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

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

DOCUMENT **AFFIDAVIT #5 OF THOMAS CROESE**

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

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

**AFFIDAVIT #5 OF THOMAS CROESE**  
**Sworn on October 29, 2020**

I, Thomas Croese, of the City of Yellowknife, Northwest Territories, **SWEAR AND SAY THAT:**

1. I am the Manager, Finance of Diavik Diamond Mines (2012) Inc. ("**DDMI**"). I have personal knowledge of the facts and matters sworn to in this Affidavit, except where I have received information from someone else or some other source of information. In the instances where I have received information from someone else or some other source, I have identified such person or source, and I believe such information to be true.
2. This affidavit is sworn by DDMI in response to the Affidavit of Kristal Kaye, sworn on October 28, 2020 (the "**Kaye Affidavit**"). Terms capitalized in my Affidavit and not otherwise defined have the same meaning as in the Kaye Affidavit or the Fourth Affidavit I swore in the within proceedings on October 19, 2020. All monetary figures used in this Affidavit are in Canadian currency unless otherwise noted.

*True*

**The JVA Budget**

3. At paragraph 10 of the Kaye Affidavit, Ms. Kaye provides a summary of Cash Calls made in the most recent six month period relating to the Diavik Mine. Ms. Kaye goes on to state at paragraph 12 of her affidavit that payments are over the Approved JV Budget by 18.9%.
4. Ms. Kaye's evidence does not provide information on the Approved JV Budget on an annualized basis. The total cash call amount within the Approved JV Budget for fiscal 2020 is \$576.5 million, when adjusted for closure securitisation cash calls, which were initially included and then subsequently removed. The total estimated cash calls for this annual fiscal period are \$579.8 million. On an annualized basis, the Joint Venture is projected to be over budget by approximately 0.6% and Dominion's 40% share of the deficit is approximately \$1.3 million. The chart below shows Dominion's current 40% share of the Approved JV Budget<sup>1</sup> (including November and December projections) and corresponding Cash Calls:

Month	2020 Approved JV Budget	Cash Call	Variance
Jan	15.1	22.1	(7.0)
Feb	20.5	18.6	1.9
Mar	36.5	28.8	7.7
Apr	35.5	33.2	2.3
May	24.8	29.6	(4.8)
Jun	19.3	15.6	3.7
Jul	16.2	18.4	(2.2)
Aug	13.7	14.4	(0.7)
Sep	11.0	16.1	(5.1)
Oct	15.0	14.3	0.7
Nov	13.0	10.4	2.6
Dec	10.4	10.4	-
<b>Total</b>	<b>230.6</b>	<b>231.9</b>	<b>(1.3)</b>

5. Ms. Kaye's evidence on the Approved JV Budget is also based on inaccurate records. In February, 2020, Dominion prepared its own Cash Call schedule, to adjust for the cancellation of closure securitisation cash calls that understated Dominion's total Cash Call obligations by approximately \$14.9 million. I advised Ms. Kaye of the error in her

<sup>1</sup> The charts in this affidavit are in millions (000's) and are rounded.

Cash Call schedule in April, 2020 and Ms. Kaye's evidence is based on Dominion's own (incorrect) model. Further, Ms. Kaye's tabulated schedule in Paragraph 10 of her affidavit arbitrarily apportions the monthly cash call amounts to two equal billings each month. This also is incorrect, as the payment cycles necessitate that the two billings within a given month are different from one another. The chart below identifies the amount of the correct Approved JV Budget and corresponding error in Ms. Kaye's calculations:

Month	Approved Program and Budget	Kaye Testimony Amount	Kaye Error Amount
April	35.5	34.6	0.9
May	24.8	22.6	2.2
June	19.3	17.0	2.3
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<b>Total</b>	<b>135.3</b>	<b>120.6</b>	<b>14.7</b>

6. The Diavik Mine experienced some increased cost over the second and third quarters of 2020, primarily due to the following:
- (a) \$11.0 million in increased operating costs directly attributable to COVID-19, relating to overtime from changing shift patterns, external services and temporary labour to off-set the impacts of personnel who are unable to work as a result of various health and community safety precautions;
  - (b) \$4.4 million in severance costs associated with restructuring to sustainably reduce the operating costs of the asset for the long term; and
  - (c) \$2.0 million in annual leave payout as a result of needing to cancel annual leave for certain shift workers to sustain stable operations.
7. These unanticipated expenditures have been offset by reduced capital expenditures and exploration costs. DDMI has taken reasonable and necessary precautions to stabilize the operations due to the COVID-19 pandemic and does not project material variation from the Approved JV Budget.

**BC Litigation**

8. At paragraph 13 of the Kaye Affidavit, Ms. Kaye testifies that Dominion has commenced civil proceedings against DDMI in British Columbia relating to the JVA. The proceedings were commenced in June, 2020. DDMI has responded by defending the action and bringing a security for costs application. Dominion requested and was granted an adjournment of the security for costs application on terms that stayed the litigation. Other than responding to the security for costs application, Dominion has taken no steps to advance the aforementioned civil proceedings.

**Month End Balances**

9. At paragraph 15(a) of the Kaye Affidavit, Ms. Kaye states that she has concerns with the month-end cash balances in the JV Cash Account.
10. The increased month end balances in the JV Cash Account have been largely caused by Dominion's request (made shortly prior to the CCAA filing in April 2020) to change the twice-monthly payment date for Cash Calls from the first / fifteenth of each month to the eighth / twenty-second of each month. The result is that amounts are required to be on deposit at month-end to satisfy payables coming due in the first week of the following month. Absent Dominion's earlier request and DDMI's accommodation, month-end balances would be lower.
11. The \$17.0 million balance in the account as at September 30, 2020 is the result of a timing variance. There was a \$9.7 million insurance payment forecasted to be paid in September, 2020 but such payment did not clear the JV Cash Account in time to be accounted for in September. The payment was paid and recorded on October 9, 2020. The closing balance of the JV bank accounts on November 6 (shortly before the next scheduled cash call payment) is forecast to be approximately \$5.0 million, which is reasonable and normal course.

**CEWS**

12. At paragraph 15(b) of the Kaye Affidavit, Ms. Kaye testifies that, to the best of her knowledge, DDMI has not applied for the CEWS.

13. DDMI has not applied for the CEWS and is currently reviewing both its eligibility for and the benefits associated with the program. The decision to make an application, and the quantum of such an application, is impacted by a number of factors including the basis for calculating the subsidy, which benefits from a holistic view over the duration of the scheme. This includes consideration of the operating status of the Joint Venture, particularly if it becomes unviable in the absence of a viable partner or repayment of the Cover Payment obligations. Ms. Kaye testifies that DDMI could be entitled to tens of millions of dollars, based on the assumption that DDMI's sales operations have been impacted similarly to Dominion's. I do not believe that this assumption to be accurate, and note the fact that DDMI's sales operations have continued throughout the pandemic. This adds complexity to the calculation of an appropriate CEWS claim and the decision to apply. Further analysis is ongoing and the deadline for making an application is in February 2021.

#### **Fees and Expenses**

14. At paragraph 27 of the Kaye Affidavit, Ms. Kaye testifies that sale, marketing, royalty and other fees for Dominion's share of production from the Diavik Mine is 11%.
15. In my Fourth Affidavit, I testified that DICAN provides a gross valuation and expenditures of the type testified to by Ms. Kaye can materially impact the net payment received by diamond producers. I also noted that, based on the information provided in the Sixth Report of the Monitor, such fees and expenses in Dominion's recent sales had equated to 13% and that an estimate of 20% (based on Exhibit "B" to the Affidavit of Mr. Frederick Vescio, sworn October 7, 2020) for future sales would not be unreasonable.
16. I never "indicated that an amount of 13-20% must be deducted from the gross value of the Additional Diamond Collateral". I was simply making the point that the DICAN value is a gross valuation and does not reflect the net revenues generated. Ms. Kaye's testimony does indicate that the sale, marketing, royalty and other fees for Dominion's share of production from the Diavik Mine (in the amount of 11%) reduces the net payments received by Dominion. This is a further reason why the DICAN value cannot be relied upon for determining the collateralisation position as it does not reflect the proceeds received by diamond producers after these sale, marketing, royalty and other fees are deducted.

**Carat Discrepancy**

17. At paragraph 29 of the Kaye Affidavit, Ms. Kaye testifies as to a carat discrepancy in my evidence and the DICAN report. DDMI has re-confirmed that its balance is correct with the staff at the PSF and that it was provided to the GNWT. DDMI is engaging with the GNWT to understand the origin of their carat number.

**May 8 Order**

18. At paragraph 38 of the Kaye Affidavit, Ms. Kaye testifies that DDMI has not delivered certain diamonds that it was ordered to deliver to Dominion pursuant to an order issued on May 8, 2020. This is incorrect. DDMI made the diamonds referenced in Confidential Exhibit #5 to Ms. Kaye's affidavit of May 6, 2020 available for pick-up immediately following the issuance of the May 8 Order and Dominion collected these diamonds on the afternoon of May 8, 2020.
19. Subsequent to pick-up of the diamonds, Dominion alleged that DDMI was in breach of the May 8 Order and DDMI advised Dominion that it disagreed with Dominion's position. I am advised by my counsel that, on May 29, 2020, Dominion's counsel sent an email to DDMI's counsel advising that the dispute would have to be determined by way of an application and with motion materials. Dominion has not brought an application in respect of the dispute.

**DDMI Realization Proposal**

20. At paragraph 39 of the Kaye Affidavit, Ms. Kaye testifies that the DDMI realization proposal is "...markedly different from previous proposals circulated by DDMI prior to the delivery of their court materials."
21. DDMI circulated an outline of a realization process to Dominion, the First Lien Lenders and the Monitor on September 25, 2020. The outline circulated by DDMI set certain key principles relating to the proposed security enforcement. These key principles were, by and large, repeated at paragraph 8 and 9 of my Fourth Affidavit sworn on October 19, 2020. Neither Dominion nor the First Lien Lenders responded to the DDMI outline before DDMI served its court materials on October 19, 2020.

22. The DDMI outline of key principles circulated to Dominion, the First Lien Lenders and the Monitor on September 25, 2020 was never intended nor capable of being a final realization process. Rather, it was intended to facilitate further engagement and discussion with Dominion and the First Lien Lenders on security realization. Issues such as transportation, vesting and distribution of proceeds were not specifically addressed in the outline and would always have to be established in a formal written document. As there was no response from either Dominion or the First Lien Lenders to the September 25, 2020 outline, DDMI delivered its actual form of realization process to each of Dominion, the First Lien Lenders and the Monitor on October 23, 2020. The First Lien Lenders subsequently provided comments on the September 25, 2020 draft outline on October 24, 2020. Dominion then provided comments on October 27, 2020. DDMI and its counsel immediately convened lengthy conference calls over the course of the night and early morning (Calgary time) to provide a revised realization process early in the day on October 28, 2020. DDMI was prepared to continue consultation with Dominion and the First Lien Lenders but it was ultimately required to make considerable effort in responding to the Kaye Affidavit and the additional materials served by Dominion and the First Lien Lenders yesterday.
23. While DDMI is disappointed in the lack of engagement with Dominion and the First Lien Lenders in the period following September 25, 2020, DDMI has accepted many of the comments made by Dominion and the First Lien Lenders in the revised form of realization process that it seeks on the within application. I have also reviewed certain of the concerns expressed by Ms. Kaye in the Kaye Affidavit and believe that many of them are, in fact, expressly accounted for in the revised form of realization process:
- (a) at paragraph 39(e) of the Kaye Affidavit, Ms. Kaye testifies that the realization process purports to "...distribute proceeds to Dominion's creditors without a proper adjudication of priorities." This is not correct. DDMI's proposed realization process expressly provides for distribution to creditors in accordance with priority entitlements;
  - (b) at paragraph 49 of the Kaye Affidavit, Ms. Kaye testifies to the reporting provisions proposed in the realization process. DDMI has reviewed the alternative reporting proposed by Dominion and is prepared to work with Dominion to refine reporting processes, but to the extent that requested additions are not reasonably

achievable within existing DDMI processes DDMI may be unable to report on the exact form sought by Dominion. DDMI's realization proposal includes a right for Dominion to audit all material records and information relating to the realization, including diamond sorting results, actual sales invoices, auction logs and receipt and distribution of proceeds, subject only to commercially reasonable confidentiality arrangements being made with the selected accounting firm. In addition, Dominion has the express right to access the DDMI Collateral for the purpose of verifying and assessing the value of the DDMI Collateral;

- (c) at paragraph 54 of the Kaye Affidavit, Ms. Kaye testifies that Dominion is concerned that DDMI "...will continue to use its existing long-term contracts (or similar long-term supply contracts) in its sale of the Additional Diamond Collateral" and suggests that this will result in lower pricing. DDMI currently anticipates that substantially all of the DDMI Collateral will be sold pursuant to an auction process but committing to one type of transaction will potentially limit recoveries and is inconsistent with the flexible approach that is a critical component of the realization (including preserving optionality of sales channels and aligning volume of product to market demand). Ms. Kaye's concern on the use of long-term sales contracts is ultimately misplaced: the realization process expressly provides that the "...DDMI Collateral will not be sold under long term supply contracts that provide pricing at a discount to the prevailing market";
- (d) at paragraph 62 of the Kaye Affidavit, Ms. Kaye testifies that Dominion is concerned about chain of title and associated taxation issues. Ms. Kaye's apprehension on this matter is again specifically addressed within the document: the realization process expressly provides that "...Dominion shall have and shall continue to have all right, title and interest in the DDMI Collateral throughout the sales process" and that DDMI shall "...take good faith and commercially reasonable steps in order to effectuate the Sales in a tax efficient manner."

**Process for Commissioning of this Affidavit**

- 24. I am not physically present before the Commissioner for Oaths (the "**Commissioner**") taking this Affidavit, but I am linked with the Commissioner by video technology. The following steps have been or will be taken by me and the Commissioner:

*TMC*



- (a) I have shown the Commissioner the front and back of my current government-issued photo identification ("ID") and the Commissioner has compared my video image to the information on my ID;
- (b) the Commissioner has taken a screenshot of the front and back of my ID to retain it;
- (c) the Commissioner and I have a paper copy of this Affidavit before us;
- (d) the Commissioner and I have reviewed each page of this Affidavit to verify that the pages are identical and have initialed each page in the lower right corner;
- (e) at the conclusion of our review of the Affidavit, the Commissioner administered the oath to me, and the Commissioner watched me sign my name to this Affidavit; and
- (f) I will send this signed Affidavit electronically to the Commissioner.

SWORN BEFORE ME by two-way video  
conference on October 29, 2020

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A COMMISSIONER FOR OATHS  
in and for the Province of Alberta

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THOMAS CROESE

TMC

**CERTIFICATE**

CANADA ) *IN THE MATTER OF THE COMPANIES' CREDITORS*  
 ) *ARRANGEMENT ACT, RSC 1985, C c-36, AS AMENDED*  
PROVINCE OF ) *AND IN THE MATTER OF A PLAN OF COMPROMISE OR*  
 ) *ARRANGEMENT OF DOMINION DIAMOND MINES ULC,*  
ALBERTA ) *DOMINION DIAMOND DELAWARE COMPANY LLC, DOMINION*  
 ) *DIAMOND CANADA ULC, WASHINGTON DIAMOND*  
 ) *INVESTMENTS, LLC, DOMINION DIAMOND HOLDINGS, LLC AND*  
 ) *DOMINION FINCO INC.*

I, Colleen Bonnyman, of the City of Calgary, in the Province of Alberta, Student-At-Law, **DO CERTIFY** that:

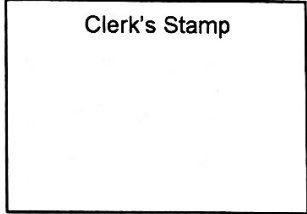
1. I remotely commissioned the affidavit of Thomas Croese dated October 29, 2020, attached hereto, using videoconferencing software in accordance with the procedure set out in the Court of Queen's Bench of Alberta Notice to the Profession and Public NPP#2020-02 regarding Remote Commissioning of Affidavits for Use in Civil and Family Proceedings During The COVID-19 Pandemic.
2. The remote commissioning process was necessary because it was impossible or unsafe, for medical reasons, for the deponent and I to be physically present together.

**IN TESTIMONY WHEREOF** I have hereunto subscribed my name and affixed my seal of office at the City of Calgary, in the Province of Alberta, this 29<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
Colleen Bonnyman

A Commissioner for Oaths in  
and for the Province of Alberta

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



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

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

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Handwritten initials "CB" in the bottom right corner of the page.

**The JVA Budget**

3. At paragraph 10 of the Kaye Affidavit, Ms. Kaye provides a summary of Cash Calls made in the most recent six month period relating to the Diavik Mine. Ms. Kaye goes onto state at paragraph 12 of her affidavit that payments are over the Approved JV Budget by 18.9%.
4. Ms. Kaye's evidence does not provide information on the Approved JV Budget on an annualized basis. The total cash call amount within the Approved JV Budget for fiscal 2020 is \$576.5 million, when adjusted for closure securitisation cash calls, which were initially included and then subsequently removed. The total estimated cash calls for this annual fiscal period are \$579.8 million. On an annualized basis, the Joint Venture is projected to be over budget by approximately 0.6% and Dominion's 40% share of the deficit is approximately \$1.3 million. The chart below shows Dominion's current 40% share of the Approved JV Budget<sup>1</sup> (including November and December projections) and corresponding Cash Calls:

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5. Ms. Kaye's evidence on the Approved JV Budget is also based on inaccurate records. In February, 2020, Dominion prepared its own Cash Call schedule, to adjust for the cancellation of closure securitisation cash calls that understated Dominion's total Cash Call obligations by approximately \$14.9 million. I advised Ms. Kaye of the error in her

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20. At paragraph 39 of the Kaye Affidavit, Ms. Kaye testifies that the DDMI realization proposal is "...markedly different from previous proposals circulated by DDMI prior to the delivery of their court materials."
21. DDMI circulated an outline of a realization process to Dominion, the First Lien Lenders and the Monitor on September 25, 2020. The outline circulated by DDMI set certain key principles relating to the proposed security enforcement. These key principles were, by and large, repeated at paragraph 8 and 9 of my Fourth Affidavit sworn on October 19, 2020. Neither Dominion nor the First Lien Lenders responded to the DDMI outline before DDMI served its court materials on October 19, 2020.



22. The DDMI outline of key principles circulated to Dominion, the First Lien Lenders and the Monitor on September 25, 2020 was never intended nor capable of being a final realization process. Rather, it was intended to facilitate further engagement and discussion with Dominion and the First Lien Lenders on security realization. Issues such as transportation, vesting and distribution of proceeds were not specifically addressed in the outline and would always have to be established in a formal written document. As there was no response from either Dominion or the First Lien Lenders to the September 25, 2020 outline, DDMI delivered its actual form of realization process to each of Dominion, the First Lien Lenders and the Monitor on October 23, 2020. The First Lien Lenders subsequently provided comments on the September 25, 2020 draft outline on October 24, 2020. Dominion then provided comments on October 27, 2020. DDMI and its counsel immediately convened lengthy conference calls over the course of the night and early morning (Calgary time) to provide a revised realization process early in the day on October 28, 2020. DDMI was prepared to continue consultation with Dominion and the First Lien Lenders but it was ultimately required to make considerable effort in responding to the Kaye Affidavit and the additional materials served by Dominion and the First Lien Lenders yesterday.
23. While DDMI is disappointed in the lack of engagement with Dominion and the First Lien Lenders in the period following September 25, 2020, DDMI has accepted many of the comments made by Dominion and the First Lien Lenders in the revised form of realization process that it seeks on the within application. I have also reviewed certain of the concerns expressed by Ms. Kaye in the Kaye Affidavit and believe that many of them are, in fact, expressly accounted for in the revised form of realization process:
- (a) at paragraph 39(e) of the Kaye Affidavit, Ms. Kaye testifies that the realization process purports to "... distribute proceeds to Dominion's creditors without a proper adjudication of priorities." This is not correct. DDMI's proposed realization process expressly provides for distribution to creditors in accordance with priority entitlements;
  - (b) at paragraph 49 of the Kaye Affidavit, Ms. Kaye testifies to the reporting provisions proposed in the realization process. DDMI has reviewed the alternative reporting proposed by Dominion and is prepared to work with Dominion to refine reporting processes, but to the extent that requested additions are not reasonably

achievable within existing DDMI processes DDMI may be unable to report on the exact form sought by Dominion. DDMI's realization proposal includes a right for Dominion to audit all material records and information relating to the realization, including diamond sorting results, actual sales invoices, auction logs and receipt and distribution of proceeds, subject only to commercially reasonable confidentiality arrangements being made with the selected accounting firm. In addition, Dominion has the express right to access the DDMI Collateral for the purpose of verifying and assessing the value of the DDMI Collateral;

- (c) at paragraph 54 of the Kaye Affidavit, Ms. Kaye testifies that Dominion is concerned that DDMI "...will continue to use its existing long-term contracts (or similar long-term supply contracts) in its sale of the Additional Diamond Collateral" and suggests that this will result in lower pricing. DDMI currently anticipates that substantially all of the DDMI Collateral will be sold pursuant to an auction process but committing to one type of transaction will potentially limit recoveries and is inconsistent with the flexible approach that is a critical component of the realization (including preserving optionality of sales channels and aligning volume of product to market demand). Ms. Kaye's concern on the use of long-term sales contracts is ultimately misplaced: the realization process expressly provides that the "...DDMI Collateral will not be sold under long term supply contracts that provide pricing at a discount to the prevailing market";
- (d) at paragraph 62 of the Kaye Affidavit, Ms. Kaye testifies that Dominion is concerned about chain of title and associated taxation issues. Ms. Kaye's apprehension on this matter is again specifically addressed within the document: the realization process expressly provides that "...Dominion shall have and shall continue to have all right, title and interest in the DDMI Collateral throughout the sales process" and that DDMI shall "...take good faith and commercially reasonable steps in order to effectuate the Sales in a tax efficient manner."

**Process for Commissioning of this Affidavit**

- 24. I am not physically present before the Commissioner for Oaths (the "Commissioner") taking this Affidavit, but I am linked with the Commissioner by video technology. The following steps have been or will be taken by me and the Commissioner:

- (a) I have shown the Commissioner the front and back of my current government-issued photo identification ("ID") and the Commissioner has compared my video image to the information on my ID;
- (b) the Commissioner has taken a screenshot of the front and back of my ID to retain it;
- (c) the Commissioner and I have a paper copy of this Affidavit before us;
- (d) the Commissioner and I have reviewed each page of this Affidavit to verify that the pages are identical and have initialed each page in the lower right corner;
- (e) at the conclusion of our review of the Affidavit, the Commissioner administered the oath to me, and the Commissioner watched me sign my name to this Affidavit; and
- (f) I will send this signed Affidavit electronically to the Commissioner.

SWORN BEFORE ME by two-way video  
conference on October 29, 2020

  
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 A COMMISSIONER FOR OATHS  
 in and for the Province of Alberta

\_\_\_\_\_  
 THOMAS CROESE

Colleen R. Bonnyman  
 Student-at-Law

CB

**CERTIFICATE**

CANADA ) *IN THE MATTER OF THE COMPANIES' CREDITORS*  
          ) *ARRANGEMENT ACT, RSC 1985, C c-36, AS AMENDED*  
PROVINCE OF ) *AND IN THE MATTER OF A PLAN OF COMPROMISE OR*  
              ) *ARRANGEMENT OF DOMINION DIAMOND MINES ULC,*  
ALBERTA     ) *DOMINION DIAMOND DELAWARE COMPANY LLC, DOMINION*  
              ) *DIAMOND CANADA ULC, WASHINGTON DIAMOND*  
              ) *INVESTMENTS, LLC, DOMINION DIAMOND HOLDINGS, LLC AND*  
              ) *DOMINION FINCO INC.*

I, Colleen Bonnyman, of the City of Calgary, in the Province of Alberta, Student-At-Law, DO CERTIFY that:

1. I remotely commissioned the affidavit of Thomas Croese dated October 29, 2020, attached hereto, using videoconferencing software in accordance with the procedure set out in the Court of Queen's Bench of Alberta Notice to the Profession and Public NPP#2020-02 regarding Remote Commissioning of Affidavits for Use in Civil and Family Proceedings During The COVID-19 Pandemic.
2. The remote commissioning process was necessary because it was impossible or unsafe, for medical reasons, for the deponent and I to be physically present together.

**IN TESTIMONY WHEREOF** I have hereunto subscribed my name and affixed my seal of office at the City of Calgary, in the Province of Alberta, this 29<sup>th</sup> day of October, 2020.

  
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Colleen Bonnyman

A Commissioner for Oaths in  
and for the Province of Alberta