate which would result in the receipt by the Interim Lenders of Criminal Code Interest at a criminal rate (as defined in the *Criminal Code*

(Canada) and referred to in this section as a “**Criminal Rate**”), then, notwithstanding such provision, that amount or rate during such one-year period shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not result in the receipt by the Interim Lenders during such one-year period of Criminal Code Interest at a Criminal Rate, and the adjustment shall be effected, to the extent necessary, as follows:

- (i) *first*, by reducing the amount or rate of interest required to be paid to the Interim Lenders during such one-year period; and
 - (ii) *thereafter*, by reducing any other amounts (other than costs and expenses) (if any) required to be paid to the Interim Lenders during such one-year period which would constitute Criminal Code Interest.
- (b) Any amount or rate of Criminal Code Interest referred to in this section shall be calculated and determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term that any portion of the Interim Facility remains outstanding on the assumption that any charges, fees or expenses that constitute Criminal Code Interest shall be *pro-rated* over the period commencing on the date of the advance of the Facility Amount and ending on the relevant Maturity Date (as may be extended by the Interim Lenders from time to time under this Term Sheet) and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Interim Lenders shall be conclusive for the purposes of such calculation and determination.

18. CURRENCY:

Unless otherwise stated, all monetary denominations shall be in lawful currency of the United States of America and all payments made by the Credit Parties under this Term Sheet shall be in United States dollars. If any payment is received by the Interim Lenders hereunder in a currency other than United States dollars, or, if for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder in any currency (the “**Original Currency**”) into another currency (the “**Other Currency**”), the parties hereby agree, to the fullest extent permitted by Applicable Law, that the rate of exchange used shall be the rate at which the Interim Lenders are able to purchase the Original Currency with the Other Currency after any premium and costs of exchange on the Business Day preceding that on which such payment is made or final judgment is given.

19. MANDATORY REPAYMENTS:

Unless otherwise consented to in writing by (x) Required Interim Lenders and (y) Existing Credit Facility Agent (such consent not to be unreasonably withheld), the Interim Facility shall, subject to retention of the Priority Payables Reserve, be promptly repaid and the Facility Amount shall be permanently reduced upon a sale, realization or disposition of or with respect to any assets or property of the Credit Parties or any of their subsidiaries (including obsolete, excess or worn-out Collateral) (a) out of

the ordinary course of business, including any sale or disposition of working capital assets, equipment, machinery and other operating or fixed assets and realizations of accounts receivable or (b) inventory, including diamond inventory (whether in or out of the ordinary course of business), in each case in an amount equal to the net cash proceeds of such sale, realization or disposition (for greater certainty, net of transaction fees (including, without limitation, shipping expenses and commissions payable in connection with such sale, realization or disposition) and applicable taxes in respect thereof). Any amount repaid may not be reborrowed and shall be paid to the Interim Lenders on a pro rata basis.

20. **REPS AND
WARRANTIES:**

Each of the Credit Parties on a joint and several basis, represents and warrants to the Interim Lenders, upon which the Interim Lenders are relying in entering into this Term Sheet and the other Credit Documents, that:

- (a) The transactions contemplated by this Term Sheet and the other Credit Documents, upon the granting of the Amended Initial Order:
 - (i) are within the powers of such Credit Party;
 - (ii) have been duly executed and delivered by or on behalf of such Credit Party;
 - (iii) constitute legal, valid and binding obligations of the Credit Parties, enforceable against the Credit Parties in accordance with their terms;
 - (iv) do not require any material authorization from, the consent or approval of, registration or filing with, or any other action by, any governmental authority or any third party; and
 - (v) will not violate the charter documents, articles by-laws or other constating documents of such Credit Party or any Applicable Law relating to such Credit Party;
- (b) The business operations of the Credit Parties have been and will continue to be conducted in material compliance with all laws of each jurisdiction in which the business has been or is carried out;
- (c) The Credit Parties own their assets and undertaking free and clear of all Liens other than Permitted Liens;
- (d) Each Credit Party has been duly formed and is validly existing under the law of its jurisdiction of incorporation;
- (e) All Material Contracts are in full force and effect and are valid, binding and enforceable in accordance with their terms and no Credit Party has any knowledge of any material default that has occurred and is continuing thereunder (other than those defaults arising as a result of the commencement of the Restructuring Proceedings) or are not otherwise stayed by the Amended Initial Order and no proceedings have been commenced or threatened to

revoke or amend any Material Contracts;

- (f) The Credit Parties are not aware of any introduction, amendment, repeal or replacement of any law or regulation, not related to the COVID 19 pandemic, being made or proposed which could reasonably be expected to have a material adverse effect on the Credit Parties or their respective businesses;
- (g) There are no agreements of any kind between any Credit Party and any other third party or any holder of debt or equity securities of any Credit Party with respect to any Restructuring Transaction (i) as at the date hereof except for (A) this Term Sheet, (B) the agreement in respect of the Stalking Horse Transaction as of the date hereof, (C) any non-disclosure agreement entered into in connection with or in furtherance of a potential Restructuring Transaction, and (ii) as at any subsequent date, except for (A) any agreement effecting a Replacement Stalking Horse Bid, and (B) any agreement effecting a Successful Bid (other than the Stalking Horse Transaction) each as defined in the SISP and disclosed to the Interim Lenders;
- (h) No Default or Event of Default has occurred and is continuing;
- (i) No Credit Party is required to be registered as an “investment company” under the Investment Company Act of 1940 of the United States;
- (j) No part of the proceeds of the Interim Facility will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that results in a violation of the provisions of Regulation U and Regulation X of the Board of Governors of the Federal Reserve System of the United States; and
- (k) The Credit Parties have disclosed to the Interim Lenders the following with respect to the diamond inventory held by the Credit Parties and/or their subsidiaries (a) the amount and value of such inventory; (b) the location of such inventory; and (c) the amount of insurance coverage for all such inventory, in each case presented in a manner and with detail consistent with the Credit Parties’ ordinary course internal accounting practices. The Credit Parties shall maintain at all times the insurance coverage disclosed to the Interim Lenders.

21. **AFFIRMATIVE COVENANTS:**

Each Credit Party agrees to do, or cause to be done, with respect to itself and each of its subsidiaries, the following:

- (a) (i) Allow representatives or advisors of the Required Interim Lenders and the Existing Credit Facility Agent reasonable access to the books, records, financial information and electronic data rooms of or maintained by the Credit Parties, and (ii) cause management, the financial advisor and/or legal counsel of each Credit Party to

cooperate with reasonable requests for information by the Required Interim Lenders and the Existing Credit Facility Agent and their legal and financial advisors, in each case subject to solicitor-client privilege, all Court Orders and applicable privacy laws, in connection with matters reasonably related to the Interim Facility, the Restructuring Proceedings or compliance of the Credit Parties with their obligations pursuant to this Term Sheet;

- (b) Deliver to the Required Interim Lenders and the Existing Credit Facility Agent the reporting and other information from time to time reasonably requested by it and as set out in this Term Sheet including, without limitation, the Variance Reports at the times set out herein;
- (c) Use the proceeds of the Interim Facility only in accordance with the restrictions set out in this Term Sheet and pursuant to the DIP Budget and the CCAA Orders;
- (d) Comply with the provisions of (i) the Amended Initial Order, the SISP and all other orders of the Court entered in connection with the CCAA Proceedings (each a “**CCAA Order**”) and (ii) to the extent applicable, the Recognition Order and all other orders of the Bankruptcy Court entered in connection with the Chapter 15 Proceedings (each a “**Bankruptcy Court Order**”);
- (e) Preserve, renew and keep in full force its corporate existence;
- (f) Conduct its business in accordance with and otherwise comply with the DIP Budget, subject to the Permitted Variance;
- (g) Promptly notify the Interim Lenders and the Existing Credit Facility Agent of the occurrence of any Default or Event of Default or any event or circumstance that may materially affect the DIP Budget, including any material change in its contractual arrangements or relationships with third parties;
- (h) Comply, in all material respects, with Applicable Law, except to the extent not required to do so pursuant to any Court Order;
- (i) Provide the Required Interim Lenders, the Existing Credit Facility Agent and their respective counsel draft copies of all motions, applications, proposed Court Orders and other materials or documents that any of Credit Parties intend to file in the Restructuring Proceedings at least three (3) Business Days prior to any such filing or, where it is not practically possible to do so within such time, as soon as possible and in any event not less than one (1) day prior to the date on which such motion, application, proposed order or other materials or documents are served on the service list in respect of the applicable Restructuring Proceeding; *provided* that motion materials and similar pleadings that affect the Interim Lenders, the Stalking Horse Transaction or the SISP shall

be reasonably satisfactory to the Required Interim Lenders and the Existing Credit Facility Agent;

- (j) Take all actions necessary or available to defend the Court Orders that affect the Interim Lenders, the Stalking Horse Transaction, the Collateral or the SISP from any appeal, reversal, modifications, amendment, stay or vacating, unless expressly agreed to in writing in advance by the Required Interim Lenders and the Existing Credit Facility Agent in their reasonable discretion;
- (k) Promptly provide notice to the Required Interim Lenders, the Existing Credit Facility Agent and their respective counsel, and keep them otherwise apprised, of any material developments in respect of any Material Contract, and of any material notices, orders, decisions, letters, or other documents, materials, information or correspondence received from any regulatory authority having jurisdiction over the Credit Parties in respect of such Material Contract (other than in each case, routine or administrative materials or correspondence);
- (l) Provide the Required Interim Lenders, the Existing Credit Facility Agent and their respective counsel with draft copies of all material letters, submissions, notices, or other materials or correspondence that any of the Credit Parties intend to file with or submit to any regulatory authority having jurisdiction over the Credit Parties relating to any Material Contract (other than in each case, routine or administrative materials or correspondence), at least three (3) Business Days prior to such submission or filing or, where it is not practically possible to do so within such time, as soon as possible;
- (m) Execute and deliver, or cause each Credit Party (as applicable) to execute and deliver, loan and collateral security documentation (including any guarantees in respect of the Interim Financing Obligations) including, without limitation, such security agreements, financing statements, discharges, opinions or other documents and information, in form and substance satisfactory to the (x) Required Interim Lenders and their counsel and (y) Existing Credit Facility Agent and its counsel;
- (n) Complete all necessary Lien and other searches (other than in the Mining Recorder's Office, Department of Industry, Tourism and Investment of the Government of the Northwest Territories for such time as the same cannot be completed during the COVID-19 pandemic) against the Credit Parties, together with all registrations, filings and recordings wherever the Required Interim Lenders deem appropriate, to satisfy (x) Required Interim Lenders and their counsel and (y) Existing Credit Facility Agent and its counsel that there are no Liens affecting the Credit Parties' Collateral except Permitted Liens;

- (o) At all times maintain adequate insurance coverage of such kind and in such amounts and against such risks as is customary for the business of the Credit Parties with financially sound and reputable insurers in coverage and scope acceptable to the Required Interim Lenders and cause Washington Diamond to be listed as the loss payee or additional insured (as applicable) on such insurance policies;
- (p) Pay all Interim Lender Expenses and expenses of the Existing Credit Facility Agent in accordance with the DIP Budget;
- (q) Promptly upon becoming aware thereof, provide details of the following to the Required Interim Lenders and the Existing Credit Facility Agent:
 - (i) any pending, or threatened claims, potential claims, litigation, actions, suits, arbitrations, other proceedings or notices received in respect of same, against any Credit Party, by or before any court, tribunal, Governmental Authority or regulatory body, which are not stayed by the Amended Initial Order and would be reasonably likely to result, individually or in the aggregate, in a judgment in excess of CDN\$500,000, and
 - (ii) any existing (or threatened in writing) default or dispute with respect to any of the Material Contracts which are not stayed by the Amended Initial Order;
- (r) Strictly comply with the terms of the SISP;
- (s) Deliver the Budgets and Variance Reports required under Section 14;
- (t) In the event that any creditor of any Credit Party or its affiliates or any other party commences or pursues litigation or claims against any Credit Party or any affiliate of any Credit Party in the United States or against property of the Credit Party or its affiliates located in the United States, which the Credit Parties reasonably determine, in consultation with the Required Interim Lenders and the Existing Credit Facility Agent, is not likely to be stayed in the CCAA Proceedings, the applicable Credit Party, in consultation with the Required Interim Lenders and the Existing Credit Facility Agent, shall initiate, or shall cause its affiliate to initiate, proceedings under Chapter 15 of the Bankruptcy Code (the “**Chapter 15 Proceedings**”) in the U.S. Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”). The Credit Parties shall pursue a final order (the “**Recognition Order**”) recognizing the CCAA Proceedings as foreign main proceedings pursuant to the Bankruptcy Code, approving, authorizing and granting the full availability of the Facility Amount and the priority of the Interim Lenders’ Charge on the terms of this Term Sheet, and containing such other relief as the Credit Parties, in consultation with the

Required Interim Lenders and the Existing Credit Facility Agent, determine is necessary, which Recognition Order shall be in form and substance satisfactory to the Required Interim Lenders and the Existing Credit Facility Agent in their reasonable discretion;

- (u) Take all actions necessary or available to defend the subsidiaries of the Credit Parties and their property from any and all material pending and threatened litigation or claims; and

22. **NEGATIVE
COVENANTS:**

The Credit Parties covenant and agree not to do, or cause not to be done, with respect to itself and each of its subsidiaries, the following, other than with the prior written consent of the Required Interim Lenders and the Existing Credit Facility Agent to the extent express consent of the Existing Credit Facility Agent is required below:

- (a) Transfer, lease or otherwise dispose of all or any part of their property, assets or undertaking outside of the ordinary course of business, except for the disposition of obsolete or worn out equipment or assets consistent with past practice, or assets of nominal value and in accordance with the Amended Initial Order and this Term Sheet;
- (b) Make any payment, including, without limitation, any payment of principal, interest or fees, in respect of pre-filing indebtedness, or in respect of any other pre-filing liabilities, including payments with respect to pre-filing trade or unsecured liabilities of the Credit Parties, other than in accordance with the Amended Initial Order or any subsequent Court Order and the DIP Budget provided that the Credit Parties shall pay the Interim Lender Expenses pursuant to the terms of this Term Sheet.
- (c) (i) Create or permit to exist any indebtedness other than (A) the indebtedness existing as of the date of this Term Sheet, (B) the Interim Financing Obligations, (C) post-filing trade payables or other unsecured obligations incurred in the ordinary course of business on or following the Filing Date in accordance with the DIP Budget and the Amended Initial Order, and (D) any obligations (including cash call or reclamation obligations) under any Joint Venture to which any Credit Party is party (ii) make or give any financial assurances, in the form of bonds, letter of credit, financial guarantees or otherwise to any Person or Governmental Authority other than with the prior written consent of (x) the Required Interim Lenders and (y) the Existing Credit Facility Agent, in each case in their sole and absolute discretion;
- (d) Make (i) any distribution, dividend, return of capital or other distribution in respect of equity securities (in cash, securities or other property or otherwise); or (ii) a retirement, redemption, purchase or repayment or other acquisition of equity securities or indebtedness (including any payment of principal, interest, fees or any other payments thereon) other than with the prior written

consent of (x) the Required Interim Lenders and (y) the Existing Credit Facility Agent, in each case in their sole and absolute discretion;

- (e) Make any investments or acquisitions of any kind, direct or indirect, in any business or otherwise other than in accordance with the DIP Budget other than with the prior written consent of the (x) Required Interim Lenders in their sole and absolute discretion and (y) Existing Credit Facility Agent in its reasonable discretion;
- (f) Except as may be otherwise ordered by the Court, pay, incur any obligation to pay, or establish any retainer with respect to the fees, expenses or disbursements of a legal, financial or other advisor of any party, other than (i) the Monitor and its legal counsel, (ii) the respective legal, financial and other advisors of the Credit Parties, the Interim Lenders and the Existing Credit Facility Agent, in each case engaged as of the date hereof, and (iii) such other parties as the Court may expressly order unless such fees, expenses or disbursements, as applicable, are reviewed and confirmed in advance by the (x) Required Interim Lenders and (y) Existing Credit Facility Agent in its reasonable discretion; provided however, in all cases, no fees, expenses, or disbursements shall be paid or reimbursed and no retainer shall be established to fund any challenges or objections to the Interim Facility, the Stalking Horse Transaction (including the sale approval hearing), or the SISF or to fund any litigation or pursuit of claims (including diligence or discovery) against any Interim Facility Lender or any of its affiliates in any capacity;
- (g) Create or permit to exist any Liens on any of its properties or assets other than the Permitted Liens;
- (h) Challenge or fail to support the Liens and claims of the Interim Lenders;
- (i) Create or establish any employee retention plan or similar benefit plan for any employees of any of the Credit Parties, except as reflected in the approved DIP Budget;
- (j) Make any payments or expenditures (including capital expenditures) other than in accordance with the DIP Budget, subject to the Permitted Variance;
- (k) Terminate any Material Contract or amend any Material Contract in any material manner except with the prior consent of the Required Interim Lenders acting reasonably;
- (l) Seek to obtain, or consent to or fail to oppose a motion brought by any other Person for, approval by the Court or the Bankruptcy Court of any Restructuring Transaction other than a Permitted Restructuring Transaction without the prior written consent of the

- (x) Required Interim Lenders and (y) Existing Credit Facility Agent, in each case in their sole and absolute discretion;
- (m) Amalgamate, consolidate with or merge into or sell all or substantially all of their assets to another entity, or change their corporate or capital structure (including their organizational documents) or enter into any agreement committing to such actions except pursuant to (i) a Permitted Restructuring Transaction, or (ii) a Restructuring Transaction other than a Permitted Restructuring Transaction with the prior written consent of the (x) Required Interim Lenders and (y) Existing Credit Facility Agent, in each case in their sole and absolute discretion;
 - (n) Make an announcement in respect of, enter into any agreement or letter of intent with respect to, or attempt to consummate, or support an attempt to consummate by another party, any transaction or agreement outside the ordinary course of business except for a Permitted Restructuring Transaction;
 - (o) Enter into, extend, renew, waive or otherwise modify in any respect the terms of any existing operational arrangement without the prior approval of the Monitor, provided that, where this Term Sheet otherwise contains express provisions or restrictions with respect to particular operational arrangements or categories of operational arrangements, such express provisions or restrictions shall apply;
 - (p) Seek, obtain, support, make or permit to be made any Court Order or any change, amendment or modification to any Court Order in respect of any amendment relating to the Interim Facility, the SISP or any other matter that affects the Interim Lenders, except with the prior written consent of the (x) Required Interim Lenders and (y) Existing Credit Facility Agent, in each case in their sole and absolute discretion or as contemplated by the SISP;
 - (q) Enter into any settlement agreement or agree to any settlement arrangements with any Governmental Authority or regulatory authority in connection with any material litigation, arbitration, other investigations, proceedings or disputes or other similar proceedings which are threatened or pending against any one of them without the prior written consent of the (x) Required Interim Lenders and (y) Existing Credit Facility Agent (such consent not to be unreasonably withheld), or make any payments or repayments to customers outside the ordinary course of business, other than those set out in the DIP Budget;
 - (r) Without the approval of the Court or the prior written consent of the (x) Required Interim Lenders and (y) Existing Credit Facility Agent, in each case in their sole and absolute discretion, cease to carry on their business or any material activities as currently being conducted or modify or alter in any material manner the nature and

type of their operations or business;

- (s) Seek, or consent to the appointment of, a receiver or licensed insolvency trustee or any similar official in any jurisdiction; or
- (t) Use, whether directly or indirectly, and whether immediately, incidentally or ultimately, any proceeds of the Interim Facility for any purpose that results in a violation of the provisions of Regulation U of the Board of Governors of the Federal Reserve System of the United States.

23. **EVENTS OF
DEFAULT:**

The occurrence of any one or more of the following events shall constitute an event of default (each an “**Event of Default**”) under this Term Sheet:

- (a) Failure of the Borrower to pay principal, interest or other amounts when due pursuant to this Term Sheet or any other Credit Documents;
- (b) Failure of any Credit Party to perform or comply with any term, condition, covenant or obligation pursuant to this Term Sheet or any other Credit Document and such failure remains unremedied for more than three (3) Business Days, *provided that*, where another provision in this Section 23 provides for a shorter or no cure period in respect of a particular Event of Default, such other provision shall apply;
- (c) Any representation or warranty by a Credit Party made or deemed to be made in this Term Sheet or any other Credit Document is or proves to be incorrect or misleading in any material respect as of the date made or deemed to be made;
- (d) Issuance of any Court Order (i) dismissing the Restructuring Proceedings or lifting the stay of proceedings therein to permit the enforcement of any security against any Credit Party or their Collateral, the appointment of a receiver, interim receiver or similar official, an assignment in bankruptcy, or the making of a bankruptcy order or receivership order against or in respect of any Credit Party, in each case which order is not stayed pending appeal thereof, and other than in respect of a non-material asset not required for the operations of any Credit Party’s business and which is subject to a Permitted Priority Lien; (ii) granting any other Lien in respect of the CCAA Applicants’ Collateral that is in priority to or *pari passu* with the Interim Lenders’ Charge other than as permitted pursuant to this Term Sheet, (iii) modifying this Term Sheet or any other Credit Document without the prior written consent of the Interim Lenders and the Existing Credit Facility Agent in their sole and absolute discretion; (iv) commencing any proceedings in respect of the Credit Parties pursuant to Chapter 7 or Chapter 11 of the Bankruptcy Code; (v) approving a Restructuring Transaction, other than a Permitted Restructuring Transaction, that has not been previously consented to in writing by the Interim

Lenders and the Existing Credit Facility Agent, (vi) staying, reversing, vacating or otherwise modifying any Court Order relating to the Interim Facility, the SISP or any other matter that affects the Interim Lenders without the prior written consent of the (x) Supermajority Interim Lenders and (y) Existing Credit Facility Agent, in each case in their sole and absolute discretion (except as contemplated by the SISP itself) or (vii) limiting or conditioning the right of the Interim Lenders to credit bid pursuant to Section 32 hereof;

- (e) Unless consented to in writing by the (x) Required Interim Lenders and (y) Existing Credit Facility Agent, the expiry without further extension of the stay of proceedings provided for in the Amended Initial Order;
- (f) (i) a Variance Report or Updated DIP Budget is not delivered when due under this Term Sheet or (ii) in respect of any Testing Period, there shall exist a variance in excess of the Permitted Variance for the period for which the Variance Report is prepared;
- (g) Unless consented thereto in writing by (x) Required Interim Lenders and (y) Existing Credit Facility Agent (such consent not to be unreasonably withheld), the filing by any of the Credit Parties of any motion or proceeding that (i) is not consistent with any provision of this Term Sheet, the Credit Documents, the Amended Initial Order, the Recognition Order (if applicable), or the SISP, as applicable, (ii) could otherwise be expected to have a material adverse effect on the interests of the Interim Lenders, (iii) seeks to continue the CCAA Proceedings under the jurisdiction of a court other than the Court, (iv) seeks to dismiss or convert the Chapter 15 Proceedings (if any), or (v) seeks to initiate any restructuring or insolvency proceedings other than the Restructuring Proceedings in any court or jurisdiction;
- (h) Any proceeding, motion or application shall be commenced or filed by any Credit Party, or if commenced by another party, supported, remain unopposed or otherwise consented to by any Credit Party, seeking approval of any Restructuring Transaction other than a Permitted Restructuring Transaction without the prior written consent of the (x) Required Interim Lenders and (y) Existing Credit Facility Agent;
- (i) The making by any Credit Party of a payment of any kind that is not permitted by this Term Sheet or the Credit Documents or is not in accordance with the DIP Budget, subject to the Permitted Variance;
- (j) Except as stayed by order of the Court or the Bankruptcy Court or consented to by the Required Interim Lenders, a default under, revocation or cancellation of, any Material Contract;

- (k) The denial or repudiation by any Credit Party of the legality, validity, binding nature or enforceability of this Term Sheet or any other Credit Documents;
- (l) Except as stayed by order of the Court, the entry of one or more final judgements, writs of execution, garnishment or attachment representing a claim in excess of CDN\$500,000 in the aggregate, against any Collateral, any Credit Party or any Credit Party's subsidiaries or such subsidiaries' property that is not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within 30 days after their entry, commencement or levy;
- (m) The Credit Parties or their affiliates (including any joint ventures in which the Credit Parties or their affiliates hold an interest) resuming mining operations without the consent of Washington Diamond in its sole and absolute discretion; *provided* that no Event of Default shall be deemed to have occurred based on a continuation of operations at the Diavik mine;
- (n) The Credit Parties or their affiliates resume sales of diamond inventory to third parties; *provided, however*, that no Event of Default will be deemed to have occurred by virtue of a sale of diamond inventory from one Credit Party or an affiliate of a Credit Party to any other Credit Party or an affiliate of a Credit Party; *provided, further, however*, that no Event of Default shall be deemed to have occurred in the event that the Credit Parties or their affiliates undertake any sales of diamond inventory with the prior written consent of Washington Diamond, such consent not to be unreasonably withheld;
- (o) Any Milestone set forth on **Schedule E** hereof shall not be satisfied; or
- (p) The use of any proceeds of the Interim Facility to fund any obligations (including cash call or reclamation obligations) under any Joint Venture to which any Credit Party is party, without the prior written consent of the (x) Required Interim Lenders and (y) Existing Credit Facility Agent, in each case in their sole and absolute discretion.

24. **REMEDIES:**

Upon the occurrence of an Event of Default, and subject to the Court Orders, Washington Diamond may, and at the direction of the Required Interim Lenders shall, on behalf of itself and each of the Interim Lenders, in its sole and absolute discretion, elect to terminate the commitments hereunder and declare the Interim Financing Obligations to be immediately due and payable and refuse to permit further Advances. In addition, upon the occurrence of an Event of Default, Washington Diamond may, on behalf of itself and each of the Interim Lenders, in its sole and absolute discretion, subject to the Court Orders including any notice provision

contained therein:

- (a) apply to a court for the appointment of a receiver, an interim receiver or a receiver and manager over the CCAA Applicants or their Collateral, or for the appointment of a trustee in bankruptcy of the Borrower or any of the other Credit Parties;
- (b) set-off or combine any amounts then owing by any Interim Lender to any Credit Party against the obligations of any of the Credit Parties to any Interim Lender hereunder;
- (c) exercise the powers and rights of a secured party under the Personal Property Security Act (Alberta), or any federal, provincial, territorial or state legislation of similar effect; and
- (d) exercise all such other rights and remedies under this Term Sheet, the Court Orders and Applicable Law.

In the event that, following the exercise of remedies set forth in this Section 24 and provided that Washington Diamond has taken possession of and holds, through an exercise of rights and remedies, any Collateral constituting diamonds, then for a period of 60 days (the “**Initial Holding Period**”), Washington Diamond shall hold such diamonds for the benefit of itself, the other Interim Lenders, the Existing Credit Facility Lenders and the Existing Credit Facility Agent. At all times during and after the Initial Holding Period, subject to the terms of this Section 24, (i) Washington Diamond shall have the right, but not the obligation, to purchase (x) from the remaining Interim Lenders, upon at least five (5) days prior written notice from Washington Diamond to the remaining Interim Lenders (which purchase may be made in the sole and absolute discretion of Washington Diamond), all Interim Financing Obligations held by such remaining Interim Lenders, and (y) from the Existing Credit Facility Lenders, upon at least five (5) days written notice from Washington Diamond to the Existing Credit Facility Agent (which purchase may be made in the sole and absolute discretion of Washington Diamond), all Obligations (as defined in the Existing Credit Agreement) and all Liens securing such Obligations held by such Existing Credit Facility Lenders (the right described in this subparagraph (ii), the “**Washington Diamond Call Right**”), and (ii) the Existing Credit Facility Lenders that are participating in the Interim Facility as Interim Lenders (the “**Participating Credit Facility Interim Lenders**”) shall, upon at least five (5) days prior written notice from such Participating Credit Facility Interim Lenders to Washington Diamond (which purchase may be made in the sole and absolute discretion of the Participating Credit Facility Interim Lenders), have the right, but not the obligation, to purchase from Washington Diamond all (but not less than all) Interim Financing Obligations held by Washington Diamond (the right described in this subparagraph (ii), the “**Participating Credit Facility Interim Lender Call Right**”). The Participating Credit Facility Interim Lenders shall be prohibited from issuing a notice triggering the Participating Credit Facility Interim Lender Call Right if, at the time of issuing such notice, Washington Diamond has issued a notice triggering the Washington Diamond Call

Right. Washington Diamond shall be prohibited from issuing a notice triggering the Washington Diamond Call Right if, at the time of such notice, the Participating Credit Facility Interim Lenders have issued a notice triggering the Participating Credit Facility Interim Lender Call Right.

In addition and subject to the terms of this Section 24, upon the expiration of the Initial Holding Period and at any time thereafter, the Participating Credit Facility Interim Lenders shall be required to, upon at least five (5) days written notice from Washington Diamond to the Existing Credit Facility Agent (which request may be made in the sole and absolute discretion of Washington Diamond), purchase from Washington Diamond all (but not less than all) Interim Financing Obligations held by Washington Diamond at par *plus* any interest, fees, and expenses incurring during and after the Initial Holding Period (the obligation of the Participating Credit Facility Interim Lenders set forth in this paragraph, the “**Participating Credit Facility Interim Lender Put Obligation**”). Washington Diamond or the Participating Credit Facility Interim Lenders (as applicable) shall close any transactions related to the Washington Diamond Call Right, the Participating Credit Facility Interim Lender Call Right, or the Participating Credit Facility Interim Lender Put Obligation as promptly as possible, but in no event later than 10 days following the issuance of the notice triggering such right or obligation.

If the Participating Credit Facility Interim Lender Call Right or the Participating Credit Facility Interim Lender Put Obligation is exercised, the proceeds resulting from recovery from the sale of the Collateral constituting diamonds shall be distributed: (i) first, to all costs and expenses incurred by or on behalf of the Existing Credit Facility Agent; (ii) second, to the Participating Credit Facility Lenders in respect of their pro-rata contributions to the Interim Facility; (iii) third, to the Participating Credit Facility Lenders in respect of their pro rata contributions to the Existing Credit Facility, and (iv) fourth, to the remaining Existing Credit Facility Lenders who are not Participating Credit Facility Interim Lenders in respect of their pro rata contributions to the Existing Credit Facility. If there are no Participating Credit Facility Interim Lenders, the Participating Credit Facility Interim Lender Put Obligation shall be that of the Existing Credit Facility Agent unless the Existing Credit Facility Agent has issued a Diamonds Sale Request in accordance with the terms hereof.

In addition and subject to the terms of this Section 24, upon the expiration of the Initial Holding Period and at any time thereafter, provided that Washington Diamond has not issued a notice triggering the Participating Credit Facility Interim Lender Put Obligation and the Existing Credit Facility Agent has not issued a Diamonds Sale Request, Washington Diamond shall be permitted to liquidate the diamond inventory, with the proceeds being distributed in priority as among the Interim Facility Lender and the Existing Credit Facility Lenders in accordance with the Lien priority provisions hereof. Subject to the immediately preceding sentence, five (5) days prior to any sale of the diamond inventory set forth in this paragraph, Washington Diamond shall issue a written notice to the Existing Credit Facility Agent of Washington Diamonds’ intention to sell such

diamond inventory, during which notice period, the Participating Credit Facility Interim Lenders will be permitted to exercise the Participating Credit Facility Interim Lender Call Right. In the event that the Participating Credit Facility Interim Lender Call Right, to the extent applicable, is not exercised during this five (5) day notice period, such Participating Credit Facility Interim Lender Call Right shall be deemed to have been irrevocably waived.

Notwithstanding the foregoing, during the Initial Holding Period of 60 days, the Existing Credit Facility Agent may issue to Washington Diamond a written notice, requesting Washington Diamond to sell all the diamonds that are Collateral of the Interim Lenders (“**Diamonds Sale Request**”).

Upon the issuance of a Diamonds Sale Request:

- The Participating Credit Facility Interim Lender Call Right, any right of purchase of the Interim Facility Obligations and the Participating Credit Facility Interim Lender Put Obligations shall be void and no longer exercisable;
- Any subordination with respect to the October Advance shall be terminated and the October Advance, if advanced in part or in whole, shall rank equal in priority to all other Interim Facility Obligations; and
- Washington Diamond shall have 10 days to respond to such request, pursuant to which it will either accept or reject the Diamonds Sale Request.

Rejection of Diamonds Sale Request:

- Washington Diamond shall have no liability to the Existing Credit Facility Agent or Existing Credit Facility Lenders in connection with a rejection of the Diamonds Sale Request, including, without limitation, the timing of any future disposition of diamonds, but such rejection shall not relieve Washington Diamond of any obligation under Applicable Law with respect to the manner of disposition of Collateral.

Acceptance of Diamonds Sale Request

- Any disposition of diamonds shall be permitted to be sold in one or more transactions, in Washington Diamond’s sole and absolute discretion, including without limitation, with respect to the timing, process, and manner of such disposition; and
- Washington Diamond shall have no liability of any kind to the Existing Credit Facility Agent or the Existing Credit Facility Lenders with respect to the disposition of any diamonds, including without limitation the timing, process, and manner of disposition, and the Existing Credit Facility Agent and the Existing Credit

Facility Lenders covenant not to sue or otherwise take any action with respect to such disposition, except for any claims that Washington Diamond's conduct with respect to the process and manner of such disposition(s) constitutes gross negligence or willful misconduct.

The Parties acknowledge and agree that any sale of diamonds by auction, and any direct to customer sale in a manner generally consistent with past practice, shall be deemed by all parties to be commercially reasonable.

25. **RIGHT OF REPURCHASE**

In the event that the purchase agreement governing the Stalking Horse Transaction is terminated, the Existing Credit Facility Lenders shall have the right, but not the obligation, to purchase from the Interim Lenders, upon at least five (5) days prior written notice from the Existing Credit Facility Lenders to Washington Diamond (which request may be made in the sole and absolute discretion of the Existing Credit Facility Lenders) either:

- (a) all outstanding Interim Facility Obligations (including, for the avoidance of doubt, any accrued and unpaid interest, expenses and fees as of the date of such purchase); or
- (b) a portion of the Advances made by the Interim Lenders, together with a ratable portion of accrued and unpaid interest, expenses and fees associated with such Advances (such purchase, a "**Partial Purchase**").

In the Event of a Partial Purchase, any remaining Interim Facility Obligations shall be senior in priority in all respects relative to any financing used to facilitate such Partial Purchase.

26. **INDEMNITY AND RELEASE:**

The Credit Parties agree, on a joint and several basis, to indemnify and hold harmless each of the Interim Lenders and their respective directors, officers, employees, agents, attorneys, counsel and advisors (all such persons and entities being referred to hereafter as "**Indemnified Persons**") from and against any and all actions, suits, proceedings, claims, losses, damages, liabilities or expenses of any kind or nature whatsoever (excluding indirect or consequential damages and claims for lost profits) which may be incurred by or asserted against any Indemnified Person (collectively, "**Claims**") as a result of or arising out of or in any way related to the Interim Facility or this Term Sheet and, upon demand, to pay and reimburse any Indemnified Person for any reasonable legal or other expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding or claim; *provided, however*, the Borrower and other Credit Parties shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any loss, claim, damage, expense or liability (x) to the extent it resulted from the gross negligence, wilful misconduct or bad faith of the applicable Indemnified Person as finally determined by a court of competent jurisdiction, or (y) to the extent arising from any dispute solely among Indemnified Persons other than any Claims arising out of any act or omission on the part of the Borrower or the other Credit Parties. None of the Interim Lenders, the

Indemnified Persons, nor the Credit Parties shall be responsible or liable to any other person for consequential or punitive damages.

Notwithstanding anything to the contrary herein, the indemnities granted under this Term Sheet shall survive any termination of the Interim Facility.

27. TAXES:

All payments by the Borrower and any other Credit Parties under this Term Sheet to the Interim Lenders, including any payments required to be made from and after the exercise of any remedies available to the Interim Lenders upon an Event of Default, shall be made free and clear of, and without reduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any kind or nature whatsoever or any interest or penalties payable with respect thereto now or in the future imposed, levied, collected, withheld or assessed by any Governmental Authority country or any political subdivision of any country (collectively “**Taxes**”); provided, however, that if any Taxes are required by Applicable Law to be withheld (“**Withholding Taxes**”) from any amount payable to any Interim Lender under this Term Sheet, the amount so payable to such Interim Lender shall be increased by an amount necessary to yield to such Interim Lender on a net basis after payment of all Withholding Taxes, the amount payable under this Term Sheet at the rate or in the amount specified herein and the Borrower shall provide evidence satisfactory to such Interim Lender that the Taxes have been so withheld and remitted.

If the Credit Parties pay an additional amount to an Interim Lender to account for any deduction or withholding, such Interim Lender shall, at the sole cost and expense of the Credit Parties, reasonably cooperate with the applicable Credit Parties to obtain a refund of the amounts so withheld and paid to the Interim Lender. Any refund of an additional amount so received by such Interim Lender, without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund which such Interim Lender determines in its sole discretion will leave it, after such payment, in no better or worse position than it would have been if no additional amounts had been paid to it), net of all out of pocket expenses of such Interim Lender, shall be paid over by such Interim Lender to the applicable Credit Parties promptly. If reasonably requested by the Credit Parties, such Interim Lender shall apply to the relevant Governmental Authority to obtain a waiver from such withholding requirement, and such Interim Lender shall reasonably cooperate, at the sole cost and expense of the Credit Parties, with the applicable Credit Parties and assist such Credit Parties to minimize the amount of deductions or withholdings required. The Credit Parties, upon the request of such Interim Lender, shall repay any portion of the amount repaid by such Interim Lender pursuant to this Section 27 (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such Interim Lender is required to repay such portion of the refund to such Governmental Authority. This Section 27 shall not be construed to require any of the Interim Lenders to make available its tax returns (or any other information relating to its Taxes that it deems confidential) to any Credit Party or any other Person. The Interim Lenders shall not by virtue of anything in this

Term Sheet or any other Credit Document be under any obligation to arrange its tax affairs in any particular manner so as to claim any refund on behalf of the Credit Parties.

28. **FURTHER ASSURANCES:** The Credit Parties shall, at their expense, from time to time do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) and things as the Required Interim Lenders may reasonably request for the purpose of giving effect to this Term Sheet.
29. **ENTIRE AGREEMENT; CONFLICT:** This Term Sheet, including the schedules hereto and any other Credit Documents delivered in connection with this Term Sheet, constitute the entire agreement between the parties relating to the subject matter hereof.
30. **AMENDMENTS, WAIVERS, ETC.:** No waiver or delay on the part of the Interim Lenders in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing (including by e-mail) by the Required Interim Lenders, the Supermajority Interim Lenders, Washington Diamond, the Existing Credit Facility Agent, or each Interim Lender (as applicable) and delivered in accordance with the terms of this Term Sheet, and then such waiver shall be effective only in the specific instance and for the specific purpose given.
31. **ASSIGNMENT:** Subject to the consent of Washington Diamond (not to unreasonably withheld), any Interim Lender may assign this Term Sheet and its rights and obligations hereunder, in whole or in part, to any affiliate of an Interim Lender in its discretion (subject in all cases to (i) providing the Monitor and the other Interim Lenders with reasonable evidence that such assignee has the financial capacity to fulfill the obligations of such Interim Lender hereunder, and (ii) the assignee providing notice to the Credit Parties to confirm such assignment). Neither this Term Sheet nor any right or obligation hereunder may be assigned by any Credit Party.
32. **CREDIT BIDDING:** In any sale of any Credit Party's Collateral, Washington Diamond, on behalf of itself and each of the other Interim Lenders shall be permitted, in its sole and absolute discretion, to credit bid up to the full amount of the then outstanding Interim Financing Obligations; *provided* that, prior to making any such credit bid, Washington Diamond shall obtain the prior consent of the Existing Credit Facility Agent, such consent not to be unreasonably withheld; *provided further* that such consent shall not be required for any credit bid submitted by any affiliate of Washington Diamond in connection with the Stalking Horse Transaction or any substantially similar transaction, subject to the repayment in full in cash of any Advances (plus accrued interest, expenses, and fees) held by Interim Lenders other than Washington Diamond and its affiliates.
33. **SEVERABILITY:** Any provision in this Term Sheet which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

34. **NO THIRD PARTY BENEFICIARY:** No person, other than the Credit Parties, the Interim Lenders and the Indemnified Persons, is entitled to rely upon this Term Sheet and the parties expressly agree that this Term Sheet does not confer rights upon any other party.
35. **COUNTERPARTS AND SIGNATURES:** This Term Sheet may be executed in any number of counterparts and by electronic transmission including “pdf email”, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.
36. **NOTICES:** Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent email to the such Person at its address set out on its signature page hereof, with a copy to counsel. Any such notice, request or other communication hereunder shall be concurrently sent to the Monitor and its counsel.
- Any such notice shall be deemed to be given and received when received, unless received after 5:00 p.m. Eastern Time or on a day other than a Business Day, in which case the notice shall be deemed to be received the next Business Day.
37. **ENGLISH LANGUAGE:** The parties hereto confirm that this Term Sheet and all related documents have been drawn up in the English language at their request. *Les parties aux présentes confirment que le présent acte et tous les documents y relatifs furent rédigés en anglais à leur demande.*
38. **GOVERNING LAW AND JURISDICTION:** This Term Sheet shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein. Without prejudice to the ability of the Interim Lender to enforce this Term Sheet in any other proper jurisdiction, the Credit Parties irrevocably submit and attorn to the non-exclusive jurisdiction of the Court.
39. **JOINT & SEVERAL:** The obligations of the Credit Parties hereunder are joint and several.
40. **CONSENTS AND APPROVALS** No Interim Lender shall have any liability to any other Interim Lender or any other person by virtue of making, providing, or taking or not making, providing, or taking any consent, acceptance, waiver, modification, agreement, determination, election, permission, or action hereunder, or by taking or not taking any other action permitted or contemplated hereby (including, without limitation, any consent, acceptance, waiver, modification, agreement, determination, election, permission, or action taken or not taken in connection with the enforcement by the Interim Lenders of any remedies against the Collateral or the Credit Parties hereunder).
41. **SUPPORT OF TRANSACTION** By executing this Term Sheet, each Interim Lender, each Existing Credit Facility Lender, and the Existing Credit Facility Agent agree that it will:

- (a) Cooperate with each other Interim Lender, Existing Credit Facility Lender and the Existing Credit Facility Agent with respect to the SISP, the Stalking Horse Transaction or the implementation thereof, and to use commercially reasonable efforts to pursue and support implementation of the same;
- (b) Not vote for, consent to, support or participate in the formulation of any other restructuring, exchange, or settlement of any of the indebtedness of or claims against the Applicants, any transaction other than the Stalking Horse Transaction (except as provided for in the SISP) involving the Applicants, any of their assets or stock, or any plan of arrangement, reorganization or liquidation under any bankruptcy, insolvency or similar laws;
- (c) Not directly or indirectly seek, solicit, support, formulate entertain, encourage or engage in any inquiries, or discussions, or enter into any agreements relating to, any transaction other than the Stalking Horse Transaction (except as provided for in the SISP) and/or any restructuring, plan of arrangement or reorganization, receivership, proposal or offer of dissolution, winding up, liquidation, reorganization, merger, transaction, sale, assignment for the benefit of creditors, or restructuring in any manner of any of the Applicants (or any of their assets, liabilities or equity interests);
- (d) Not object to the Interim Facility, the SISP, the Stalking Horse Transaction or the implementation thereof or initiate any legal proceedings, that are inconsistent with, or that would delay, prevent, frustrate or impede the approval or consummation of, the Interim Facility, the SISP, the Stalking Horse Transaction or any transactions related thereto, or take any other action that is barred by this Term Sheet; and
- (e) Not solicit, encourage, or direct any Person to undertake any action set forth in subparagraphs (b) through (d) above.

42. **AMENDMENT
AND
RESTATEMENT**

The terms and provisions of the Original Term Sheet shall be and are hereby amended, superseded and restated in their entirety by the terms and provisions of this Term Sheet.

IN WITNESS HEREOF, the parties hereby execute this Term Sheet as at the date first above mentioned.

Address:
Attention:
Email:

Washington Diamond Lending, LLC

Per: 
Name: *Lawrence R. Simkins*
Title: *President*
I have authority to bind the LLC.

Address:
Attention:
Email:

Dominion Diamond Mines ULC

Per: _____
Name:
Title:
I have authority to bind the corporation.

IN WITNESS HEREOF, the parties hereby execute this Term Sheet as at the date first above mentioned.

Washington Diamond Lending, LLC

Address:
Attention:
Email:

Per: _____
Name:
Title:
I have authority to bind the LLC.

Dominion Diamond Mines UL

Address:
Attention:
Email:

Per: BS Bell
Name:
Title:
I have authority to bind the corporation.

Credit Suisse AG, Cayman Islands Branch, as
Existing Credit Facility Agent and Lender

Address:
Eleven Madison Avenue
New York, NY 10010-3629
Attention: Didier Siffer
Email: didier.siffer@credit-suisse.com

Per:



Name: Didier Siffer

Title: Managing Director

-and-



Name: Megan Kane

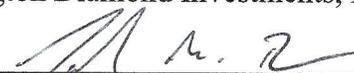
Title: Managing Director

We have authority to bind the entity.

Washington Diamond Investments, LLC

Address:
Attention:
Email:

Per:



Name: Joseph M. Racicot

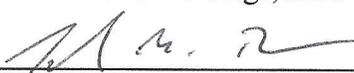
Title: Secretary

I have authority to bind the LLC.

Dominion Diamond Holdings, LLC

Address:
Attention:
Email:

Per:



Name: Joseph M. Racicot

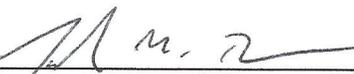
Title: Secretary

I have authority to bind the LLC.

Dominion Finco Inc.

Address:
Attention:
Email:

Per:



Name: Joseph M. Racicot

Title: Secretary

I have authority to bind the LLC.

Dominion Diamond Delaware Company LLC

Address:
Attention:
Email:

Per:

Name: Kristal Kaye

Title:

I have authority to bind the LLC.

Dominion Diamond Canada ULC

Address:
Attention:
Email:

Per:

Name: Kristal Kaye

Title:

I have authority to bind the LLC.

Washington Diamond Investments, LLC

Address:
Attention:
Email:

Per: _____
Name: Joseph M. Racicot
Title:
I have authority to bind the LLC.

Dominion Diamond Holdings, LLC

Address:
Attention:
Email:

Per: _____
Name: Joseph M. Racicot
Title:
I have authority to bind the LLC.

Dominion Finco Inc.

Address:
Attention:
Email:

Per: _____
Name: Joseph M. Racicot
Title:
I have authority to bind the LLC.

Dominion Diamond Delaware Company LLC

Address:
Attention:
Email:

Per: 
Name: Kristal Kaye
Title: Chief Financial Officer
I have authority to bind the LLC.

Dominion Diamond Canada ULC

Address:
Attention:
Email:

Per: 
Name: Kristal Kaye
Title: Chief Financial Officer
I have authority to bind the LLC.

SCHEDULE "A"
DEFINED TERMS

"Advance" means an amount of the Interim Facility advanced to the Borrower pursuant to the terms hereof from time to time.

"Administration Charge" means a priority charge over the CCAA Applicants' Collateral granted by the Court pursuant to the Initial Order in an aggregate amount not to exceed CDN\$3,500,00 to secure the fees and expenses of (i) the legal and financial advisors of the Credit Parties, (ii) the Monitor and its counsel, in connection with the CCAA Proceedings; and (iii) the monthly fees owing to the SISP Advisor under its engagement letter with the Applicants, but no other fees or expenses provided for therein.

"Advance Conditions" has the meaning given thereto in Section 7.

"Advance Request Certificate" has the meaning given thereto in Section 5.

"Amended Initial Order" has the meaning given thereto in Section 7(d).

"Applicable Law" means, in respect of any Person, property, transaction or event, all applicable laws, statutes, rules, by-laws and regulations and all applicable official directives, orders, judgments and decrees of any Governmental Authority having the force of law.

"Bankruptcy Code" means title 11 of the *United States Code*.

"Bankruptcy Court" has the meaning given thereto in Section 21(t).

"Bankruptcy Court Order" has the meaning given thereto in Section 21(d).

"Borrower" has the meanings given thereto in Section 1.

"Business Day" means any day other than a Saturday, Sunday or any other day on which banks in Calgary, Alberta are not open for business.

"CCAA" has the meaning given thereto in the Recitals.

"CCAA Proceedings" has the meaning given thereto in the Recitals.

"Claims" has the meaning given thereto in Section 26.

"Collateral" means, in respect of a Person, all current or future assets, businesses, undertakings and properties of such Person, real and personal, tangible or intangible, including all proceeds thereof, other than Excluded Assets.

"Court" has the meaning given thereto in the Recitals.

"Court Order" means any CCAA Order or Bankruptcy Court Order and **"Court Orders"** means, collectively, all such orders.

"Credit Documents" means this Term Sheet, the Guarantee delivered by the Guarantors, and any other document delivered in connection with or relating to this Term Sheet from time to time.

“**Credit Parties**” means the Borrower and the Guarantors, collectively.

“**Criminal Code Interest**” has meaning given thereto in Section 17(a).

“**Criminal Rate**” has meaning given thereto in Section 17(a).

“**Default**” means an event or circumstance which, after the giving of notice or the passage of time, or both, will result in an Event of Default.

“**Defaulting Lender**” means any Interim Lender other than Washington Diamond that (a) has failed to fund any portion of the Advances required to be funded by it hereunder within two Business Days of the date required to be funded by it hereunder unless such failure has been cured, (b) has been determined by a court of competent jurisdiction or regulator to be insolvent or is unable to meet its obligations or admits in writing it is unable to pay its debts as they generally become due, (c) is the subject of a bankruptcy or insolvency proceeding, (d) is subject to or is seeking the appointment of an administrator, regulator, conservator, liquidator, receiver, trustee, custodian or other similar official over any material portion of its assets or business, or (e) fails to confirm in writing that it will comply with its obligations hereunder after written request from the Borrower, or an Interim Lender who provides notice in writing, or makes a public statement to the effect, that it does not intend to comply with its funding obligations hereunder.

“**Diavik Collateral**” means (a) the assets owned by the Diavik Joint Venture, (b) the Borrower’s interest in the Diavik Joint Venture, and (c) the diamond inventory produced at the Diavik mine and not held by the Credit Parties or their direct or indirect affiliates as of the commencement of these CCAA Cases, and in each case, including all proceeds thereof.

“**Diavik JV Priority Liens**” means any Liens arising under Section 9.4 of the Diavik Joint Venture Agreement.

“**DIP Budget**” means the weekly financial projections prepared by the Credit Parties covering the period commencing on the week ended April 24, 2020, and ending on the week ending October 30, 2020, on a weekly basis, which shall be in form and substance acceptable to the Required Interim Lenders in their sole and absolute discretion and the Existing Credit Facility Agent in its reasonable discretion, which financial projections may be amended from time to time in accordance with Section 14. For greater certainty, for purposes of this Term Sheet, the DIP Budget shall include all supporting documentation provided in respect thereof to the Required Interim Lenders and the Existing Credit Facility Agent .

“**Directors’ Charge**” means a priority charge over the CCAA Applicants’ Collateral granted by the Court pursuant to the Initial Order in favour of the directors and officers of the CCAA Applicants, in an amount not to exceed CDN\$4,000,000.

“**Event of Default**” has the meaning given thereto in Section 23.

“**Excluded Assets**” means voting equity interests in Dominion Diamond (India) Private Limited in excess of 65% of the aggregate voting equity interests of Dominion Diamond (India) Private Limited.

“**Existing Credit Agreement**” means the Revolving Credit Agreement dated as of November 1, 2017 by and among Dominion Diamond Mines ULC, as borrower, Washington Diamond Investments, LLC, a Delaware limited liability company, Credit Suisse AG, Cayman Islands Branch, as the administrative agent and collateral agent, and each of the other parties and lenders party thereto, as amended, restated, supplemented or otherwise modified from time to time.

“**Existing Credit Facility**” means the facility governed by the Existing Credit Agreement.

“**Existing Credit Facility Agent**” means Credit Suisse AG, Cayman Islands Branch, as the administrative agent and collateral agent, under the Existing Credit Agreement.

“**Existing Credit Facility Lenders**” means those lenders under the Existing Credit Agreement.

“**Facility Amount**” has the meaning given thereto in Section 5.

“**Filing Date**” means the date of commencement of the CCAA Proceedings.

“**First Lien Facility LC Obligations**” means those Obligations (as defined in the Existing Credit Agreement) related to or arising from LC Exposure (as defined in the Existing Credit Agreement).

“**Funded First Lien Facility Obligations**” means those Obligations (as defined in the Existing Credit Agreement) related to or arising from Loans (as defined in the Existing Credit Agreement).

“**Governmental Authority**” means any federal, provincial, state, municipal, local or other government, governmental or public department, commission, board, bureau, agency or instrumentality, domestic or foreign and any subdivision, agent, commission, board or authority of any of the foregoing.

“**Guarantee**” means a guarantee of the Interim Financing Obligations made by each of the Guarantors in favour of the Interim Lenders, in form and substance satisfactory to the Required Interim Lenders.

“**Guarantors**” has the meaning given thereto in Section 3.

“**Indemnified Persons**” has the meaning given thereto in Section 26.

“**Initial DIP Budget**” has the meaning given thereto in Section 14.

“**Initial Order**” has the meaning given thereto in the Recitals.

“**Interim Facility**” has the meaning given thereto in Section 5.

“**Interim Facility Priority Collateral**” means all Collateral other than the Diavik Collateral.

“**Interim Financing Obligations**” means, collectively, all obligations owing by the Credit Parties pursuant to this Term Sheet and the other Credit Documents, including, without limitation, all principal, interest, fees, costs, expenses, disbursements and Interim Lender Expenses.

“**Interim Lenders**” has the meaning given thereto in Section 2.

“**Interim Lenders’ Charge**” has the meaning given thereto in Section 7.

“**Interim Lender Expenses**” has the meaning given thereto in Section 8.

“**KERP Charge**” means the means a priority charge over the CCAA Applicants’ Collateral granted by the Court pursuant to the Amended Initial Order to secure the obligations of the CCAA Applicants to certain key employees pursuant to the terms of a key employee retention plan in an amount not to exceed CDN\$600,000, in the aggregate.

“**Liens**” means (a) all liens, hypothecs, charges, mortgages, deeds of trusts, trusts, deemed trusts (statutory or otherwise), constructive trusts, encumbrances, security interests, and statutory preferences of every kind and nature whatsoever, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset, and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“**Material Contract**” means any contract, licence or agreement: (i) to which any Credit Party is a party or is bound; (ii) which is material to, or necessary in, the operation of the business of any Credit Party; and (iii) which a Credit Party cannot within a commercially reasonable timeframe replace by an alternative and comparable contract with comparable commercial terms.

“**Maturity Date**” has the meaning given thereto in Section 13.

“**Monitor**” has the meaning given thereto in Section 12.

“**Non-Consenting Lender**” means any Interim Lender other than Washington Diamond that has not provided its consent, acceptance, waiver or agreement (including in connection with any proposed amendment or modification to this Term Sheet) where requested to do so by the Borrower or Washington Diamond if such consent, acceptance, waiver or agreement (i) requires the consent of the Supermajority Interim Lenders, and (ii) Interim Lenders whose Commitments at the relevant time aggregate at least 65% of the total Commitments have consented to such consent, acceptance, waiver or agreement.

“**Operating Account**” means a bank account of the Borrower designated by the Borrower to receive Advances.

“**Original Currency**” has the meaning given thereto in Section 18.

“**Original Term Sheet**” has the meaning given thereto in the Recitals.

“**Other Currency**” has the meaning given thereto in Section 18.

“**Outside Date**” means October 31, 2020.

“**Permitted Liens**” means (i) the Interim Lenders’ Charge; (ii) any charges created under the Amended Initial Order or other Court Order subsequent in priority to the Interim Lenders’ Charge and approved in writing by the Required Interim Lenders and the Existing Credit Facility Agent in their reasonable discretion; (iii) validly perfected Liens existing prior to the date hereof; (iv) inchoate statutory Liens arising after the Filing Date in respect of any accounts payable arising after the Filing Date in the ordinary course of business, subject to the obligation to pay all such amounts as and when due; (v) the Permitted Priority Liens; and (vi) the SISP Advisor Charge.

“**Permitted Priority Liens**” means (i) the Administration Charge; (ii) the Directors Charge; (iii) the KERP Charge; (iv) any amounts payable by a Credit Party for wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income tax and workers compensation claims, in each case solely to the extent such amounts are given priority by Applicable Law and only to the extent that the priority of such amounts has not been subordinated to the Interim Lenders’ Charge granted by the Court; (v) any charges created under the Amended Initial Order related to the break fee with respect to the Stalking Horse Transaction; (vi) subject to any order of the CCAA Court and solely to the extent set forth in the Rio Subordination Agreement, the Diavik JV Priority Liens; *provided* that the Diavik JV Priority Liens shall constitute Permitted Priority

Liens solely with respect to the Diavik Collateral and solely to the extent that they constitute Liens over the Diavik Collateral or portions thereof; and (vii) solely with respect to the Diavik Collateral, the Liens of the Existing Credit Facility Agent to secure the Obligations under the Existing Credit Facility Agreement; *provided further* that, for the avoidance of doubt, Permitted Priority Liens shall not include any Liens securing any Credit Party's obligations under (a) the Existing Credit Agreement, (b) the indenture governing the 7.125% Senior Secured Second Lien Secured Notes due 2022 issued by certain of the Credit Parties, as amended, restated, supplemented or otherwise modified from time to time, and (c) any joint venture agreements, as amended, restated, supplemented or otherwise modified from time to time, to which any of the Credit Parties are party.

“Permitted Restructuring Transaction” means:

- (i) the Stalking Horse Transaction;
- (ii) a transaction that (a) provides for the repayment in full in cash of all Interim Financing Obligations outstanding at the time of closing of such Restructuring Transaction and (b) otherwise constitutes a “Successful Bid” as defined in and in accordance with the SISP; or
- (iii) a transaction for the Non-Diavik Assets (as defined in the SISP) that (a) provides for repayment in full in cash of all Interim Financing Obligations; (b) otherwise constitutes a “Successful Bid” as defined in and in accordance with the SISP; and (c) maintains all liens and other rights held by the Agent on behalf of the First Lien Lenders securing all obligations under the Existing Credit Facility, to the Diavik Interest including, but not limited to, all diamond production from the Diavik Interest (but excluding in all respects those diamonds (and/or proceeds thereof) delivered to any of the CCAA Applicants or their direct or indirect controlled affiliates prior to the commencement of the CCAA), including the proceeds thereof.

“Permitted Variance” means an adverse variance of not more than 20% relative to the aggregate “Total Operating Disbursements” line item in the applicable DIP Budget; *provided, however*, that if any adverse variance is reversing a prior positive variance, such adverse timing variance shall not be counted towards the 20% variance threshold.

“Person” means an individual, partnership, corporation, business trust, joint stock company, limited liability company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Plan” means any plan of compromise, arrangement, reorganization or similar arrangement filed pursuant to the CCAA, the Bankruptcy Code, or any other statute in any jurisdiction, in respect of any of the Credit Parties.

“Recognition Order” has the meaning given thereto in Section 21(t).

“Required Interim Lenders” means those Interim Lenders holding a majority of the Commitments and any outstanding Advances held by all Interim Lenders; *provided* that Required Interim Lenders must in all cases include Washington Diamond.

“Restructuring Proceedings” means, collectively, the CCAA Proceedings and the Chapter 15 Proceedings.

“Restructuring Transaction” means any restructuring, financing, refinancing, recapitalization, sale, liquidation, workout, Plan or other material transaction of, or in respect of, all or any of the Credit Parties or their respective assets and liabilities and includes, without limitation, the Stalking Horse Transaction.

“Rio Subordination Agreement” means that certain subordination agreement between, among others, Diavik Diamond Mines (2012) Inc. and the Existing Credit Facility Agent dated November 1, 2017.

“SISP” means a Sales and Investment Solicitation Process authorized pursuant to the Amended Initial Order (or other Order of the Court, as the case may be), as amended, but only to the extent such amendment is consented to by the Stalking Horse Bidder.

“SISP Advisor” means Evercore Group LLC.

“SISP Advisor Charge” means a priority charge over the CCAA Applicants’ Collateral granted by the Court pursuant to the Amended Initial Order to secure the Borrowers’ obligations to the SISP Advisor under the engagement letter between the SISP Advisor and the Borrower.

“Stalking Horse Transaction” means the transaction in respect of certain assets and property of the Credit Parties contemplated by the Letter of Intent signed by Washington Diamond Investments Holdings II, LLC, Washington Diamond Investments, LLC, Dominion Diamond Holdings, LLC and the Borrower and dated May 21, 2020.

“Supermajority Interim Lenders” means those Interim Lenders holding at least 68% of the Commitments and outstanding Advances held by all Interim Lenders; *provided* that Supermajority Interim Lenders must in all cases include Washington Diamond.

“Term Sheet” means this amended and restated term sheet, as may be amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

“Taxes” has the meaning given thereto in Section 27.

“Testing Period” has the meaning given thereto in Section 14.

“Updated DIP Budget” has the meaning given thereto in Section 14.

“Variance Report” has the meaning given thereto in Section 14.

“Washington Diamond” means Washington Diamond Lending, LLC, a Delaware limited liability company.

“Withholding Taxes” has the meaning given thereto in Section 27.

SCHEDULE "B"
FORM OF ADVANCE CONFIRMATION CERTIFICATE

TO: The Interim Lenders
FROM: Dominion Diamond Mines ULC
DATE: ●, 2020

1. This certificate is delivered to you, as Interim Lenders, in connection with a request for an Advance pursuant to the Amended and Restated Interim Financing Term Sheet made as of June 15, 2020 between the Borrower and the Interim Lenders, as amended, supplemented, restated or replaced from time to time (the "**Term Sheet**"). All defined terms used, but not otherwise defined in this certificate shall have the respective meanings set forth in the Term Sheet, unless the context requires otherwise.

2. The Borrower hereby requests an Advance as follows in respect of the week commencing on ●, 2020:

Aggregate amount of Advance: US\$●

3. All of the representations and warranties of the Credit Parties set forth in the Term Sheet are true and accurate in all material respects as at the date hereof, as though made on and as of the date hereof.

4. All of the covenants of the Credit Parties contained in the Term Sheet and all other terms and conditions contained in the Term Sheet to be complied with by the Credit Parties, not properly waived in writing by the Interim Lenders, have been fully complied with.

7. No Default or Event of Default has occurred nor will any such event occur as a result of the Advance hereby requested.

DOMINION DIAMOND MINES ULC

Per: _____
Name:
Title:

I have authority to bind the corporation.

SCHEDULE "C"
DIP BUDGET

Dominion Diamond Mines
 Consolidated Second Cash Flow Statement
 For the 28-week period ending October 30, 2020

(\$ thousands)	Week Ending	Notes	Initial Start Period		Week 3 8-May	Week 4 15-May	Week 5 22-May	Week 6 29-May	Week 7 5-Jun	Week 8 12-Jun	Week 9 19-Jun	Week 10 26-Jun	Week 11 3-Jul	Week 12 10-Jul	Week 13 17-Jul	Week 14 24-Jul	Week 15 31-Jul	Week 16 7-Aug	Week 17 14-Aug	Week 18 21-Aug	Week 19 28-Aug	Week 20 4-Sep	Week 21 11-Sep	Week 22 18-Sep	Week 23 25-Sep	Week 24 2-Oct	Week 25 9-Oct	Week 26 16-Oct	Week 27 23-Oct	Week 28 30-Oct	Weeks 1 - 28 Total				
			Week 1 24-Apr	Week 2 1-May																															
Operating Receipts																																			
Sales	[1]		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Operating Receipts																																			
Operating Disbursements																																			
Payroll and Benefits	[2]		-	400	1,569	-	1,314	605	1,060	10	91	1,733	-	1,540	-	1,479	-	1,465	-	1,465	-	1,465	-	-	1,465	-	1,465	-	1,465	-	1,465	-	1,465	1,914	20,507
Consultants and Contractors	[3]		25	85	117	437	28	263	342	382	527	518	493	81	51	18	246	524	135	47	170	494	134	41	230	478	87	41	125	125				6,244	
Rent	[4]		-	98	113	-	0	-	98	-	-	-	98	-	-	-	-	98	-	-	-	98	-	-	-	98	-	-	-	-	-	-	-	701	
Equipment Leases			-	-	572	-	-	841	-	371	-	-	631	-	-	-	-	925	-	-	-	925	-	-	-	925	-	-	-	-	-	-	-	5,191	
Underground Mining Costs	[5]		-	-	-	-	-	-	-	-	-	-	882	-	-	-	-	882	-	-	-	441	-	-	-	441	-	-	-	-	-	-	-	2,646	
Travel	[6]		-	-	-	12	-	8	17	50	106	-	156	15	15	15	15	172	15	43	15	172	15	15	54	153	15	15	27	27			1,152		
Insurance	[7]		-	-	-	-	2,418	-	-	-	407	-	-	12	407	-	-	-	407	-	-	-	-	-	-	-	-	-	-	407	-	-	-	4,467	
IT & Software			-	-	73	413	15	62	19	70	149	396	498	-	-	-	-	368	44	-	-	382	4	-	-	382	69	-	35	35			3,014		
IBA Payments	[8]		-	-	-	-	-	-	-	-	-	-	417	-	-	-	-	458	-	-	-	-	-	458	-	55	-	458	-	27	27		1,899		
Power	[9]		-	-	-	-	-	-	-	-	252	-	126	-	-	-	-	126	-	-	-	-	-	-	126	-	-	-	-	-	-	-	756		
Site Maintenance & Environment	[10]		-	-	-	-	88	33	42	54	253	298	530	253	237	275	219	474	89	40	44	419	53	53	35	419	35	53	17	17			4,031		
CCAA Professional Fees	[11]		-	-	370	214	-	-	-	490	2,000	11,019	531	590	1,756	250	815	250	1,756	250	815	250	1,401	605	531	676	250	2,287	250	7,118			34,473		
Critical Vendors Accounts Payable	[12]		-	-	-	1,524	58	-	163	1,085	1,085	1,085	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000		
Net Taxes	[13]		-	(2,122)	-	1,757	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(365)		
Other	[14]		-	-	-	-	-	-	-	433	551	2,040	395	176	416	163	1,276	334	40	192	15	226	15	1,686	178	299	15	2,241	139	3,576			14,406		
Total Operating Disbursements			25	(1,539)	2,814	4,358	3,922	1,811	1,741	2,945	5,422	17,089	4,757	2,668	2,882	2,201	2,571	6,076	2,487	2,036	1,059	4,999	2,488	2,400	2,547	3,998	2,395	5,044	2,085	12,838			104,120		
Startup Disbursements																																			
Winter road construction			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,001	-	1,001		
Diesel purchases / freight			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Ramp-up costs			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,900	-	4,900		
Total Startup Disbursements																																		5,901	
Net Change in Cash from Operations			(25)	1,539	(2,814)	(4,358)	(3,922)	(1,811)	(1,741)	(2,945)	(5,422)	(17,089)	(4,757)	(2,668)	(2,882)	(2,201)	(2,571)	(6,076)	(2,487)	(2,036)	(1,059)	(4,999)	(2,488)	(2,400)	(2,547)	(3,998)	(2,395)	(5,044)	(2,085)	(12,838)			(110,022)		
Financing																																			
Intercompany Receipts / (Disbursements)	[15]		-	-	-	-	(6)	(115)	(1)	(127)	1,689	(110)	(49)	-	(0)	888	(3,802)	(15)	(0)	(0)	(635)	-	1,666	(0)	(830)	-	2,222	(0)	(0)	(0)			773		
Interest & Bank Charges	[16]		-	(276)	(70)	(195)	-	(191)	-	(153)	(46)	-	(1,248)	(153)	-	-	(237)	(153)	-	-	(237)	(153)	-	-	-	(1,248)	(153)	-	-	-	-	(686)	(5,197)		
DIP Facility Interest			-	-	-	-	-	-	-	-	(16)	-	-	-	-	(124)	-	-	-	-	(186)	-	-	-	-	(249)	-	-	-	-	-	(348)	(923)		
Government Support Program			-	-	-	-	1,849	-	-	-	850	-	-	-	680	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,379		
DIP Facility Draw			-	-	-	-	-	-	-	-	-	14,200	14,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	85,200		
Net Change in Cash from Financing			(25)	(276)	(70)	(195)	-	1,652	(115)	(153)	677	15,873	12,842	(202)	680	(0)	764	10,161	(168)	(0)	(187)	13,328	(153)	1,666	(249)	12,123	(153)	16,422	(0)	(1,034)		83,233			
Net Change in Cash			(25)	1,264	(2,884)	(4,552)	(3,922)	(159)	(1,857)	(3,098)	(4,745)	(1,216)	8,085	(2,870)	(2,202)	(2,201)	(1,807)	4,085	(2,655)	(2,037)	(1,246)	8,329	(2,640)	(734)	(2,795)	8,125	(2,547)	6,477	(3,086)	(13,872)		(26,789)			
Opening Cash			26,823	26,798	28,061	25,177	20,625	16,703	16,543	14,687	11,588	6,843	5,627	13,712	10,842	8,640	6,439	4,631	8,717	6,062	4,025	2,779	11,108	8,467	7,734	4,938	13,063	10,515	16,993	13,906		26,823			
Ending Cash			\$ 26,798	\$ 28,061	\$ 25,177	\$ 20,625	\$ 16,703	\$ 16,543	\$ 14,687	\$ 11,588	\$ 6,843	\$ 5,627	\$ 13,712	\$ 10,842	\$ 8,640	\$ 6,439	\$ 4,631	\$ 8,717	\$ 6,062	\$ 4,025	\$ 2,779	\$ 11,108	\$ 8,467	\$ 7,734	\$ 4,938	\$ 13,063	\$ 10,515	\$ 16,993	\$ 13,906	\$ 34	\$ 34	\$ 34			

Other	-	-	-	-	-	150	(150)	150	150	-	-	-	150	-	-	-	150	-	-	-	-	150	-	-	-	-	150	-	-	-	-	75	975
	-	-	370	214	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	35,057
Critical Vendors																																	
DETCON CHO SUMMIT AVIATION LP			440	-	-	440	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	880	
KITNLUNA BBE EXPEDITING LTD.			675	-	-	675	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,351	
TLI CHO DOMCO INC			409	-	-	409	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other			58	-	163	1,159	(937)	1,085	1,085	1,085	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	-	-	1,524	58	-	163	2,683	(937)	1,085	1,085	1,085	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,231	
Net Taxes																																	
GST	(2,122)	-	612	-	-	(1,146)	(365)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(3,021)	
Fuel and Carbon Taxes	-	-	1,146	-	-	1,146	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,291	
	(2,122)	-	1,757	-	-	(0)	(365)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(730)	
[13] Other																																	
Various Other	-	-	-	-	-	56	(56)	35	38	38	38	19	19	10	9	13	9	38	9	10	9	11	123	36	9	11	58	58	-	-	595		
Contingency	-	-	-	-	-	675	(675)	398	513	178	358	158	397	153	378	321	31	154	6	216	6	8	55	263	6	8	81	3,518	-	-	7,209		
Other Contingency	-	-	-	-	-	825	(825)	-	-	-	-	-	-	-	-	889	-	-	-	-	-	1,667	-	-	-	-	-	-	2,222	-	-	6,602	
	-	-	-	-	-	1,556	(1,556)	433	551	2,040	395	176	416	163	1,276	334	40	192	15	226	15	1,686	178	289	15	2,241	139	3,576	-	-	14,406		
Government Programs																																	
Estimated Support Received	-	-	-	-	1,849	1,800	49	-	850	-	-	680	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,228	
	-	-	-	-	1,849	1,800	49	-	850	-	-	680	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,228	
Intercompany Receipts / (Disbursements)																																	
DMAC			0	0	0	(6)	(115)	(111)	(10)	(1)	(127)	(136)	(110)	(49)	0	(0)	(0)	(110)	(15)	(0)	(0)	(110)	0	(0)	(0)	(105)	0	(0)	(0)	(0)	(1,009)		
Core Zone JV partner cash calls	0	0	0	0	0	825	(825)	0	0	1,825	0	0	0	0	0	889	0	0	0	0	0	1,667	0	0	0	0	0	2,222	0	0	6,602		
DOMINV (Belgium)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(3,693)	0	0	0	0	0	(241)	0	0	0	0	0	0	0	0	(4,237)		
DDIPL (India)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	(284)	0	0	0	0	0	0	0	0	(724)		
	-	-	-	-	(6)	(115)	713	(835)	(1)	(127)	1,689	(110)	(49)	-	(0)	888	(3,802)	(15)	(0)	(0)	(635)	-	1,666	(0)	(830)	-	2,222	(0)	(0)	652			
Interest & Bank Charges																																	
Interest	(226)	-	(138)	-	(191)	(600)	46	(149)	-	-	(237)	(149)	-	-	-	(237)	(149)	-	-	(237)	(149)	-	-	(237)	(149)	-	-	(149)	-	-	(3,152)		
Bank Charges	(50)	-	(50)	-	-	(100)	-	(4)	(46)	-	-	(4)	-	-	-	-	(4)	-	-	-	(4)	-	-	-	(4)	-	-	(4)	-	-	(264)		
LC Fees	-	(70)	(7)	-	-	(77)	-	-	-	-	(1,010)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(2,513)	
	(276)	(70)	(195)	-	(191)	(778)	46	(153)	(46)	-	(1,248)	(153)	-	-	-	(237)	(153)	-	-	(237)	(153)	-	-	(237)	(153)	-	-	(1,248)	(153)	-	-	(5,281)	

SCHEDULE "D"
GUARANTORS

Washington Diamond Investments, LLC

Dominion Diamond Holdings, LLC

Dominion Finco Inc.

Dominion Diamond Delaware Company LLC

Dominion Diamond Canada ULC

**SCHEDULE “E”
MILESTONES**

1. The Court shall have held a hearing to consider the Amended Initial Order, which shall seek approval of the DIP and the SISP (including the Stalking Horse Transaction and the bid protections in respect thereof) no later than June 19, 2020.
2. The Amended Initial Order, which shall have approved the DIP and the SISP (including the Stalking Horse Transaction and the bid protections in respect thereof) shall have been entered no later than June 19, 2020.
3. The Credit Parties shall have complied with the various deadlines established under the SISP, which are incorporated herein by reference.
4. A Permitted Restructuring Transaction shall have closed no later than October 31, 2020.

Notwithstanding the above, a specific Milestone may be (a) extended or waived with the express prior written consent of the Credit Parties and the Required Interim Lenders (except for the Milestone set forth in Item 4 above, which shall also require the consent of the Existing Credit Facility Agent, not to be unreasonably withheld) or (b) extended to the extent necessary to accommodate the Court’s calendar.

**SCHEDULE "F"
COMMITMENTS**

PART I.

COMMITMENTS IN RESPECT OF PHASE 1 AND PHASE 2 ADVANCES

Interim Lender	Commitments	Share of Total Commitments in Respect of Phase 1 and Phase 2 Advances
1. Washington Diamond Lending, LLC	\$55,000,000	100%

PART II.

COMMITMENTS IN RESPECT OF OCTOBER ADVANCES

Interim Lender	Commitments	Share of Total Commitments
1. Washington Diamond Lending, LLC	\$5,000,000	100%